



Credit Application & Sales Agreement

Contractor     Remodeler     Business     Church  
 Home Owner     Restoration Company     Municipality     Other:

8900 Wicker Ave. (US 41) St. John, IN 46373  
9900 191<sup>st</sup> Street, Mokena, IL 60448

(219) 365-8585 FAX (219) 365-6012  
(708) 479-7007 FAX (708) 479-0007

Toll Free 888-365-6005 [www.schillings.com](http://www.schillings.com)

**Account Information**

Full Company Name/ Individual (Legal Name)				
Doing Business Ad (DBA)		Business Phone #		Business Fax #
Address	City	State	Zip	Mobile Phone #
Federal Tax ID	State of Incorporation		Year Business Established	
Company Type: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> LLP <input type="checkbox"/> Other:				

**Principals of Company**

<b>Owner or President</b>		Date of Birth	Soc. Security #
Home Address	City	State	Zip
<b>Vice President or Partner</b>		Date of Birth	Soc. Security #
Home Address	City	State	Zip
<b>Secretary or Treasurer</b>		Date of Birth	Soc. Security #
Home Address	City	State	Zip

**Bank Information**

Bank Name & Branch	Account Contact	Phone #
Address	City	State    Zip

**Trade References**

Name	Address	Phone Number	Account No./Contact

**Credit Agreement:**

In consideration for the extension of credit to the undersigned from Schilling Brothers Lumber & Hardware, Inc. AND/OR Schilling Brothers of Illinois, Inc, as applicable, (collectively referred to hereafter as the Seller), the undersigned (hereafter referred to as the Buyer) acknowledges and agrees to all the following provisions:

1. All invoices shall be paid net on or before the 15th of each month unless a draw payment schedule for new construction is approved in writing prior to the first delivery. A 1.5% per month (18% per anum) late fee will be added to all balances not paid by the 30th of each month.
2. The terms and conditions set forth on the reverse side hereof shall apply with respect to all transactions between the Seller and the undersigned (Buyer).
3. The undersigned authorizes the Seller to verify and exchange all necessary information pertaining to its account with all credit sources including, but not limited to, the ones listed above.
4. The undersigned certifies that the contents of this statement are true and accurate and that no material omission of fact is contained herein.
5. In the event of default the buyer agrees to reimburse the seller for all reasonable cost of collection including court costs and attorney fees.

**Business Name:** \_\_\_\_\_

**Signer:** \_\_\_\_\_  
*(Personal Signature Required)*

**Date:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**REVERSE SIDE MUST ALSO BE SIGNED**

## Terms and Conditions of Sale:

The terms and conditions set forth below shall apply with respect to all transactions between the undersigned Credit Applicant (Buyer) and Schilling Brothers Lumber & Hardware, Inc. AND/OR Schilling Brothers of Illinois, Inc. as applicable (Collectively referred to as Seller).

Buyer agrees that any and all sub-accounts (addresses to which Buyer requested material to be ordered for and/or delivered to) are part of this account and will be subject to these same terms and conditions.

- 1. SALES:** Prices on estimates are subject to change. Quantities on estimates are for estimating purposes only and do not constitute a contract. Quantities needed to complete your job may be greater or less than those estimated. This account will not have restricted access and the Buyer (company and/or individual) will be responsible for all charges unless Seller is notified in writing of all individuals who are/are not allowed to make charges. In case the Buyer becomes, or is, insolvent, bankrupt, or any proceeding materially affecting his business or property is instituted against Buyer, or Buyer fails to pay Seller's invoices when due, Seller shall, at its option, be free to curtail or discontinue its sales or deliveries for so long as such conditions shall continue. In addition Buyer shall be responsible and obligated to pay all court costs, reasonable attorney fees, and other expenses incurred by the Seller in the collection and liquidation of Buyer's past due charges. In the event of dispute, the laws of the State of Indiana will apply and in which Indiana would be the forum for the court proceedings.
- 2. DELIVERY:** Delivery charges will be waived on all deliveries over \$750.00. All materials when delivered and receipted for shall become the sole responsibility of Buyer thereafter and all risks of loss shall be transferred to Buyer. Seller shall not be liable and shall have no responsibility in connection with goods or materials placed in or upon Buyer's vehicle, even if Seller loads or helps load materials in or upon Buyer's vehicle. Buyer hereby waives any and all claims, demands, or rights in connection with losses or liabilities that may arise out of loading materials in or upon Buyer's vehicle.
- 3. MATERIALS RETURNED:** Unless due to Seller's error, no materials are to be returned or credit allowed without Seller's prior authorization. Authorized returns in good condition are credited at invoice price less a pick up/restocking charge and must be in resalable condition. Special ordered, non stock merchandise may not be returned. All returns for credit must be accompanied by a purchased receipt.
- 4. PAYMENT:** Seller will not accept credit cards for payment on this account and Seller reserves the right to refuse payment by check or draft. If a check or draft accepted by Seller is returned by the drawer's bank unpaid, for whatever reason, Buyer agrees to pay Seller for the costs incurred by Seller to collect the funds stated in the check or draft. All invoices shall be paid net on or before the 15<sup>th</sup> of each month unless a draw payment schedule for new construction is approved in writing prior to first delivery. A 1.5% per month (18.0% per annum) late fee will be charged on all balances not paid by the 30<sup>th</sup> of each month. Draws required in lieu of payment by the 15<sup>th</sup> of the month shall be: 1<sup>st</sup> Draw – Under Roof, 2<sup>nd</sup> Draw – Windows installed, and 3<sup>rd</sup> Draw – Finished Interior.
- 5. MECHANICS LIENS:** It is our standard procedure to pre-lien and lien property as it becomes necessary by the laws of Indiana, Illinois, and Michigan. Buyer, as an inducement to Seller to sell and deliver the items agreed upon, hereby expressly represents to the Seller to sell and deliver the items agreed upon, hereby expressly represents to Seller that Buyer has not done and will not do, either directly or indirectly, anything whatsoever which has or will have the effects of releasing, waiving, or surrendering the Mechanic's Lien rights of Seller to the property to be improved. No Waivers of Lien for materials shall be required of Seller until the same shall have been fully paid for. Buyer agrees to pay for all court costs, recording fees, reasonable attorney's fees, and other expenses incurred by Seller in securing Seller's Mechanics Lien rights in the event of default by the Buyer to pay according to the terms of this credit application.

### GUARANTEE AGREEMENT

In consideration of the extension of credit granted by Schilling Brothers Lumber & Hardware, Inc. AND/ OR Schilling Brothers of Illinois, Inc. (Seller), the undersigned does hereby unconditionally personally guaranty payment of whatever the amount the Credit Applicant, named on the reverse side hereof, shall at any time be owing to the Seller on account of goods and materials hereafter delivered, furnished, or supplied, whether said indebtedness is in the form of notes, bills, or open account. This shall be an open and continuing guaranty and shall continue in force notwithstanding any change in the form of such indebtedness, or renewals, or extensions granted by the Seller, without obtaining any consent thereto, and until expressly revoked by written notice from me to you and any such revocation shall not in any manner affect my liability as to any indebtedness contracted for prior thereto. The undersigned Guarantor further agrees to pay all expenses, including court costs and attorney fees paid or incurred by the Seller in collection of any or all amounts owed them by the credit applicant or in enforcing this guaranty agreement. The guaranty shall be a continuing, absolute and unconditional guaranty and shall be enforceable by Schilling Brothers Lumber & Hardware, Inc. AND/OR Schilling Brothers of Illinois, Inc. All diligence in collection or protection and all presentment, demand, protest and/or notice as to anyone or everyone, of dishonor and default and of non-payment and of the creation and existence of any and all guaranteed debts and of any and all extensions of credit and indulgence hereunder, are expressly waived.

The liability of the undersigned Guarantor(s) shall be joint and several. Payment from the Guarantor of monies due and owing as a result of this guaranty agreement shall be due upon demand by the Seller.

DATE \_\_\_\_\_

\_\_\_\_\_  
Sign Individually

***The Schilling Family Thanks You for Your Business!***

FOR OFFICE USE ONLY: (ver. 6.23.10)

Employee Receiving Application: \_\_\_\_\_ Date: \_\_\_\_\_

Approved \_\_\_\_\_

IN RB \_\_\_\_\_ IL RB \_\_\_\_\_ B \_\_\_\_\_ C \_\_\_\_\_ T \_\_\_\_\_ S1 \_\_\_\_\_ S2 \_\_\_\_\_

Declined \_\_\_\_\_

Account # \_\_\_\_\_ Date Account Processed: \_\_\_\_\_

Opened by: \_\_\_\_\_

Codes

Schilling Salesperson: \_\_\_\_\_

Kitchen Designer: \_\_\_\_\_