



SPENCER HOME CENTER, INC.

1398 North Lee Highway P.O. Box 1307 Lexington, VA 24450

PH. 540.463.7393 Fax 540.463.4826

CREDIT APPLICATION and GUARANTEE AGREEMENT

Business or Individual Name _____

Mailing Address _____ City/State/Zip _____

CREDIT LIMIT REQUESTED _____ SSN# _____ Tel# _____

Spouse's Name _____

We prefer to FAX or EMAIL monthly statements. Please provide a Fax number or E-mail address below in order to receive your statement

FAX _____ E-Mail _____ Please e-mail my invoices at time of purchase ☐

Credit References & Bank Information:

Project Financing provided by: _____ May we contact them? _____

Businesses- please list your Officers Address Phone

Project Address _____

New house ☐ Remodel ☐ Addition ☐ Other ☐

Payment Terms: Account balances are due **IN FULL** by the 10th of the month following our monthly closing. Accounts not paid in full by the 20th will be considered PAST DUE and will be charged a finance charge of 2%, which is an annual rate of 24%. Past due accounts may have their credit privileges suspended. Account balances being paid with a credit card will have a **2% Convenience Fee** added to the balance being paid.

I/We agree to these terms and to the security agreement on the reverse side of this application.

Date: _____ By: _____ (Seal)

Signature and Guarantor

By: _____ (Seal) Print Name _____

(Over)

Retail Charge and Security Agreement

Payment Terms: Account balances are due IN FULL the 10th of the month following purchases. Accounts not paid in full by the close of business on the 20th of the month following purchase will be considered PAST DUE and will be charged a finance charge of 2%, which is an annual rate of 24%. Past due accounts will be placed on "credit hold" and sold by CASH only.

Statement: In consideration of credit being extended to the undersigned or anyone on his or their behalf, the undersigned agrees, without offset, to pay for the same promptly when due. It is agreed that all invoices and delivery tickets, whether signed or not, shall be deemed true and accurate unless alleged discrepancies are reported in writing to SPENCER HOME CENTER, INC. within five (5) days of its date. Purchases and deliveries are herewith authorized to be made without signatures. The undersigned hereby waives the benefit of Homestead Exemption as to any obligations, and agrees, in the even any suit or legal proceedings, to pay the cost thereof including 25% attorney's fees. In consideration of your extending credit to the applicant on the reverse side hereof, the undersigned hereby unconditionally agrees to pay SPENCER HOME CENTER, INC. all sums, which have been incurred or may hereafter become due and payable by virtue of your extension of credit to the applicant or anyone on his or their behalf. Notice of default is hereby waived, and this shall not be affected by granting extensions of time for payment or other indulgences and shall remain in full force and effect until written notice of cancellation from the undersigned has been received by SPENCER HOME CENTER, INC.

Delivery and Purchases: Applicant authorizes purchases and deliveries to be made without signature. Applicant 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 shall be conclusive evidence of delivery of said articles. All materials when delivered and receipted for shall become the sole responsibility of the buyer thereafter and all risks of loss shall be transferred to 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. ***All deliveries to each lot shall be considered a single contract.***

Materials returned: You have 45 calendar days to return a stock item from the date you received it.

To be eligible for a return, your item must be unused and in the same condition that you received it. Your item must be in the original packaging. Account holders with Spencer Home Center will have a receipt on file. Non-Account holders must have proof of purchase and returned with the item needing refunded.

An item to be picked up at the job site (Example: lumber, block, plywood etc.) will need to be scheduled just like a delivery. This enables Spencer Home Center to gather information (Example: job site visit, pictures etc.) on the return prior to being picked up. Block and Hardscapes (Example: cement masonry units, retaining wall blocks and patio pavers) are returnable with a minimum \$50.00 handling fee. **All block and hardscape items being picked up MUST be palletized as delivered.** Non-Stock items are **Non-Returnable!!!** If an item is a non-stock item, and it is deemed Spencer Home Center's fault in the incorrect ordering of the product, approval by Management is required before returning or scheduling a job site pick up. **Refunds:** Once we received the returned item, we will inspect it. If your return is approved, we will initiate a refund to your Spencer Home Center account. If you paid with credit card, you will receive the credit and it will be posted to you card within a certain amount of days, depending on your card issuer's policies. If paid with a check or cash and the refund is over \$50.00 you will be issued a check. **All returns** are subject to a 30% restocking fee. **Shipping:** You will be responsible for paying for your own shipping costs for returning your item. Shipping costs are non-refundable. If you receive a refund, the cost of return shipping will be deducted from your refund.

I hereby authorize any person, association, firm, bank or corporation to furnish on request to SPENCER HOME CENTER, INC. information concerning our credit. Applicant agrees to indemnify and hold-harmless SPENCER HOME CENTER, INC. from any and all liability to the applicant, employees of the applicant, purchases from the applicant, and the public generally arising out of the purchase or use of any merchandise sold to applicant by SPENCER HOME CENTER, INC. pursuant to terms of this credit application. The liability of the undersigned on this guarantee shall be direct and immediate and not conditional or contingent upon the pursuit of any remedies against Debtor, or any person, nor against securities or liens available to SPENCER HOME CENTER, INC., its successors or assigns.

The undersigned expressly waives: (a) notice of acceptance of the guarantee and all extensions of credit to the Debtor; (b) presentment and demand for payment of any of the debts of the Debtor; (c) protest and notice of dishonor or of default to the undersigned or to any other party with respect to any of the debts of the Debtor or with respect to any security therefor; (d) all other notices to which the undersigned might otherwise be entitled; and (e) demand for payment under this guarantee.

This Guarantee shall be binding upon the undersigned, his personal representatives, successors and assigns during the time the account remains active from the date of the execution of this agreement.

DATE: _____ BY: _____ (SEAL)
SIGNATURE AND GUARANTOR

BY: _____ PRINT NAME: _____ (SEAL)