

**MASSACHUSETTS**

5 Lopez Road
P.O. Box 1012
Wilmington, MA 01887
Tel: 617.666.3200
Fax: 617.625.8110

RHODE ISLAND

250 Station Street
Cranston, RI 02910
Tel: 401.467.2220
Fax: 401.467.2359

NEW HAMPSHIRE

28 Daniel Plummer Road - Unit 7
Goffstown, NH 03045
Tel: 603.647.8442
Fax: 603.647.8439

Application Information

Name _____ Type of Business: _____

Street Address _____ Zip Code _____

Tel. No. () _____ Fax No. () _____ Tax ID/Soc. No. _____

Please provide your billing address if different.

Credit Line Request: _____

Purchase Order Number Required ☐ Yes ☐ NoYears in business _____ Type of Organization ☐ Proprietorship ☐ Partnership ☐ Ltd. Partnership ☐ Corporation ☐☐ Limited Liability Company ☐ Subsidiary ☐ Division ☐ Branch ☐ Affiliate of (Name) _____

and Address _____

Real Estate Owned: Location _____ Mortgagee _____ Mo. Pymt. _____

☐ Tax Exempt # _____ Please Attach Tax Exempt Certificate

Identity of All Owners, Partners and Members (Attach additional sheets if necessary)

Full Name _____ Title _____ Home Address _____

Bank References

Name _____ Address _____ Tel. No. _____ Account Nos. _____ Contact _____

Trade References

Name _____ Address _____ Tel. No. _____ Account Nos. _____ Contact _____

Application and the undersigned certify that Applicant is financially sound and that all the information on this application and submitted herewith is current and accurate. You are authorized to make credit inquiries at any time and all banks and trade references named herein may release information pertaining to Applicant's credit worthiness and financial responsibility at any time. The General Terms and Conditions printed on the reverse side shall be binding upon Applicant. The undersigned represents that he/she is duly authorized to execute and deliver this Application and the acceptance of credit by Applicant shall constitute acceptance of the General Terms and Conditions.

Authorized Signatory _____ Print Name _____ Title _____ Date _____

In consideration of the extension of credit to the Applicant, I/We, having a financial interest in Applicant, hereby personally guaranty the payment and performance of all obligations of Applicant to Spaulding Brick Co., Inc. and agree that this guaranty is an independent obligation.

Name _____ Social Security No. _____ Date _____

Name _____ Social Security No. _____ Date _____

APPLICANT, PLEASE DO NOT WRITE BELOW THIS LINE

Salesman # _____ Date: _____ Amount: _____ Approved By: _____

GENERAL TERMS AND CONDITIONS

1. **TAXES:** All applicable state, federal, local and other sales taxes to be added to invoiced amounts, all of which shall be paid by buyer unless buyer furnishes a proper exemption certificate upon the execution of this order. Buyer is responsible for all taxed, surcharges, and assessments and fees incurred by Seller (except income taxes), now and hereafter imposed and will pay the same promptly upon demand by Seller.
2. **PAYMENT:** Payment in full is due within thirty (30) days from date of invoice. An account is delinquent when buyer fails to pay total amount due within thirty (30) days. A service charge of one and one-half (1 1/2%) percent per month is payable on such past due amounts which buyer agrees to pay. Seller reserves the right to revoke any extension of credit to Applicant at any time, without cause or notice, in which event full payment shall be immediately due. Buyer agrees to pay all costs and expenses, including attorney's and experts fees, incurred in connection with the sale of goods by seller to buyer or in seeking payment therefore.
3. **JURISDICTION/GOVERNING LAW:** All legal actions between the parties shall, unless Seller elects otherwise, be brought in the Commonwealth of Massachusetts. The substantive law of Massachusetts shall apply to all disputes whenever arising. Buyer and guarantor consent to jurisdiction in Massachusetts. Buyer also agrees that Seller, in its sole discretion, may demand that one or more issues arising hereunder, specifically in writing by it, be determined by arbitration conducted pursuant to the rules and regulations of the American Arbitration Association: held remedy shall be in addition to, and not in derogation of other remedies open in it.
4. **PRICES:** Prices are subject to change without notice, goods shipped at buyer's risk at prices in effect at date of shipment. Unless otherwise agreed, material prices quote in writing are firm and only for shipments with the period of time indicated, but in no event longer than six months from date of order. Later shipments will be invoiced at prices then prevailing. Any increase or decrease in transportation effective subsequent to the date of this order shall be added or deducted from the contract price.
5. **DELIVERY:** All deliveries are based on minimum carloads as fixed by railroads or minimum truckloads as fixed by contract haulers. The stacked delivery at jobsite consists of a self-contained package or a disposable pallet (at seller's options) delivery in full truckloads unloaded by trucker in a single drop next to vehicle. Buyer shall provide adequate and level space and suitable planking to prevent damage during the unloading process. Unloading time is one hour and buyer shall be responsible for delays, demurrage and other expenses for failure to accept prompt delivery in accordance with shipping schedule. Special size pallets and packing configurations shall carry extra costs. Any material which is released for shipment by rail through our warehouse and is not taken within 30 days from date of our invoice will be subject to storage charges of \$6.00 per M standard size brick equivalent for each month or any portion thereof beginning 31 days from the date of our invoice.
6. **RISK OF LOSS/DELAY:** All sales of F.O.B. plant unless otherwise indicated on the reverse side hereof. Goods delivered to a carrier or left at premises specified by Applicant shall be deemed received and shall thereafter be at Applicant's risk. Seller will use its best efforts to fill the order at the time specified but delivery is contingent upon and Seller shall not be liable by reason of any delays caused by fires, strikes, floods, accident, government priorities and regulations or other causes unavoidable or beyond its reasonable control. Acceptance of the goods shall constitute a waiver of all claims based on delay in delivery.
7. **DISCLAIMER OF WARRANTIES:** Except as and to the extent expressly stated on the reverse side hereof. SELLER MAKES NO WARRANTIES OF ANY KIND EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, except that the material shall conform to the specifications, if any, listed on the reverse side hereof, and no warranties shall be implied by law. ALL DETERMINATIONS OF THE SUITABILITY OF THE MATERIAL FOR THE USE CONTEMPLATED BY BUYER IS THE SOLE RESPONSIBILITY OF BUYER. SELLER SHALL HAVE NO RESPONSIBILITY IN CONNECTION WITH SUCH SUITABILITY. All brick is subject variations in color and shade and seller makes no warranties, express or implied, with respect to the color and shade of brick, unless buyer shall have previously requested field panels of the brick from seller, erected the panels in accordance with the manufacturer's instructions and recommendations, and given written notice to seller of the approval of the panel by buyer. Notwithstanding the foregoing, ANY CLAIMS FOR ANY VARIATION OR POSSIBLE DEFECTS IN MATERIAL MUST BE MADE BEFORE INSTALLATION IS BEGUN. NO CLAIMS WILL BE CONSIDERED AFTER BRICK IS INSTALLED. USE CONSTITUTES ACCEPTANCE OF ALL DEFECTS AND ALL VARIATIONS IN COLOR AND SHADE. UNDER NO CIRCUMSTANCES WILL SELLER'S RESPONSIBILITY EXCEED THE INVOICED PRICE OF THE BRICK. Seller shall not be liable for any direct, indirect incidental or consequential damage or loss resulting directly or indirectly from the delivery and use of the goods, nor, without limitation, any other liability of any nature with respect thereto. Seller makes no recommendations with respect to cleaning of material and any staining, sealing or paving is done at buyer's risk.
8. **CLAIMS:** NO CLAIMS WILL BE CONSIDERED UNLESS NOTICE THEREOF IS GIVEN WITH FIVE (5) DAYS AFTER DELIVERY. A claim for damaged or defective material will not be valid unless and until an authorized representative of seller has verified that such material is not in accordance with the specification on the reverse side hereof, if any, or with any field panel approved by buyer. Seller's liability shall be limited exclusively to furnishing replacements for such material. Seller shall not be responsible to any person for costs associated with defective material which has been used by buyer.
9. **RETURNS:** In no event may material be returned for credit, including, but not limited to, goods ordered in excess of Buyer's requirements, without the prior written consent of Seller acting in its sole and complete discretion. In no event may custom-made material and shapes be returned for credit. All brick returned shall be full cubes only, strapped and on pallets if so delivered. All returned material is subject to a minimum 20% restocking charge. Transportation charges shall be paid by Buyer. Seller reserves the right to invoice Buyer in full for remaining ordered material after thirty (30) days of no shipping activity on said ordered material. Seller demands payment of said invoice no later than thirty (30) days from invoice date. Buyer may accept immediate delivery of said material or Seller will hold said material on consignment from Buyer no longer than one year from the date of said invoice. Upon payment of said invoice IN FULL, Seller shall attempt to sell the material. If successful, when Seller is PAID IN FULL for said material, Seller shall reimburse original Buyer the subsequent re-sale price less any storage and handling charges. After the aforementioned one year period, Seller shall dispose of the material by and means necessary. Said disposal shall be automatic and no notice shall be given to the Buyer.
10. **ORDERS:** Custom made material and shapes are made on special order only. Such orders and all other special orders and not subject to cancellation and buyer is responsible for payment of total quantity ordered whether or not used. Seller may require full payment at time material is placed on order. Seller's confirmation of an oral order shall be binding upon buyer.
11. **ENTIRE AGREEMENT:** The terms and conditions set forth above and on the reverse side hereof constitute the entire agreement of the parties. This Agreement may be altered only by additional writings executed by seller. Terms contained in buyer's purchase order are not part of any agreement to which seller consents. If buyer's purchase order expressly limits acceptance to the terms of such purchase order or contains and objection to any terms additional to or different from those contained in the purchase order, neither this document, and acknowledgement of the order nor shipment of the goods hereunder shall be deemed to be an expression of acceptance of such terms and any such shipment of goods shall be deemed an accommodation to buyer.
12. If seller delivers goods or renders services to buyer without a written acceptance from buyer, these terms and conditions shall apply.