

N. Z Cramer & Son, Inc.

101 Creagerstown Road Woodsboro, MD 21798

Phone: (301) 898-9116

Website: www.nzcramer.com

Fax: (301) 898-5854

Personal Credit Application

Date _____ Name _____ Soc. Sec. # _____ Date of Birth _____

Address _____
(Street) (City) (State) (Zip Code)

Own/Rent/Live with Relatives _____ How long at above address _____ No. of children _____

Home Tel. # _____ Bus. Tel. # _____ Email _____

Employed by _____ How long _____

Employer's Address _____

Position _____ Income per month \$ _____

Spouse's Name _____ Spouse Employed By _____ Address _____

_____ How long _____ Position _____ Income/Mo \$ _____

Name and Address of nearest relative not living with you _____

_____ Relationship _____

Purpose for opening account _____ Amount requested \$ _____

References: Name Address Telephone Number

Bank: _____

Landlord/Mortgage Co. _____

Charge Accts 1) _____ 2) _____ 3) _____

Real Estate Owned

Address & Type of Property	Title in Name of	Date Acquired	Cost	Market Value	Mortgage Amt.
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_____	_____	_____	_____	_____	_____
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Banks or Finance Companies where Credit has been obtained other than Home Mortgage

Name & Address of Lender	Credit in the Name of	Secured or Unsecured	High Credit	Current Balance
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_____	_____	_____	_____	_____
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Contingent Liabilities

Do you have any contingent liabilities? If so, describe _____

As endorser, co-maker or guarantor? \$ _____ Legal Claims \$ _____ Other debt \$ _____

Personal Information

Are you a partner or officer in any other venture? If so, describe _____

Have you ever filed for Bankruptcy? _____ If so, when? _____ Are you a defendant in any legal actions? _____

We understand that by charging purchases we agree to pay the balance due within 30 days of delivery. If the balance is not paid in full by the 25th of the month following delivery we will pay 2% finance charges on the unpaid balance; in the event that the account is sent for collection we agree to pay attorney fees as permitted by law. With this document we do hereby authorize N. Z. Cramer & Son to contact the credit bureau and investigate the information referenced herein and other data pertaining to our credit and financial responsibility.

Principal _____ Principal's Spouse _____

TERMS AND CONDITIONS OF SALE

1. These terms and conditions of sale shall control on all sales, including all direct shipment sales arranged by or through N. Z. Cramer & Son Inc. (“N. Z. Cramer”) whether or not materials are delivered by or through N. Z. Cramer.
 2. All orders placed for special order materials (i.e., those materials not kept in stock) are final and require 50% deposit at time of order, with the balance due upon arrival at N. Z. Cramer. Once a special order is placed and confirmed in writing by N. Z. Cramer, purchaser agrees to accept said materials and make payments in full. Returns shall not be permitted on special order materials.
 3. On all orders placed for stock, out of stock and special order materials, where the delivery date is delayed due to a manufacturer's shipping error, or any other error, purchaser agrees to hold N. Z. Cramer harmless for any delay and agrees to make payments in full for said goods.
 4. All materials delivered must be examined and inspected by the purchaser and/or his agent or representative upon receipt. For all materials examined and inspected upon receipt, any claim of shortage and/or damage must be made at time of delivery. Where purchaser and/or his agent or representative cannot examine and inspect material upon receipt, any and all claims must be made within three (3) working days of delivery. Any claims made after the prescribed time period shall not be honored.
 5. Stock materials may be returned, if in good condition, and are subject to a 20% handling fee.
 6. Purchaser acknowledges that any and all decisions as to the return of materials are made at the sole discretion of N. Z. Cramer and may be changed or revoked at any time without notice.
 7. N. Z. Cramer agrees *only* to replace any and all materials shipped and/or received in defective condition.
 8. Purchaser agrees that his/her **SOLE REMEDY** available for any default arising out of the sale and/or use of any and all materials purchased shall be the return of said materials purchased for a full refund. Purchaser acknowledges that no suit will be brought against, or shall include, N. Z. Cramer where either consequential or incidental damages are sought.
 9. Any claim or controversy shall be settled either by binding arbitration, or by any court of competent jurisdiction. Purchasers agree that jurisdiction for all claims shall be placed in the State of Maryland, Washington County. On all disputed matters, purchaser agrees to pay N. Z. Cramer’s attorney's fees, costs, and disbursements.
 10. On all matters referred by N. Z. Cramer to their attorneys for collection, purchaser agrees to pay 30% of the total sale price or the actual amount billed, whichever is greater, for attorney's fees, plus costs, and disbursements.
 11. Purchaser agrees that N. Z. Cramer shall not be responsible for any manufacturer or shipping defect. Purchaser further agrees to hold N. Z. Cramer harmless for any manufacturer or shipping defect or any injury to person or otherwise due to said defects.
 12. N. Z. Cramer makes no warranties express or implied, including without limitation, warranties as to merchantability, or as to fitness for a particular purpose, and as such shall not be liable for any loss or damage directly or indirectly arising from the use of such materials.
 13. Title for all goods and/or materials remains with N. Z. Cramer until paid for in full by the purchaser. Should purchaser take action under Title 11 of the United States Code, or take any other action to avoid making payment in full, purchaser agrees to promptly return any materials not paid in full. Purchaser agrees to keep the materials fully insured until paid for in full.
 14. The risk of loss of any goods and/or materials shall pass to the purchaser as soon as said goods and/or materials are delivered to purchaser at its place of business or any other place specifically designated by the purchaser for the delivery.
 15. Purchaser agrees that any account thirty (30) days past due shall be charged 2% per month interest on the unpaid balance (24% per annum).
 16. In the event the purchaser is a corporation, partnership, or any other legal entity, the individual or individuals whose signature appears hereon agree to and do personally guarantee payment for any and all materials sold to the above-named entity.
- Purchaser acknowledges that he/she has read and agrees to all of the above terms and conditions of sale and that with regard to any discrepancy between these terms and the terms of sale found on any other company document, these terms shall control.

Principal

Name (Print)

Date

Principal’s Spouse

Name (Print)

Date