



DARTMOUTH BUILDING SUPPLY, INC.

07/05

958 REED ROAD, DARTMOUTH, MA 02747 (508) 990-9238 1-800-540-2389 Fax (508) 994-7166

ACCOUNT NUMBER

COMMERCIAL CREDIT ACCOUNT APPLICATION

Applicant/Business Name	Telephone Number	Fax Number	Cell Phone Number
Street Address	Years in Business	Federal ID Number	E-Mail Address
City, State & Zip			

Type of Organization: <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Trust <input type="checkbox"/> Other _____ Other Trade(s) Name _____	AMOUNT OF CREDIT REQUESTED \$
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INDIVIDUAL AUTHORIZED TO REQUEST CREDIT FOR BUSINESS / APPLICANT

Name	Social Security Number	Title	Home Phone No.
Address (City, State & Zip)			
Name (If More Than One)	Social Security Number	Title	Home Phone No.
Address (City, State & Zip)			

Bank References: Name of Bank	Branch Location	Account Number(s)
1.		
2.		

Trade References: Name of Company & Location	
1.	2.

TAX EXEMPTION: If tax exempt, we require the original signed tax exemption form to be turned in with this application.

Does your company use **Purchase Orders**: Yes No

Applicant Signature & Title _____	Print Name _____	Date _____
Co-Applicant Signature & Title _____	Print Name _____	Date _____

PERSONS AUTHORIZED TO CHARGE ON THIS ACCOUNT

Print Name & Title _____	Print Name & Title _____
Print Name & Title _____	Print Name & Title _____

TO EXPEDITE THIS APPLICATION

Please provide (fill in) all information requested. Make sure applicant and co-applicant both sign this application and the Personal Guaranty on the reverse side of this application. You may fax this application to the Credit Department's attention at 508-994-7166. In order to have this account opened, the Credit Department must receive the original, signed application by mail or in person.

Name of DBS Sales Representative that contacted you _____

Over

TERMS & CONDITIONS

1. **Definitions.** As used herein, the words "Applicant", "DBS", and "Special Order" shall have the following meaning:

1.1 "Applicant" shall mean the individual, corporation, partnership, limited liability partnership, limited liability company, trust or the entity listed as the "Applicant" on the Commercial/Consumer Account Application.

1.2 "DBS" shall mean Dartmouth Building Supply, Inc., a Massachusetts corporation, with a business address at 958 Reed Road, North Dartmouth, Massachusetts 02747.

1.3 "Special Order" shall mean any custom millwork, stairs or non-stock item that DBS must order through a supplier or manufacturer.

2. **Payment.** Applicant agrees to pay the account in full not later than the 25th day of the month following the month of purchase, or by such other payment terms as may be agreed to in writing by Applicant and DBS.

3. **Interest.** Applicant shall pay finance charges for late payment computed at a rate of eighteen percent (18%) per annum (monthly rate of 1 1/2% percent) on all balances remaining unpaid thirty (30) days after the month of purchase.

4. **Breach.** Applicant's failure to pay all amounts by the 25th day of the month following the month of purchase shall constitute a breach of these Terms & Conditions entitling DBS to payment of all costs and expense of collection, including, but not limited to, attorneys' fees.

5. **Forum.** Any suit or action related to or arising out of any transaction governed by these Terms and Conditions, including, but not limited to, the advertising, sale, delivery, payment or condition of goods offered for sale or sold by DBS to Applicant shall be brought exclusively in the courts of the Commonwealth of Massachusetts ("Commonwealth") and any federal court sitting therein, and Applicant hereby waives any objection to the venue of any such suit or action in any such court, or objection that such suit or action is brought in an inconvenient court. This shall in no way prevent DBS from enforcing any judgment obtained in the Commonwealth in a foreign jurisdiction.

6. **Special Orders.** Special Orders cannot be returned by Applicant for any reason.

7. **Warranties.** DBS makes no warranties, expressed or implied, regarding any of the goods purchased by Applicant, including the implied warranties of merchantability and fitness for a particular purpose.


8. **Limitation of Liability.** Under no circumstances shall DBS be liable for any consequential, indirect, special, punitive, or incidental damages or lost profits, and any claims, causes of action, or damages sought by Applicant, as the case may be, shall be limited to the price paid by Applicant to DBS for the relative goods and materials.

9. **Rejected Goods.** Applicant shall immediately inspect all goods purchased from DBS for defects. Applicant shall return any such defective goods to DBS no later than seven (7) days from the date of receipt of goods by Applicant in the same condition as delivered.

10. **Signature Not Required.** Applicant shall pay for all goods delivered by DBS to the site designated on the invoice, regardless of whether or not Applicant has signed DBS's delivery slip/invoice, unless such goods are returned to DBS within seven (7) days in the same condition as delivered.

11. **Consideration.** Applicant agrees that the Terms and Conditions of the attached Commercial/Consumer Credit Account Application are for good and valuable consideration, the receipt and adequacy of which Applicant hereby acknowledges, and shall be considered a binding contract under the laws of the Commonwealth of Massachusetts.

12. **Written Contract.** This Commercial/Consumer Credit Account Application shall constitute a "written contract" within the meaning of M.G.L. c.254, Section 1 et seq.

Applicant: _____ 

Date: _____

Last revised 7/05. Effective until notification.

PERSONAL GUARANTY

In consideration of the extension of credit by DARTMOUTH BUILDING SUPPLY, INC. ("DBS") to Applicant and to induce DBS to extend credit to Applicant, the undersigned jointly and severally, if more than one, unconditionally guaranty to DBS the prompt payment of all obligations of the Applicant to DBS now due or that may become due, and agree to be bound to all Terms and Conditions of the Commercial/Consumer Credit Account Application executed by the Applicant.

The obligation of the Undersigned shall be primary, unconditional and unlimited; shall not be dependent upon recourse to any remedies against Applicant or others, and shall be effective immediately. The Undersigned waive(s) all or any notice of acceptance, notice of all orders, sales, notes, commitments, time and amount of credit, terms and change of terms of same, and of all defaults, disputes, litigation, extensions and renewals. The Undersigned waive(s) all rights of set off, recoupment, redemption and counterclaim which may be alleged to exist in favor of Applicant. Nothing shall discharge the obligation of the Undersigned except the payment in full of all obligations with interest, costs and all reasonable attorney's fees incurred in collection of said obligations.

Upon any default of the Applicant of any obligation, all obligations shall immediately mature at DBS's election. DBS may proceed against one or any number of the Undersigned without proceeding against all or any other of the Undersigned.

This is a continuing guaranty and shall be revocable only as to transactions entered in by DBS with Applicant subsequent to the actual receipt by one of DBS's officers of written notice of termination sent by registered or certified mail. Such notice of termination shall be effective only with respect to the person giving such notice.

This guaranty shall be interpreted and governed under the laws of the Commonwealth of Massachusetts and shall be binding against the legal representatives, heirs, successors and assigns of the Undersigned and shall take effect as a sealed instrument.

WITNESS* the hand(s) and seal(s) of the Undersigned this

_____ (month/day/year)

at _____ (city/state).

(Applicant Signature)

 SIGN HERE

Print Name

 SIGN HERE

(Co-Applicant Signature)

Print Name

(Witness Signature)

Print Name

*Witness can be anyone over the age of 18

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