

Sussex Lumber Company, Inc
PO Box 509
Millsboro, Delaware 19966
 Phone: 302-934-8128 Fax: 302-934-6866

****Original application
 must be returned
 **Spouse must sign
 as a Guarantor**

CUSTOMER CREDIT APPLICATION

CANCELLATIONS and CHANGES

Custom and or "Special Orders" cannot be canceled or changed after production has begun by our suppliers. Return of standard non-stock items may be accessed with a return charge.

CLAIMS-SHORTAGES-ERRORS-DAMAGED MATERIALS

Must be noted on both copies of delivery receipt. We cannot assume responsibility for claims after delivery receipt is signed by your employee as being received in good condition.

TRADE REFERENCES

NAME	ADDRESS	PHONE / FAX
1.	_____ _____ _____	PHONE () _____ FAX () _____
2.	_____ _____ _____	PHONE () _____ FAX () _____
3.	_____ _____ _____	PHONE () _____ FAX () _____
4.	_____ _____ _____	PHONE () _____ FAX () _____

BANK REFERENCE (S)

NAME	ADDRESS	PHONE / CONTACT
1.	_____ _____ _____	PHONE () _____ CONTACT _____
2.	_____ _____ _____	PHONE () _____ CONTACT _____

FOR OFFICE USE ONLY:

TERMS AND CONDITIONS

THIS SALE IS EXPRESSLY LIMITED TO AND MADE CONDITIONAL UPON THE TERMS AND CONDITIONS HEREIN EXCEPTING THOSE WHICH MAY BE PROHIBITED BY LAW AND TERMS IN ADDITION OR DIFFERENT FROM THOSE CONTAINED. HEREIN MUST BE ACCEPTED BY SELLER IN WRITING. OBJECTION TO ANY TERMS CONTAINED HEREIN SHALL BE DEEMED TO HAVE BEEN WAIVED IF ANY PART OF THE DESCRIBED GOODS IS ACCEPTED.

1. **DISCLAIMER OF WARRANTIES:** ANY WARRANTIES ON THE PRODUCTS SOLD HEREBY ARE SOLELY THOSE OF THE MANUFACTURER AND NOT OF THE SELLER. SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. BUYER ACCEPTS THE PRODUCTS SOLD "AS IS"!
2. **LIMITATION OF SELLER'S LIABILITY AND BUYER'S REMEDY:** UNDER NO CIRCUMSTANCE SHALL THE SELLER BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO THOSE ARISING OUT OF ANY DEFECT, DELAY, NON-DELIVERY SHORTAGE, BREACH OF WARRANTY, NEGLIGENCE OR STRICT LIABILITY, AND ALL SUCH DAMAGES ARE EXPRESSLY EXCLUDED HEREIN. SELLER'S SOLE LIABILITY AND BUYER'S EXCLUSIVE REMEDY FOR ANY CAUSE OF ACTION ARISING OUT OF THIS SALE, INCLUDING NEGLIGENCE AND STRICT LIABILITY IS EXPRESSLY LIMITED, AT SELLER'S OPTION, TO THE REPAIR OR REPLACEMENT OF THE GOODS WITH RESPECT TO WHICH SUCH DAMAGES ARE CLAIMED OR THE REFUND OF THE ORIGINAL PRICE PAID TO THE SELLER FOR SUCH GOODS. Buyer shall not set-off or otherwise deduct any damages whether actual or alleged, from payments due Seller, unless such set-off or deduction is authorized in writing by Seller as whole or partial refund under the provisions hereof.
3. **WARPING & WEATHERING:** Seller does not warrant against, nor will be liable for warpage occurring after delivery, at Seller's shipping point, nor does Seller warrant against, nor will it be liable for checking, leafing, splitting and other weathering of lumber and plywood products.
4. **TERMS:** Monthly closing date is **the 25th of the month**. Any charges or payments made after closing date will show on next month's statement. All charge accounts are due and payable by the 10th of next month following date of purchase. Any amount not paid by this date is considered past due and will have the maximum legal interest applied to the account.
5. **DESCRIPTIONS:** Buyer recognizes that many measurements in the lumber industry are descriptive only and are not to be taken literally and, if in doubt Buyer will inquire of Seller.
6. **COLLECTION:** **Should it become necessary to place Buyer's account for collection**, the Buyer shall pay all costs thereof, including reasonable attorney's fees. In the event suit must be filed to collect this account, the venue for such action will be in the Seller's county/parish and payments hereunder are due at Seller's place of business.
7. **NON-WAIVER:** Seller's failure to exercise any rights under this invoice upon one or more occasions shall not waive Seller's right to exercise such rights on any other occasion.
8. **INVALIDITY:** Any partial invalidity herein shall not affect the whole.
9. **CLAIMS & RETURN GOODS POLICY:** **Check your order carefully.** Claims for shortage, damage, or error must be reported immediately to our driver on delivery. All claims and Returned Goods must be accompanied by this invoice or a copy of Delivery Ticket. Custom made or Special Ordered non-stocked merchandise cannot be returned. These materials are to be used in and upon the premises above described. Merchandise credited must be in good resalable condition. No credit or claims allowed after 10 days. **15% Handling charge will be charged on all returns.**
10. **SUSSEX LUMBER COMPANY, INC reserves the right to review, alter or change credit limits, terms and conditions of sale as deemed necessary.**

Signature _____

Date _____