Account Number:		
Date:		
Sales Person:		

# Nation's Best – Illinois LLC CREDIT APPLICATION INDIVIDUAL

	Fax No:	Email:	
Address:	City:	State: Zip:	
Spouse:	Hom	ne Address	
Phone No:	Social Security	Number	
Current Employer:	Po Social Security	osition:	
Phone No:	Social Security	Number	
	nired Yes No ness References (Material Suppliers	Credit LimitDesired, Banks)	
NAME	ADDRESS	PHONE NO.	ACCOUNT NO
to hereafter as the Sell  1) All invoice payment cl rate of 18% paid by the 2) The terms transaction 3) The unders to its accord.  4) The unders	CREDIT AGREEME e extension of credit to the undersigned er), the undersigned acknowledges and es shall be payable net on or before the harge of 1.50% per month compounded 6, will be added to all past due amounts e undersigned. and conditions set forth on the reverse s as between the undersigned and the Selle signed authorizes the Seller to verify and ant with all credit sources including, but signed certifies that the contents of this omission of fact is contained herein.	from Nation's Best – Illinois, LLC agrees to all the following provision of the month following delivery monthly, or an effective annual percession balances over 30 days old and so ide hereof shall apply with respect ter.  If exchange all necessary information not limited to the ones listed above	ns: 7. A late centage shall be o all n pertaining
Date		Credit Applicant	
		**	
		Signature:	

#### TERMS AND CONDITIONS OF SALE

The terms and conditions set forth below shall apply with respect to all transactions between the Credit Applicant (Buyer) and Nation's Best – Illinois, LLC (Seller).

- 1. TERMS OF PAYMENT: Payment is due immediately upon receipt of goods at sellers' premises. 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 returned check ordraft.
- 2. CHARGES SALES: If seller elects to extend buyer credit. all invoices are due and payable net on or before the 10th of the month next following the month of delivery. A late payment charge of 1.50% per month compounded monthly (18% annually) will be added to all past due amounts over 30 days old. In case 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.
- 3. MECHANICS' LIENS: Buyer, as an inducement to 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 effect of releasing, waiving, or surrendering the Mechanics' 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. Upon demand by seller, buyer shall be obligated to immediately furnish seller with all necessary legal descriptions and all other relevant information necessary for seller to perfect a Mechanics' lien. 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 stated In Paragraph 2 hereof.
- 4 CANCELLATION: All sales, prices, deliveries and contracts are made subject to strikes, lockouts, fires, explosions, accidents, tornadoes, floods, storms, other acts of God, demands or requests made by the United States or any other government entity, delays of carriers and any other matter or thing beyond seller's reasonable control, and upon the happening of such event or events, the seller shall have the right to cancel all such sales, prices, deliveries and contracts or to postpone all deliveries thereon without notice to anyone of the seller's election to do so or of so doing.
- 5. DELIVERY: Buyer shall have an agent on the job site to receipt for all materials. In case of agent's absence, seller may, at its option, deliver the same, and the driver's signature and statement in writing as to articles so delivered shall be conclusive evidence of delivery of said articles. All materials when delivered and receipted for shall become the sole responsibility of buyer thereafter and all risks of loss shall be transferred to the 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.
- 6. 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 20% to cover handling and service charges and expenses. Special ordered, non-stock merchandise may not be returned. All returns for credit must be accompanied by a purchased receipt.

PLEASE READ THE ABOVE TERMS AND CONDITIONS OF SALE AND DO NOT HESITATE TO ASK US ABOUT ANY OF THEM IF YOU SHOULD HAVE ANY QUESTIONS OR DO NOT UNDERSTAND THEM.

# **GUARANTY AGREEMENT**

In consideration of the extension of credit granted by Nation's Best – Illinois, LLC the undersigned does hereby unconditionally, personally guaranty payment of whatever amount the Credit Applicant, name 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 extension 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 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 anyone or more of the named Companies on the reverse side.

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 debtors 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

# Nation's Best - Illinois, LLC

# **Crafty Beaver Home Centers**<sub>sm</sub>

YOUR ONE-STOP LUMBER, BUILDING AND HARDWARE CENTERS A HOME CENTER ... PLUS A COMPLETE LUMBER YARD!

#### - CORPORATE OFFICE -

4810 W . OAKTON • P.O. BOX 204 • SKOKIE, IL 60076-0204 • 847-677-2106 • FAX 847-677-2155

#### -HOME CENTER LOCATIONS -

4810 W. Oakton Skokie, IL 60076 Phone: 847-673-3000 1522 W. Lawrence Chicago, IL 60640 Phone: 773-271-2288 4306 N. Central Chicago, IL 60634 Phone: 773-725-4432

-Visit Our Web Site: www.craftybeaver.com ---

FROM:	<u> </u>
Account Name/ Number:	
List of individuals authorized to charge:	
Special Instructions	
	(Signed by)
	(Date)

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—Visit Our Web Site: www.craftybeaver.com ——

Dear Valued Business Partner;

Crafty Beaver Home Centers is in the process of developing a new web- b as e d marketing program exclusively for our customers. We plan to bring you exciting specials, newsletters, and up to date market information via e-mail.

As an additional feature of this new program in an effort to help you track your purchases we can e-mail your invoices directly to you the day of the purchase. No more lost copies or need to get duplicate copies of invoices. We will also send your statement thru your e-mail address.

If you would like to be included in this exciting new program, simply fill out this form and send it back to us.

We promise to keep this information confidential and will not sell our customer list to any outside entity.

Name
Customer#
E-Mail
Thank you for you patronage, we look forward to serving you in the future.
Sincerely,
Crafty Beaver Home Centers

# Nation's Best – Illinois, LLC Crafty Beaver Home Centers<sub>sm</sub>

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-Visit Our Web Site: www.craftybeaver.com -

# OUR PRIVACY NOTICE

Keeping customer information secure is a top priority for us at Crafty Beaver Home Centers. We are providing you this privacy notice to help you understand how we handle the personal information about you that we collect and may disclose. This notice tells you how you can limit our disclosure of personal information about you. The provisions of this notice will apply to former customers as well as current customers unless we indicate otherwise.

# Our policies and practices to protect your personal information:

We protect personal information we collect about you by maintaining physical electronic. and procedural safeguards that meet or exceed applicable law. Third parties who have access to personal information must agree to follow appropriate standards of security and confidentiality.

We train people who work for us how to properly handle personal information and we restrict access to it.

# Categories of personal information we collect:

The personal information we may collect about you comes from various sources including:

- Information we receive from you on application or other forms, such as name. address, social security number, telephone number, income and occupation.
- Information about your transactions with us, our affiliates, or non-affiliated third parties, such as account balances, payment history, and account activity.
- Information we receive from a consumer reporting agency, such as your credit bureau reports and other information relating to your creditworthiness.
- Information we receive about you from other sources, such as your employer and other third parties.

We do not disclose any non-public personal information about our customers or former customers to anyone, except as permitted by law.