



CREDIT APPLICATION FORM

Company Information PLEASE RETURN TO: CreditManager@lehmanpipe.com

Name of Business				Tax ID Number	
Address:			Phone:		
City:	State:	ZIP:	Fax:	Type of Business:	Business Established:
Accounts Payable Contact:			Phone:		Email:
Legal Form Under Which Business Operates:					
Corporation ☐		Partnership ☐		Proprietorship ☐	
If Division/Subsidiary, Name of Parent Company:			In Business Since:		
Name of Company Officer Responsible for Business Transactions:			Title:	Street Address	
City:	State:	ZIP:	Phone:	Fax	

Bank Information

Institution Name:	Bank Officer:
Checking Account #:	Branch Location
Address:	
Phone:	Fax:

Trade References (4 Local References Preferred)

Company Name:	Company Name:
Contact Name:	Contact Name:
Address:	Address:
Phone:	Phone:
Email:	Email:

Company Name:	Company Name
Contact Name:	Contact Name
Address:	Address
Phone:	Phone:
Email:	Email

I hereby certify that the information contained herein is complete and accurate. This information has been furnished with the understanding that it is to be used to determine the amount and conditions of the credit to be extended. Furthermore, I hereby authorize the financial institutions listed in this credit application to release necessary information to the company for which credit is being applied for in order to verify the information contained here

Owner/Officer Signature

Date

TERMS AND CONDITIONS (01/28/2019 Rev)

In addition to all terms and conditions contained in the parties' Credit Application, these Terms and Conditions shall apply to the relationship of the parties hereto with "Seller" being Lehman Pipe and Plumbing Supply, Inc.

(1) AGREEMENT. The Credit Application along with these Terms and Conditions, including without limitation the documents incorporated herein by reference ("Agreement"), embodies the entire agreement of the parties and supersedes all prior negotiations, agreements and understandings relating to the subject matter hereof. Oral representations may not be relied upon. The Customer signing the Agreement represents that he/she is authorized by or is the lawful owner of the property where the work is being performed. Failure to enforce all or any of the terms or conditions of the Agreement shall not be interpreted as a waiver of their continuing effect thereof.

(2) MODIFICATIONS. No terms or conditions that modify or alter the provisions to the Agreement shall be binding upon Seller, unless specifically amended or modified by a written agreement executed by all parties. Seller hereby rejects Customer's terms and conditions including, without limitation, any that appear on Customer's purchase orders.

(3) DELIVERY. The delivery date ("Delivery Date") is either the date of delivery agreed to between Seller and Customer or the date the items are available for delivery. Seller's responsibility ceases upon issuance of the Bill of Lading. Seller shall not be liable to Customer for materials, supplies, and equipment that are damaged or lost while in the possession of a common carrier, and it will be Customer's responsibility to insure all deliveries and recover any and all damages directly from the common carrier. All materials, supplies, and equipment shall be shipped/delivered uninsured unless stated otherwise. All shipping and Delivery Dates are approximate only and based upon prompt receipt of all necessary information from Customer. Seller shall not be responsible for any damages and/or delays associated with shipping, delivery, or unloading. If Customer defaults on its payment obligations, then Seller shall be entitled to withhold delivery and Customer shall be subject to Service Charges as further described in this Agreement.

(4) SERVICE CHARGES. There shall be a thirty (30) day grace period beginning from the Delivery Date wherein Seller agrees to hold and store the items ordered by Customer at Customer's sole risk of loss or damage. Upon expiration of the grace period, Customer shall pay a storage fee to Seller each month in the amount of 1.5% of the invoice amount for all stored items ("Service Charge"). Seller and Customer agree that 1.5% of the invoice amount is a reasonable value for the Service Charge. After three (3) months of storage after the Delivery Date, Seller shall be entitled to discard all of the items stored by Seller regardless of whether Customer has paid for the items. Notwithstanding the foregoing, Seller shall provide Customer with thirty (30) days written notice prior to discarding items stored by Seller during which time Customer shall be entitled to pick up the items being stored by Seller.

(5) DAMAGE TO ITEMS FURNISHED BY SELLER. The Customer shall be fully responsible for the costs of any damage to Seller's materials, supplies, and equipment caused by Customer, its agents, contractors, subcontractors or third parties. Customer assumes the risk of loss or damage as further described herein.

(6) COMPLETION AND ACCEPTANCE. Customer shall immediately inspect the materials, supplies, and equipment delivered by Seller and any aspect of the materials, supplies, or equipment not acceptable to Customer must be specifically noticed in writing to Seller within seven calendar days of Seller's delivery. Seller shall then be given a reasonable opportunity to address such issue. A full and complete acceptance of the materials, supplies, and equipment shall be presumed upon the Customer's failure to provide such notice or payment, whichever occurs first.

(7) PAYMENT. In the event any balance due to Seller is not paid within 30 calendar days of Seller's invoice, then the Customer shall be in default. Customer shall be responsible to pay interest at the rate of 1.5% per month (18% per annum) on any unpaid amounts.

(8) RETURNS. All sales are final. No credit for materials, supplies, or equipment returned by Customer shall be given without Seller's prior written authorization. Customer shall be responsible for payment of any Service Charges incurred prior to Seller accepting a return. All returns are subject to a restocking charge of 30%. Nonstock or special-order items are non-refundable. However, if Seller is able to return nonstock or special-order items to the manufacturer, then a credit shall be given to Customer in the same amount given by the manufacturer to Seller less a 30% processing fee to Seller and less all charges incurred by Customer under the Agreement or as a result of the return, including but not limited to, service charges and freight costs.

(9) WARRANTY. Seller warrants to Customer only that all materials, supplies, and equipment delivered by it will be of standard quality, type and condition, and free from defects. Materials, supplies, or equipment not manufactured by Seller are warranted and guaranteed only to the extent and in the manner warranted and guaranteed to Seller by the original manufacturer of such goods. Seller hereby agrees to address any defective materials, supplies, or equipment for up to 60 days after delivery upon receipt of proper and timely notice in writing, by certified mail, providing that the order complained of has been paid for in full. All warranty deliveries shall be supplied during normal business hours. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER WILL NOT BE RESPONSIBLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES AND ANY CLAIM AGAINST SELLER OR ITS AGENTS, OFFICERS, AND EMPLOYEES SHALL BE LIMITED TO THE REPLACEMENT VALUE OF ITS MATERIALS, SUPPLIES AND EQUIPMENT AND ONLY IF SUCH GOODS ARE FOUND TO BE DEFECTIVE.

(10) AVAILABILITY. If materials, supplies or equipment which Seller is required to provide under transactions made pursuant to the Agreement become unavailable through causes beyond the control and without fault of Seller, then in the case of temporary unavailability, the time for delivery shall be extended for such period of time as Seller shall be delayed by such unavailability; and in the case of permanent unavailability, Seller shall be excused from the requirement of furnishing such materials, supplies or equipment. Customer agrees to pay Seller any increase in cost for the closest substitute which is then reasonably available for any materials, supplies, or equipment which have become permanently unavailable.

(11) LIMITATION OF LIABILITY. Seller shall have no liability or responsibility for any loss, damage or delay arising out of its failure to perform hereunder due to causes beyond its direct and immediate control, including without limitation, acts of others, acts of Customer, acts of God, structural faults, strikes, war, sudden rain, wind storms, fires, floods, epidemics, quarantine restrictions, riots, vandalism, theft, or delays in transportation. Seller shall not be liable for any damages resulting from the incompatibility with the Customer's existing conditions. Any interruption in the agreed upon delivery of materials, supplies, or equipment which results in delay and is not the sole and direct fault of Seller, Seller's performance shall also be extended for that length of time as may be reasonably necessary to compensate for the delay. All quoted materials, supplies and equipment are based solely on Customer's requests. No representation or warranty is made by Seller that the materials, supplies and equipment, individually or as a system, will meet or satisfy any particular design intent or criteria, performance specification, or law, rule or regulation.

(12) RIGHTS, RESPONSIBILITIES AND DISCLAIMERS. Seller disclaims responsibility for variations in color, texture, graining, veining and finish. Exact matches are not guaranteed. All prices for transactions made pursuant to the Agreement are based upon the quantity specified. Reduction in quantity may result in an increase in unit prices. Customer acknowledges and agrees that its failure to make timely payments to Seller shall constitute a material breach of the Agreement. It is understood and agreed that Seller shall receive written notice of any breach, default or failure to perform, specifying in detail Seller's unsatisfactory performance and providing a reasonable opportunity for Seller to cure such unsatisfactory issue before Seller shall be considered in breach or default, or be terminated for cause, and before Customer may withhold payments from Seller. In the event that Seller employs the services of an attorney to enforce this Agreement, to enforce the terms of any transactions made pursuant to the Agreement, or brought as a result of the commercial relationship between Customer and Seller, Customer agrees to pay all reasonable costs and expenses of collection, suit, or other legal action incurred by Seller, including all attorney's and paralegal fees, incurred pre-suit, during suit, through trial, after suit, on appeal, or in any administrative proceedings. To the extent Seller agrees to release a lien or waive bond rights, said action will not constitute a waiver or release of Seller's rights or claims in contract, tort or equity. All releases are expressly contingent upon receipt of good funds in-hand-paid to Seller. All releases shall be on a form acceptable to Seller. Jurisdiction and venue for any legal action involving the Agreement or transactions made pursuant to the Agreement shall be in Miami-Dade County, Florida. The Agreement and transactions made pursuant to the Agreement shall be governed by and construed in accordance with the laws of the State of Florida. If Customer fails to comply with these terms and conditions or if Customer's credit becomes unsatisfactory in Seller's sole discretion, then Seller reserves the right to terminate, suspend or slow its delivery of materials, supplies, and equipment without notice to Customer. Customer certifies it is financially solvent and it will immediately advise Seller if it becomes insolvent or unable to promptly pay its bills. Customer agrees to advise Seller in writing of any changes in ownership of any Customer entity or project upon which Seller is providing materials, supplies, or equipment to within 5 days of such change. Customer further agrees that notwithstanding any change in ownership, status of ownership, business form or entity, all charges incurred will remain the responsibility of Customer. Nothing herein shall limit or abridge Seller's independent lien or bond rights. The captions/headings herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of any article or paragraph herein. All reference to days shall mean calendar days unless stated otherwise.

ACKNOWLEDGED BY CUSTOMER: _____