



KIMAL LUMBER



Application for Credit and Agreement of Terms and Conditions of Sale
 Mail completed application to: Kimal Lumber, P O Box 969, Nokomis, FL 34274
 Or Email completed application to: cvanfleet@gulfeaglesupply.com

For Office use only:			
BRANCH # _____		ASSIGNED SALESPERSON _____	
CREDIT MANAGER SIGNATURE: _____		PRICE LEVEL: _____	
Anticipated Monthly Purchase Volume: \$ _____			
COMPANY/APPLICANT NAME:			
Street Address:		City:	State:
Phone:		Fax:	Zip Code:
Contact for invoicing - email:		Contact for products/pricing information - Email:	
PO Box:		City, State, Zip:	
Sole proprietorship: <input type="checkbox"/> Partnership: <input type="checkbox"/> Corporation: <input type="checkbox"/>		State of Incorporation:	Date business commenced:
PRINCIPALS AND GUARANTORS NAMES AND HOME ADDRESSES			
Name:	Name:	Name:	
Address:	Address:	Address:	
State, Zip:	State, Zip:	State, Zip:	
Phone:	Phone:	Phone:	
Own or Rent:	Own or Rent:	Own or Rent:	
SS#:	SS#:	SS#:	
Spouse's Name:	Spouse's Name:	Spouse's Name:	
Driver License #:	Driver License #:	Driver License #:	
State of Issue:	State of Issue:	State of Issue:	
TRADE REFERENCES (MATERIAL SUPPLIERS ONLY)			
Company Name:	Company Name:	Company Name:	
Contact Name:	Contact Name:	Contact Name:	
City, State:	City, State:	City, State:	
Phone:	Phone:	Phone:	
Email:	Email:	Email:	
Fax:	Fax:	Fax:	
BONDING INFORMATION			
Surety:	Agent:	Tel:	
Bonding Capacity: _____			
BANK REFERENCES			
We authorize all banks to provide requested account information to Gulfside Supply, Inc. DBA Kimal Lumber.			
Bank Name:	Bank Name:	Bank Name:	
Address:	Address:	Address:	
Acct#:	Acct#:	Acct#:	
TAX & LICENSE INFORMATION			
Contractor License #:	Renewal Date:	Name of License Holder:	
Driver License #:	State of Issue:		
Home Address:	Home Phone:		
Federal Tax ID #:	Tax Year End Date:		

Blanket Exemption Certificate (Please attach copy if applicable)

Taxable Exempt

The undersigned Applicant hereby certifies that it is licensed to do business under the law(s) of the State of _____ holding the sales tax license Permit number: _____

Enumerated and that the tangible personal property purchased is exempt from sales and use tax for the following reason:

- Resale, in the regular course of business, the form of tangible personal property.
- Incorporating the same, as material, ingredient, or component part into tangible personal property.
- Other authorized exemption (describe): _____

This certificate shall be considered a part of each order given by Applicant from and after the effective date hereof unless such order shall otherwise specify. This certificate shall continue in full force and effect unless and until revoked in writing by Applicant. Applicant understands and agrees that if it uses any property purchased tax-free under this certificate in any manner which would not exempt the sale from tax, it becomes the user or consumer of such property, as assumes liability for and undertakes full payment of any tax due.

TERMS AND CONDITIONS OF SALE INCLUDING GUARANTY

The following terms and conditions apply to and govern the sale and delivery of products by Gulfside Supply, Inc. d/b/a Kimal Lumber Company (hereafter referred to as "Kimal") to the purchaser listed on the credit application (the "Customer"). Customer's acceptance of any products is expressly limited to these Terms and Conditions of Sale. Any additional or different terms suggested by Customer are rejected unless expressly consented to in a written document signed by Gulfside Supply, Inc. President or CEO.

- 1.) COD sales are to be paid for in advance of delivery. On credit or charge sales, the cutoff of billing is the last day of the month. Payment is due on or before the 10th of the month following delivery. In the event that payment is not tendered by the 15th of the month, it will be considered past due and is subject to interest at the rate of 1-1/2% per month (18% per annum) or the maximum lawful rate, whichever is higher, and a monthly late charge fee. Payments received shall be applied first to interest, then to principle of the oldest outstanding invoices.
- 2.) Customer agrees to pay by check, cash or via the Kimal online portal on the appropriate due date and recognizes that all pricing has been discounted, as such, in advance of invoicing. If Customer wishes to alter these terms, and/or pay by an alternative method, then those respective items/amount will be rebilled at the non-discounted price.
- 3.) Any disputed item, charge, term or provision of Kimal's printed invoice or statement, or claim of damage, material defect or shortage, must be made in writing by the Customer and sent to Kimal Lumber, P O Box 969, Nokomis, FL 34274, Attn: Credit Manager (address for any notices required herein), via Certified Mail within 10 days of date of invoice. Kimal does not guarantee or warrant any specific delivery times or dates. Notwithstanding the foregoing, any claim on a COD sale must be made in writing within 48 hours of date of delivery.
- 4.) **KIMAL MAKES NO WARRANTIES, IMPLIED OR OTHERWISE, AND HEREBY DISCLAIMS ALL WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE OR MERCHANTABILITY. SOME GOODS SOLD BY KIMAL CONTAIN MANUFACTURER'S WARRANTIES OR GUARANTEES; OTHER THAN THESE, ALL GOODS ARE SOLD "AS IS". THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE FACE HEREOF.**
- 5.) Unless express and specific written directions are given to Kimal to the contrary, via Certified Mail, Customer specifically agrees that all employees, office or jobsite personnel, users of the account and/or apparent agents of the Customer shall be authorized to make purchases on the account and/or accept material deliveries, for which Customer is responsible.
- 6.) Should any indebtedness not be paid in accordance with the terms herein or from any dispute arising out of or relating to the terms and conditions of sale, Customer agrees to pay Kimal's attorney's fees, as a prevailing party, (the greater of 33-1/3% of the account balance or court awarded attorney's fees) and court costs, costs of collection, including litigation in the trial court and appellate litigation, and hereby waives right to jury trial, notice of presentment and notice of default and stipulates to venue in the state courts of Hillsborough County, Pinellas County, or Sarasota County, Florida or at the discretion of Kimal.
- 7.) Customer shall notify Kimal via Certified Mail within seven (7) days of any change in ownership or form of Customer's business failing which Kimal may, at its option, suspend or terminate any further extensions of credit. Further, if the Customer is in default with regard to any terms of sale or credit including payment default, Kimal may stop shipment and refuse delivery of any pending orders or any materials in transit.
- 8.) Kimal reserves the right to request additional financial or credit information, including financial statements, from Customer or banks or credit agencies at any time as a condition precedent to additional sales. Customer hereby authorizes its bank and third-parties who Customer lists on any credit application to release any information regarding account balances and credit history to Kimal.
- 9.) It is agreed that job accounts may be set up as necessary by Kimal to which all terms and conditions of sale terms related to credit shall apply.
- 10.) Notice to Owner or preliminary notice will be sent by Kimal on all job accounts or when deemed necessary.
- 11.) Kimal reserves the right to stop shipments on any account due to Customer's failure to comply with all terms and conditions of sale. Kimal shall not be responsible for delays in or failure of delivery due to circumstances beyond its control, including but not limited to labor disputes, fires, floods or other casualties, adverse weather conditions, public disturbances, government regulations, or material shortages.
- 12.) Payments due Kimal shall be paid when due, regardless of any ongoing claim or dispute.
- 13.) All deliveries are subject to a delivery charge and fuel surcharge which is in addition to the quoted price.
- 14.) All material returned for refund is subject to a restocking fee of up to 25%. All special-order materials are not returnable or refundable.
- 15.) In the event that Customer does not have a representative on a jobsite, Customer accepts responsibility for the correctness of the material count as shown by Kimal on any delivery ticket and/or invoice. Customer accepts responsibility for the material upon completion of the delivery. Delivery of material with or without a signed delivery ticket shall constitute acceptance and obligate Customer for payment of same.
- 16.) Customer shall defend, indemnify, and hold harmless Kimal and its agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the delivery and/or placement of materials, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property but only to the extent caused by the negligent acts or omissions of Customer, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.
- 17.) Each invoice along with these terms and conditions shall be construed to be between merchants. Any question or dispute regarding their validity, construction or performance by either party shall be governed by the laws of the State of Florida, the exclusive choice of law and which laws control.

18.) This agreement and application along with the invoice(s) and terms and conditions therein contain the entire agreement between the parties and supersede any prior agreements or understandings between them. These may not be amended or modified except by written instrument including additional consideration signed by Gulfside's President or CEO or their successors-in-interest. There shall be no oral amendment(s) to the terms, conditions and guaranty in this agreement. If any part of this agreement is judicially determined invalid, all other portions remain intact. An electronic copy of or facsimile of this document shall be deemed an original for all purposes. **CUSTOMER ACKNOWLEDGES THAT TERMS AND CONDITIONS MAY BE UPDATED FROM TIME TO TIME AND AVAILABLE UPON REQUEST. GULFSIDE WILL MAKE BEST EFFORT TO INCLUDE UPDATED TERMS ON THE CUSTOMER MONTHLY STATEMENTS. CONTINUED USAGE OF THIS CREDIT ACCOUNT IS ACKNOWLEDGMENT AND AGREEMENT TO THE UPDATED TERMS AND CONDITIONS.**

EEO/AA EMPLOYER. Customer and Kimal shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a) as applicable. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

Signature of Customer: _____ Date: _____

By: _____ Title: _____

Signature of Customer: _____ Date: _____

By: _____ Title: _____

I represent that I have read these terms and conditions and I am authorized to accept them for Customer and as Guarantor(s) of the account, and I further represent that all facts contained herein are truthful to the best of my knowledge and all goods charged to this account will be for commercial use with the intent to earn profit. I understand if Customer is granted credit, in consideration of the foregoing terms and for value received, I (individually, jointly and severally with Customer and other Guarantors) guarantee the payments by the Customer and the payment of all sums that become due hereunder and for all additional purchases as Guarantor(s) on the account. The undersigned waives notice of acceptance of this guaranty and notice of any default by Customer. This shall be a continuing guaranty and will not terminate unless a written request is delivered to Kimal by Certified Mail at the address set forth herein for notices and only if Kimal thereafter acknowledges receipt of the notice in writing, however, all accrued indebtedness through that date shall continue to be the liability of guarantor. This guaranty shall not be affected by any extension of time, payments, increased credit limit, oral representation, modifications, or additions to this agreement, with or without consent of the Guarantor. A corporate title after my signature is not intended to negate my individual, joint and several liability as guarantor for credit extended to Customer and my signature is both in a representative and individual capacity.

Signature of Guarantor: _____ Date: _____

Printed Name:

Signature of Guarantor: _____ Date: _____

Printed Name:

IMPORTANT NOTICE

The above information is considered as a basis for extending credit. This application for credit may not be approved if information is incomplete or not filled-in or if not properly signed. By completion of this application, the Customer understands that this is an application for the extension of credit to be considered and relied upon by Kimal.

PLEASE PROVIDE THE AUTHORIZED PURCHASERS	
NAME:	SIGNATURE:
NAME:	SIGNATURE:
NAME:	SIGNATURE: