



**McCray
Credit Application**



FOR OFFICE USE ONLY

Customer Account #: Salesman:

Personal Residence Check Here:

BUSINESS INFORMATION

Business Name: Phone: ()

DBA (if applicable): Fax: ()

Mailing Address:

City: State: ZIP Code:

Street Address:

City: State: Zip Code:

Business Type: Proprietorship Partnership Corporation LLC

Other State of:

Year Est: If Exempt, Check here and attach a copy of tax exemption certificate

Federal ID#: KCBIG#:

Primary Type of Construction: Residential Multi- Family Commercial

Remodel Other:

Credit Limit Requested: PO Requested: Yes No

Average Annual Sales:

PRINCIAPAL OWNERS AND OFFICERS

Name: Position:

Social Security #:

Home Address:

City: State: ZIP Code:

Name: Position:

Social Security #:

Home Address:

City: State: ZIP Code:

Have you ever filed for bankruptcy? Yes No

If Yes, Date Filed: Where:



BANK & TRADE REFERENCES

Bank: Account #:

Phone: Fax:

Address:

City: State: ZIP Code:

		McCray Credit Application			
Construction Loan Bank:			Account #:		
Phone:			Fax:		
Address:					
City:		State:		ZIP Code:	
Loan Officer:					
Supplier 1:			Account #:		
Phone:			Fax:		
Address:					
City:		State:		ZIP Code:	
Supplier 2:			Account #:		
Phone:			Fax:		
Address:					
City:		State:		ZIP Code:	
Supplier 3:			Account #:		
Phone:			Fax:		
Address:					
City:		State:		ZIP Code:	
The undersigned represents they are authorized to execute this application on behalf of the business entity, agrees to the terms and conditions on the reverse hereof and agrees that any bank or trade supplier granting credit to the applicant is authorized to release such information as requested by McCray Lumber/Millwork.					
Signature and title of applicant				Date	
Print Name					

Terms and Conditions

1. Customers Obligations

- A. **Payments.** Payments for all purchases are due within the terms shown on each invoice.
- B. **Late Payment Penalty.** If any payment is not received by Supplier on or before the due date, Customer shall be in default under the agreement and a

late payment penalty may be added to the total of each overdue invoice in the amount equal to one and one-half percent (1.5%) per month of the total of each overdue invoice from the date following the due date until the balance is paid in full, or the maximum amount permitted by law. Customer hereby agrees to pay such late payment penalty in addition to the balance of each invoice.

- C. **Collection Costs.** In the event that Customer's account is placed in the hands of attorney(s) for collection, or for representation of Supplier in connection with bankruptcy or insolvency proceedings related to Customer, Customer promises to pay, in addition to all other amounts otherwise due, the reasonable costs and expenses of such collection, foreclosure and representation, including, without limitation, reasonable attorney's fees, expenses and court costs (whether or not litigation shall be commenced in aid thereof).
- D. **Customer Warranty.** Customer represents to Supplier that the application and financial statements provided to Supplier are true, complete and accurate in all respects.
- E. **Delivery.** Customer agrees that, at Supplier's discretion materials may be delivered without a representative of Customer on site to acknowledge receipt of certain deliveries. However, in the event of damage or theft to said materials, customer assumes and acknowledges all responsibilities for payment on the delivered materials.

2. Supplier's Obligations.

- A. All prices, agreements, contracts and delivery schedules are contingent upon supplier's ability to procure materials. In the event the delivery is delayed due to a cause beyond Supplier's control, such as Acts of God, labor dispute, accidents, fire, weather, embargos, car shortage, or other force majeure events, Supplier shall have no liability in connection with any such delays.
- B. **Shortages, Errors and Defective Material.** Defective materials, shortages of materials, order entry errors and shipping errors must be reported to Supplier immediately upon delivery. Customer must inspect materials upon delivery and note any deficiencies on the shipping document provided to the Customer at the time of delivery. By signing the delivery receipt, Customer is acknowledging that all materials were received in good condition. All defective material claims must be filed before installing or applying any finish thereto.
- C. **Changes Cancellations, and Returns.** No changes to or cancellation of specially ordered or shop-built items ("Non-Stock Items") will be accepted after the manufacture of such items has begun. No Non-Stock item may be returned for a refund. In-Stock material may be returned within thirty (30) days of the invoice date, subject to inspection and approval by Supplier and, if approved for return, Customer will receive a refund on the net invoice price.
- D. **No Sale Obligation.** Nothing herein shall be construed as an agreement by or obligation of Supplier to sell products to Customer on credit terms or otherwise. Supplier may terminate the availability of credit to Customer at any time in its sole discretion and shall not be construed as a breach hereunder.

3. **Title Transfer and Risk of Loss.** Title to the materials shall remain with Supplier until Customer receives physical possession of the materials either by pick up at a lumber yard or a job site.
4. **Personal Guaranty.** Supplier, at its sole option, may require prior to the acceptance of this agreement, or any time thereafter, one or more owners, officers, members or partners of the Customer, and their spouses, as the case may be, to enter into separate Personal Guaranty of Payment in form provided by Supplier. Supplier at its sole option, may refuse to extend further credit to Customer in the absence of such Personal Guaranty of Payment.
5. **Corporate Status.** Each person signing the Agreement on behalf the Customer warrants that they are authorized to do so. If the Customer is not a corporation and subsequent to this Agreement incorporates his business, with or without knowledge of the Supplier, the Customer agrees to be jointly and severally liable to Supplier for all activities on the orders made through Supplier's online ordering system by anyone using the user name and password of an employee or agent of Customer.
6. **Contract Documents.** Customer's agreement with Supplier is evidenced by the Credit Application, the terms and conditions contained herein, any price notification (and subsequent changes thereto) from Supplier to Customer, all invoices and permitted amendments modifications, supplements or other changes to the foregoing (collectively, the "Contract Documents"). Upon receipt of the executed customer agreement and approval of Customer's credit and forwarding of an agreement signed by Supplier, the Contract Documents shall constitute an enforceable agreement between Supplier and Customer.
7. **Governing Law.** This Agreement and the Contract Documents shall be governed by and construed according to the laws of the State of Kansas/Missouri.
8. **Equal Credit Opportunity Act.** The Federal Equal Credit Opportunity Act prohibits creditors from discrimination against any Customer based on race, color, religion, national origin, sex, marital status; age (provided a Customer has the capacity to enter into a binding contract). Derivation of part or all of a Customer's income assistance program, or a Customer is having in good faith exercised any right under the Consumer Credit Protection Act. The federal agency, which administers compliance with the law concerning this creditor, is the federal Trade Commission.

Personal Guaranty

I/We as signed and titled below, do sign for and in consideration of McCray Lumber and McCray Millwork extending credit at my /our request. I/We hereby personally guarantee and bind myself/ourselves to pay any sum that may become due to McCray Lumber and McCray Millwork, by the Company, whenever the Company shall fail to pay the same. I/We authorize McCray Lumber and McCray Millwork to run credit reports against the below-listed individuals.

It is understood that this guaranty shall be a continuing and irrevocable guaranty and indemnity for such indebtedness of Company. I/We do hereby waive notice of default, non-payment, and notice thereof, and consent to any modification or renewal of the credit agreement hereby guaranteed.

The undersigned's obligation shall remain effective and be enforced regardless of any subsequent incorporation, reorganization merger or consolidation transfer or sale of the company or any other change in the composition, nature, personnel or location of the company. The

guaranty shall inure to the benefit of McCray Lumber and McCray Millwork its successors of the undersigned.

_____ Signature of Guarantor (as an Individual)	_____ Signature of Guarantor (as an Individual)
_____ Name (Please Print)	_____ Name (Please Print)
_____ Social Security Number	_____ Social Security Number
_____ Home Address	_____ Home Address
_____ Home Phone Number	_____ Home Phone Number
_____ Witness	
_____ Name (Please Print)	