

**THE J. F. JOHNSON LUMBER COMPANY LLC  
TERMS & CONDITIONS**



**The J.F. Johnson Lumber Company LLC**

*Lumber, Millwork and Builders' Supplies*

P.O. Box 248 Millersville, MD 21108

Phone: (410)987-5203 EXT. 181 • From Washington D.C. Area: (301)621-7667 • Fax: (410)987-3083

www.johnsonlumber.biz

- 1. ACCEPTANCE AND AGREEMENT.** The J.F. Johnson Lumber Company LLC's (Johnson Lumber) acceptance of this order is expressly conditioned upon Buyer's acceptance of all terms and conditions hereof. The terms and conditions hereof shall constitute the binding contract between Johnson Lumber and Buyer concerning the goods sold hereunder. Neither party shall claim any amendment, modification, waiver or release from any of the provisions hereof unless the same is in writing and signed by both parties. The parties hereto agree that the sale referenced herein is a commercial sale. This is intended to be a complete integration provision and there are absolutely no other agreements other than as contained herein.
- 2. PAYMENT TERMS.** The total invoice amount is due on the 10<sup>th</sup> of the following month from the invoice date, subject to approved credit via a Johnson Lumber commercial account. If credit has not been arranged, payment must be made prior to delivery. Johnson Lumber will apply **FINANCE CHARGES** to invoices which remain unpaid beyond 30 calendar days from the invoice date. The Rate of Interest will be **ONE AND ONE HALF PERCENT (1 1/2%)** per month which represents an **ANNUAL PERCENTAGE RATE OF EIGHTEEN PERCENT (18%)**. This Finance Charge will not be applied to items in dispute. Any account referred for collection is subject to attorney fees of thirty-three percent (33%) of the outstanding balance due as of the date of referral plus court costs. **RETURNED CHECK WILL BE SUBJECT TO A \$35.00 FEE.**
- 3. DELINQUENT ACCOUNTS.** Accounts having invoices which remain unpaid after the 30<sup>th</sup> of the month following the invoice date are considered delinquent and the account may be placed on credit hold.
- 4. RETURNS.** No returns will be accepted by Johnson Lumber unless Buyer furnishes proof of purchase. Damaged goods cannot be accepted. Items special ordered for a Buyer are non-returnable unless accepted back by the manufacturer. If the manufacturer has a restocking charge, the Buyer will be assessed the charge. All requests for return must be made within 30 calendar days from the invoice date. Any returned goods accepted by Johnson Lumber are subject to a 25% handling and restocking charge.
- 5. ACCEPTANCE OF MATERIALS.** Buyer's (or Buyer's agent's) absence and/or failure to sign for receipt of materials at the date and place where Buyer directs delivery shall constitute a legal acceptance by Buyer of all materials delivered even though no invoice has been signed. All claims relating to quantity or shipping errors shall be waived by Buyer unless made in writing to Johnson Lumber within 30 calendar days after receipt of such goods at Buyer's place of business. In the event the buyer objects to any invoice or materials contained therein, buyer must so state in writing within 30 days or the parties agree that the materials sold are satisfactory. All such notices must be addressed to The J. F. Johnson Lumber Co. LLC, ATTENTION: Credit Manager, P.O. Box 248, Millersville, MD 21108. Failure to give such notice shall constitute unqualified acceptance of the goods by Buyer.
- 6. WARRANTY.** Any warranties on the products sold hereby are those made by the manufacturer, if any. Johnson Lumber hereby expressly disclaims all warranties, either expressed or implied, including any implied warranty of merchantability of fitness for a particular purpose, and Johnson Lumber neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Johnson Lumber shall in no event be liable for special, indirect or consequential damages of Buyer or claims of any third party against Buyer.
- 7. PRICE.** All prices are subject to change without notice and are those in effect at the time of purchase. Unless the parties have specifically agreed to some written price for any material, signed by both parties, then the price on the invoice is the agreed price.
- 8. CREDIT APPLICATION.** Any terms and conditions agreed to by Buyer on any Johnson Lumber credit application shall constitute additional terms of the binding contract between Johnson Lumber and Buyer concerning the goods sold hereunder.
- 9. SPECIAL ORDERS.** Special order goods (goods not stocked by Johnson Lumber and/or goods ordered or manufactured specially for Buyer to Buyer's specifications) must be received by Buyer in a timely manner. If, after 45 calendar days following notice given to Buyer that special order is available, or after 90 days following the "estimated availability date" as recorded on the appropriate Johnson Lumber special order form (if any), or after 150 calendar days following the date of Buyer's order, whichever is earliest, Buyer has not taken receipt of the goods, Buyer agrees to immediately pay FIFTY PERCENT (50%) of the total value of the order, less any deposit, and forfeit any and all claim to the special order goods. (Johnson Lumber may at its sole discretion charge Buyer's commercial account with this amount.) Johnson Lumber reserves the right, if not paid the aforesaid 50% of the total value when demanded, to require Buyer to take receipt of the goods and pay the total value of the order (less any deposit).
- 10. DEPOSITS.** Johnson Lumber may at its sole discretion require Buyer to pay a deposit toward goods or special order goods before Buyer's receipt of the goods. If Buyer refuses to accept goods so ordered, or if the deposit is applied as payment under the terms of Section 9 "Special Orders" above, then the deposit shall be forfeited by and non-refundable to Buyer. Johnson Lumber reserves the right to require payment for any additional unpaid amount remaining due after the deposit is applied.
- 11. ENVIRONMENTAL.** Johnson Lumber does not warrant any materials or products or installations thereof against, or assume any liability for, any environmental toxins, mold growth or related problems, or hazardous materials or substances of any type.
- 12. LEGAL ACTION.** It is further agreed that in the event of any dispute with respect to this account or materials provided that Johnson Lumber may, in its sole discretion, require that the dispute be submitted to arbitration in accordance with the rules of the American Arbitration Association ("AAA"). The parties agree that in the event of arbitration they shall only utilize the rules of the AAA and shall agree on a mutually satisfactory arbitrator located in Anne Arundel County. In the event that the parties cannot agree, then it is specifically agreed that Johnson Lumber shall retain an arbitrator of its choice and his findings and determinations shall be binding on all parties. In the event of any legal action, the parties consent to the agreed and proper venue to be Anne Arundel County, Maryland.

**Office Use Only**

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Credit Desired: \$ \_\_\_\_\_

**Credit Application**

Sales Rep: \_\_\_\_\_

Please Print or Type All Information

Company/Individual Name: _____		Date: _____	
Address: _____		Phone: _____	
City: _____	State: _____	Zip: _____	Fax: _____
Email for invoicing: _____		Drivers License #: _____	
Federal ID # or Social Security #: _____		Nature of Business: _____	
Business Type: Corporation __ S. Corp __ Partnership __ Proprietorship __ Individual __ LLC __ Years in Business: _____			
Geographic Area You Work In: _____		Tax Exempt #: _____	
Resale __ Non-Profit Organization __			

*Corporate/LLC Information*

Date Incorporated: _____	State of Incorporation: _____
Resident Agent Name: _____	Phone: _____
Address: _____	City: _____ State: _____ Zip: _____

*Principals (Individuals, Owners, Officers & Partners in the Company)*

Name: _____	Title: _____	Social Security #: _____
Address: _____	City: _____	State: _____ Zip: _____
-----		
Name: _____	Title: _____	Social Security #: _____
Address: _____	City: _____	State: _____ Zip: _____
-----		
Name: _____	Title: _____	Social Security #: _____
Address: _____	City: _____	State: _____ Zip: _____

*Trade References*

Company Name: _____	Phone: _____
Address: _____ City: _____	
State: _____	Zip: _____ Account Number: _____
-----	
Company Name: _____	Phone: _____
Address: _____ City: _____	
State: _____	Zip: _____ Account Number: _____
-----	
Company Name: _____	Phone: _____
Address: _____ City: _____	
State: _____	Zip: _____ Account Number: _____
-----	
Company Name: _____	Phone: _____
Address: _____ City: _____	
State: _____	Zip: _____ Account Number: _____

*Personal Information (For Sole Proprietor & Individuals)*

<b>Primary Applicant:</b>	
• Date of Birth: _____	Social Security #: _____ Years at Current Address: _____ Own: ___ Rent: ___
• If less than 5 Years give Previous Address: _____	
• Occupation: _____	Name of Employer: _____
• Address: _____	City: _____ State: _____ Zip: _____
• Phone: _____	Years with Current Employer: _____ Wages: Yearly Gross: \$ _____
<b>Co-Applicant:</b>	
• Name: _____	Social Security #: _____ Date of Birth: _____
• Occupation: _____	Name of Employer: _____
• Address: _____	City: _____ State: _____ Zip: _____
• Phone: _____	Years with Current Employer: _____ Wages: Yearly Gross: \$ _____

Estimated Dollar Volume of Business Per Year: \$ \_\_\_\_\_

**Please add any comments you have:**

\_\_\_\_\_

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**AGREEMENT SECTION 1**

A. Do you use Purchase Orders? Yes: \_\_\_ No: \_\_\_  
 • Written: \_\_\_ Verbal: \_\_\_

B. Authorized Purchaser List:

- |          |          |
|----------|----------|
| 1. _____ | 3. _____ |
| 2. _____ | 4. _____ |

C. ADDITIONAL PURCHASERS— The J. F. Johnson Lumber Company LLC will not be bound by the above list, but relies on the customer to send appropriately authorized agents to purchase as necessary.

**AGREEMENT & PERSONAL GUARANTEE** 1. I/We authorize investigation of all credit, trade and employment references and other information contained herein. 2. I/We certify that the information contained herein is true and accurate. 3. I/We agree to the terms listed in Agreement Section 1 above, the terms and conditions listed on the following page and to the terms listed on the invoice at time of sale. 4. It is understood that the undersigned will pay all collection costs, including court costs and attorneys' fees of thirty-three percent (33%) of the total indebtedness. 5. In consideration of your company (or subsidiaries) selling various products or services to the credit applicant (or applicants), I/We the undersigned, unconditionally, jointly and/or severally guarantee and hold myself/ourselves personally responsible to your company and/or your successor or agent for the performance and payment when due, of all sums that may, for any reason or purpose, be due or become due your company. Whether evidenced by open account, promissory note or any other form of indebtedness, I/We hereby waive notice of acceptance hereof of amounts of sale, date of shipment or delivery, default in payment, protest or notice of protest or any other evidences of indebtedness and notice of non-payment thereof. I/We further waive all requirements of legal proceedings that could have been taken against purchaser. I/We upon demand from you will pay you immediately all sums due or to become due in the event of default by purchaser. The undersigned acknowledges, with respect to any personal guarantee, that the notation of any "title" or other corporate agent capacity, is not intended to limit personal liability with respect to that guarantee. This guarantee can only be withdrawn by written notification by certified mail.

ALL APPLICANTS, PERSONAL GUARANTORS, AND/OR THE AUTHORIZED CORPORATE OFFICERS SHOULD SIGN.

PRINT NAME: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

WITNESS TO SIGNATURE(S): \_\_\_\_\_ DATE: \_\_\_\_\_

WITNESS PRINT NAME: \_\_\_\_\_ WITNESS ADDRESS: \_\_\_\_\_