



Credit Card Signature Authorization Form

Card Type: Master Card Visa Amex Discover

Credit Card #: Exp Date:

Cardholder's Name as it appears on Credit Card:

Cardholder's Billing Address:

City: State: Zip:

CVV2/CVC2/CID:*

The 3 or 4 digit code printed on your card. See diagram 1, below.

I have read and accept the **Special Circumstances / Terms and Conditions** of all Sales that are included on Page 2 of this form. I hereby agree that any charges I incur at Interstate + Lakeland Lumber Corp. will be charged in full to my credit card as indicated below. In addition, I hereby agree to the special circumstances / terms and conditions of all sales that are included on Page 2 of this authorization form. I understand that this form is valid unless I cancel the authorization through written notice (via Certified Mail) to: Interstate + Lakeland Lumber Corp. Attn: Credit Department 247 Mill Street Greenwich CT 06830

Please be sure to sign in all THREE places and return BOTH pages.

Cardholders Signature: **X** _____

Cardholder's Printed Name: _____

Date: _____

Cardholder's Phone Number: _____

Cardholder's Fax Number: _____

Cardholder's Email: _____

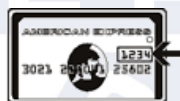
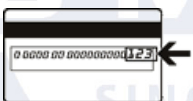
Persons Authorized to Charge

Please Select One

- Recurring with an Account** - I authorize IL to keep this CCAuth form on file for card-not-present, recurring transactions.
- Recurring with No Account** - I authorize IL to keep this CCAuth form on file for card-not-present, recurring transactions.
- One Time** - I authorize IL to charge my card one time for the amount of: \$ _____ , IL cannot keep this card on file.

Signature: **X** _____

* Diagram 1. CVV2/CVC2/CID number locations:
 Visa, Mastercard & Discover (3 digits) American Express (4 digits)



Salesperson: _____

Fax Number: _____

Create New Account CC Update (replace) CC Add Notes:

Customer Code: _____

Company Name: _____

For Internal Use Only

Special Circumstances / Terms and Conditions of All Sales

- a) **CONTRACT:** This invoice/Order constitutes the entire contract as to the merchandise specified herein between the Seller and Buyer. No modification shall be effective unless in writing and signed by the party to be bound. Typographical errors are subject to correction.
- b) **INCORPORATION OF TERMS:** The terms and conditions of sale as they appear on the face of the credit application and/or invoices are by this reference incorporated into and made part of this Agreement.
- c) **PAYMENT:** The invoice total, including taxes is due upon delivery. If accounts are not paid within the terms stated the Seller reserves the right to no longer extend credit.
- c1) To pay the account in full by **Net 30 days from the statement date**
 - c2) To pay service charge for late payment, computed at an annual percentage rate of 18%.
 - c3) To pay all reasonable charges for collection, including attorney's fee if the account is placed for collection or in the event of default.
 - c4) To be responsible for payment of any charges made by any apparent or actual agent or employee of the applicant, whether by oral instructions or in writing, unless the Company receives written notification of lack of authority of such agent or employee at least 7 days prior to such charges. Any such charges not disputed in writing by the applicant shall be deemed uncontestable thereafter.
- d) **WARRANTIES: SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY OR AS TO FITNESS OF THE MERCHANDISE FOR ANY PARTICULAR USE OR PURPOSE.**
If the merchandise delivered is found to be defective as to materials or workmanship, Seller shall have the option of repairing, replacing or refunding its cost (and the tax amount), but in no case shall Seller be liable for any sums other than the invoice amount. There is no warranty that "estimates" of either costs or materials specified will be exact.
- e) **ESTIMATE DISCLAIMER:** If this is an estimate, it is designed solely to provide the Contractor/Buyer with a rough estimate of the amount of material used in the given project. The material estimate will be based upon calculations or data provided by the Contractor/Buyer and such estimate assumes, among other things, normal and typical building and construction techniques. The actual amount of material used may vary from the material estimate due to a number of factors. Consequently, no representation or warranty has been made that the actual amount of material used will not vary from the estimate.
- f) **CLAIMS:** Any claims for shortage, defect, non-conformity of goods, error in shipment, or for any other cause, shall be deemed WAIVED AND RELEASED by Buyer unless made in writing within ten days after delivery of the merchandise.
"Delivery" is defined below.
- g) **DELIVERY:** Title to the materials shall pass from the Seller to Buyer upon delivery thereof to Buyer or his agent and thereafter shall be Buyer's risk. If delivery is by common carrier, delivery by the Seller to the carrier at point of origin shall constitute delivery to the Buyer and thereafter the shipment shall be at the Buyer's risk, and claims for loss or damages must be filed by the Buyer against the carrier. Title to goods loaded onto Buyer's conveyance at Seller's warehouse passes to the Buyer at the Seller's loading dock. If upon delivery at job site, there is not present at the job site an employee of the Buyer authorized to accept delivery and sign a delivery document evidencing delivery of material as listed on this invoice document, then the Seller reserves the right to deposit the material at the delivery area previously designated by the Buyer without obtaining a signed receipt therefore, and the Buyer agrees to liability for payment of this invoice as if it were signed by an authorized employee of the Buyer, unless the Buyer has previously in writing instructed the Seller not to deposit material at the designated delivery area without obtaining a signed delivery receipt from an authorized employee of the Buyer.
- h) **BUYER'S REMEDY:** Seller's liability to Buyer for any damages resulting from the purchase or use of the goods sold under this Agreement shall be limited to repair or replacement of the goods sold. Seller shall not be liable for any incidental or consequential damages including without limitation damages due to lost profits, property damage, or personal injury to the extent permitted by law.
- i) **RETURNED MERCHANDISE:** All merchandise returned to Seller for any reason (inability to deliver, unwanted, etc.) shall be accompanied by the original sales ticket and there shall be a restocking charge paid by Buyer of 20% of the cost (exclusive of tax) of the merchandise so returned. Special orders and assembled units are not returnable. Only stock items, in original units or full packages will be accepted for credit or exchange when returned in good condition. No returns accepted for damages after material leaves yard.
- j) **TAXES:** Buyer shall pay to Seller the amount of any and all taxes, excises, or other charges which Seller may be required to pay or to collect for any government, national, state or local, upon, or measured by the production, sale, transportation, delivery or use of the merchandise sold hereunder.
- k) **MISCELLANEOUS PROVISIONS:**
- a. Unpaid merchandise which remains in the delivery state can be repossessed after 60 days of non-payment. Merchandise not repossessed shall be considered consumer goods (CGS-42a-9-302/NY UCC9-302).
 - b. Upon demand (after at least 60 days of non-payment), Buyer will assemble all unused merchandise at Seller's sole election, for repossession by the Seller (CGS-42a-9-302/NY UCC9-503).
 - c. Merchandise repossessed by the Seller shall be considered equal in value to the invoiced amount.
 - d. This agreement is governed by the law of the state in which the Seller's store which supplied the goods is located.
- l) **Moulding Orders: Final Order Total Amount Due will vary due to length availability at time of placing the order.**
- m) **Special Orders:** As written in section (i), special orders are not returnable. The buyer understands that the seller is ordering special items based upon the specifications provided by the buyer and the approval of the buyer. All specifications were reviewed with the buyer and the buyer understands the materials being ordered. Once ordered the materials are non-refundable, no exceptions. Deposits are required on all special orders, for orders totally \$2,500.00 or less a 100% deposit is required. For orders over \$2,500.00 a 50% deposit is required.

I have read and accept the Special Circumstances / Terms and Conditions of All Sales

Signature: X