

# STAR LUMBER & SUPPLY CO., INC.

and all of their subsidiaries, divisions and all d/b/a's.

Star Lumber & Supply P.O. Box 7712 Wichita, Kansas 67277

Star Flooring P.O. Box 9466 Wichita, Kansas 67277

Phone (316)942-2221 - Fax (316)941-1766 - E-mail: accounting@starlumber.com

## BUSINESS CREDIT APPLICATION/AGREEMENT

**NOTICE:** Any willful misrepresentation on this application could result in a fine and/or imprisonment under provision of the U.S. Criminal Code

Date\_\_\_\_\_

Name of Business\_\_\_\_\_

Billing Address\_\_\_\_\_

City\_\_\_\_\_State\_\_\_\_\_Zip Code\_\_\_\_\_

E-mail\_\_\_\_\_

Home Office Location\_\_\_\_\_Current Gross Sales\_\_\_\_\_Current Net Worth\_\_\_\_\_

Contact E-mail\_\_\_\_\_Billing E-Mail\_\_\_\_\_

Business is a:      Corporation      Partnership      LLC      Sole Proprietorship

Purchase Order Required:      Yes      No

Type of Business\_\_\_\_\_Federal ID#\_\_\_\_\_Exemption #, if applicable\_\_\_\_\_

(attach exemption certificate)

### OWNERS, OFFICERS, PARTNERS OR MEMBERS OF COMPANY

Name	Address	Social Security #	Title

Bank Name\_\_\_\_\_Bank E-mail\_\_\_\_\_Bank Account #\_\_\_\_\_

Bank Address\_\_\_\_\_City\_\_\_\_\_State\_\_\_\_\_Zip\_\_\_\_\_

Name of Bank Officer Handling Account\_\_\_\_\_Phone\_\_\_\_\_

Savings  
Checking

### Trade References:

Name\_\_\_\_\_Address\_\_\_\_\_

E-mail\_\_\_\_\_Phone\_\_\_\_\_

Name\_\_\_\_\_Address\_\_\_\_\_

E-mail\_\_\_\_\_Phone\_\_\_\_\_

### NOTICE

**\*\*\* In order to properly evaluate your application, a copy of your most recent business financial statement must accompany this application\*\*\***

**All information furnished will be confidential.**

### TERMS & CONDITIONS

By executing this application, applicant(s) hereby authorize lender to investigate applicant's credit record and references and furnish information regarding applicant's performance of this agreement to a proper credit reporting agency and such others who are entitled to receive said information in compliance with the Fair Credit reporting Act, KSA 50-71 et seq.

All purchases made during the month are billed at the end of the month and are due in full on the tenth of the following month.

Any purchases not paid within 20 days of the date of the end of the billing month are considered past-due and a **FINANCE CHARGE** will be added to the account.

The **FINANCE CHARGE** is calculated by applying the periodic rate to the "adjusted balance" of the account. The "adjusted balance" is computed by taking the unpaid balance of the account on the last day of the previous billing cycle and crediting any payments made and/or merchandise returned during the current billing cycle.

The **FINANCE CHARGE** is computed at a periodic rate of 1.5% per month or at the **ANNUAL PERCENTAGE RATE** of 18% (subject to a minimum charge of .50 cents.)

In consideration of the extension of credit, I/We personally guarantee all indebtedness incurred hereunder in accordance with the terms and conditions set forth herein. I/We further agree that this guarantee is an absolute, complete and continuing one and no notices of indebtedness or any extension of credit already or hereafter contracted by or extended need be given.

In the event of default of payment, customer will be liable for the expense of the collection with or without suit including but not limited to court cost and attorney fees to the extent allowed under applicable law.

I/We certify that the above information is accurate and complete, and that I/We understand the **TERMS & CONDITIONS** set forth herein. I/We further certify that I/We have received a copy of this application/agreement containing the disclosures, terms and conditions applicable to this transaction.

**See back side for continuation of TERMS & CONDITIONS and other important information.**

By checking this box and signing below I have read and agree to the **TERMS & CONDITIONS** on this application.

Signature:\_\_\_\_\_

Signature:\_\_\_\_\_

Printed Name:\_\_\_\_\_

Printed Name:\_\_\_\_\_

This Business Credit Application/Agreement is made for the benefit of Star Lumber & Supply Co., Inc and all of its subsidiaries, divisions or dba's of any of them.

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### TERMS & CONDITIONS (Continued)

#### **Delivery:**

Promise of date and times of deliveries are estimated as closely as possible, but not guaranteed. We shall have the right to increase or decrease the quantity called for by not more than 10% when necessary to avoid cutting, waste or to avoid breaking customary shipping units or sizes.

#### **Terms:**

In the absence of any written agreement, terms shall be net 10th of the month following purchase. All shipments and deliveries shall at all times be subject to the approval of seller's Credit Department. If in the judgment of Seller the credit standing of Buyer becomes impaired at any time, Seller shall not be obligated to make any deliveries and may require full payment within 10 days of demand of Seller. Seller retains a security interest in the goods sold hereunder to secure the payment of amounts due him.

#### **Special & Manufactured Orders:**

All orders of a special nature of manufactured items may not be canceled without Seller's approval. Seller reserves the right to require advance payment on such orders.

#### **Returns:**

No material will be accepted for return unless authorized by Seller. All returned material is subject to handling, reconditioning and restocking charges as assessed by Seller.

#### **Damage Claims:**

Buyer shall immediately check and inspect all material upon its arrival. If by common carrier, Buyer shall file claims with the carrier for all shortages and damages and shall take responsibility for collecting any damage or shortage occurred in transit. Shortages or damage by Seller trucks should be noted on dray slips or notice given to Seller's office immediately upon delivery except as authorized or required by law. Seller shall not be considered or held liable at any time for any damage, injury, or loss after delivery to customer except for the performance of material upon which there are manufacturers' warranties relating to such merchandise, but shall be limited to the terms and conditions of such manufacturers' warranties.

### NOTICE TO BUYER

Any holder of this consumer credit contract is subject to all claims and defenses which debtor could assert pursuant hereto or with the proceeds hereof. Recovery hereunder by the debtor shall not exceed amounts paid by the debtor.

The Federal Equal Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of sex or marital status. The Federal Agency which administers compliance with this law concerning this company is:

Federal Trade Commission  
Washington,  
D.C. 20580

#### **In Case of Errors or Questions About Your Bill:**

If you think your bill is wrong, or if you need more information about a transaction on your billing, please write as soon as possible:

STAR LUMBER & SUPPLY CO., INC.  
P.O. Box 7712 Wichita, Kansas 67277

To preserve your rights, we must hear from you no later than 60 days after we send you the first billing on which the error or problem appeared to preserve your rights. Telephone inquiries will not preserve your rights.

#### **In your letter, give us the following information:**

- Your name and account number
- The dollar amount of the suspected error
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are unsure about.

You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.