



7475 South Madison, Unit 4
Willowbrook, IL 60527
(630) 655-1795
Billing@Contractors-Express.com

Credit Application

Pending approval of credit, all orders will be on a cash before delivery basis.

Company Information

Business Name: _____ Date: _____

Address: _____
Street Address *Apartment/Unit #*

_____ _____
City *State* *ZIP Code*

Phone: _____ Email: _____

A/P Contact: _____ A/P Email: _____

Please list prior business names: _____

Would you like to receive your invoices electronically (by email)? YES NO Legal Organization Type
_____ _____ _____ Proprietorship _____ Partnership _____ Corporation

Ownership Information

Legal Name: _____ Ownership % _____

Home Phone: _____ Home Address -
Street, City, Zip _____

Legal Name: _____ Ownership % _____

Home Phone: _____ Home Address -
Street, City, Zip: _____

No. of locations: _____ Do you operate from owned or leased premises? OWN LEASE If leased, name of landlord: _____
_____ _____ _____ _____

Have any company principals previously filed for bankruptcy? YES NO
_____ _____

Purchase Orders required? YES NO Send monthly statements? YES NO
_____ _____ _____ _____

Bank Information

Bank Name: _____ Account No. _____

Address: _____ Phone: _____

Contact Person: _____

Trade References

Company: _____ Phone: _____

Address: _____ Contact Person: _____

Email: _____

Company: _____ Phone: _____

Address: _____ Contact Person: _____

Email: _____

Company: _____ Phone: _____

Address: _____ Contact Person: _____

Email: _____

Terms & Conditions

Offer and Contract. The Estimate constitutes an offer by Contractors Express-Inc. (hereinafter referred to as "CEI" or "Seller") to sell the product(s) and/or services described therein (the "Products") in accordance with these terms and conditions ("T&Cs"). It is not an acceptance of any offer made by buyer ("Buyer"). Acceptance by Seller of Buyer's order is expressly made conditioned on assent to these T&Cs, either by written acknowledgment or by conduct of Buyer that recognizes the existence of a contract ("Contract") with respect to the Products purchased from Seller. No additional or different terms of conditions will be binding upon Seller unless specifically agreed to in writing; failure of Seller to object to provisions contained in any purchase order or other communication from Buyer shall not be construed as a waiver of these T&Cs nor an acceptance of any of such provisions. Terms and conditions on Seller's Invoice for the Products that conflict with these T&Cs take precedence over this document. **These T&Cs also serve as notice of Seller's objection to and rejection of any terms and conditions of purchase or sale included in Buyer's purchase order or other writing that are different from or additional to these T&Cs.** Article headings herein are for convenience only and are not to be considered in interpreting any of the provisions herein.

Contract Documents: The Contract consists of CEI's Estimate, Invoice, Credit Application, if applicable, and these Terms & Conditions and any written modifications thereto signed by an authorized officer of CEI ("Contract"). Terms and conditions on Seller's Invoice for the Products that conflict with these T&Cs shall govern.

Orders: All orders are subject to acceptance by CEI.

Prices: Prices are subject to change without notice. Orders will be invoiced at prices prevailing at the time of order. Prices are not guaranteed.

Terms of Sale and Payment: All CEI products are sold FOB shipping point. Payment items are calculated from invoice date with terms of NET 30 DAYS unless otherwise stated on the invoice. A service charge of 0.833% per month or the maximum rate permitted by law, will be charged on all past due invoices. This is an annual percentage rate of 10%. If the Buyer fails to abide by the TERMS OF SALE contained herein, CEI reserves the right to discontinue and eliminate any price discounts or sales incentives offered to or in place with the Buyer both retroactively and for future sales unless otherwise negotiated by the parties. **Deductions from Payments for any reason are prohibited unless CEI has issued a written credit memo signed by an authorized officer of CEI. At no time shall Payments be subject to deductions for retainage by the Buyer.** All incentives and credits issued by CEI are personal to the account holder and not transferable. Buyer must employ qualified personnel who have been certified to properly service and fit the equipment (where necessary). CEI may refuse the right to ship any confirmed order in whole or in part for any reason it deems sufficient.

Use or Installation. CEI is not responsible for, and makes no representations regarding, the use or installation of the Products. CEI is not responsible for the acts or omissions of the Buyer, owner, contractor, subcontractor, design professional or installers.

Costs and Attorney Fees: Buyer shall pay such costs, collection agency commissions, expenses, and reasonable attorneys' fees and costs (including without limitation, at mediation, arbitration, trial and on appeal) as CEI may incur in any manner as a result of Buyer's breach of the terms of the Contract or for the collection of any Payment amounts past due.

Back Orders: No deductions are allowed for freight or parcel post on back orders. CEI normally ships the bulk of Buyer's order at one time and back ordered merchandise will be shipped as soon as possible thereafter. Shipments will be made and orders will be considered completed if the Shipper is unable to deliver the order and no reduction in price or cancelation is allowed.

Shortages: CEI is not liable or responsible for loss or damage in transit. Shipments should be carefully checked upon delivery for total carton count and condition. Any shortage or evidence of damage must be noted on carrier's delivery receipt and reported to the local carrier office. Discovery of shortages in unopened containers that can be attributed to picking/packaging errors must be reported within (10) days of receipt of merchandise.

Defective Merchandise: Return of merchandise considered to be defective must be pre-authorized by CEI. All such returns require a return authorization number and must be shipped prepaid by the Buyer. Authorized returns of merchandise considered to be defective will be subject to inspection by CEI. Product replacements to Buyer without authorization from CEI are done so at the Buyer's own risk. CEI is not responsible for a product that has been mistreated, misused or worn out. CEI reserves the right to refuse credit or replacement in such cases.

Authorized Returns: All returns must be authorized in advance by CEI. Requests for such returns must be made within (10) days of the invoice date with the exception of custom products, which CANNOT be returned. All authorized returns will be assessed a 25% restocking charge and must be shipped to CEI prepaid by the Buyer. CEI will inspect the returned items to ensure they are in good condition.

Force Majeure. CEI is not liable for any failure or delay in CEI's performance due to any cause beyond CEI's reasonable control, including acts of war, acts of God, earthquakes, floods, embargos, riots, sabotage, labor disputes, governmental acts, interference with transportation methods or routes, COVID-19 or other pandemics or internet failure ("Force Majeure"). CEI shall perform as soon as conditions permit. If delays are excusable, then CEI's increased direct cost of performance shall be added to the Contract Price. If Buyer shall not, after notice, consent to the increased Contract Price, then CEI has the right to cancel the unshipped portion of the order.

Waivers of Liens: Requests for a partial or final waiver of lien may be made at any time; however, waivers will not be signed or notarized until full Payment has been received by CEI and clears the bank.

Taxes and Other Charges. Any manufacturer's tax, occupation tax, use tax, sales tax, excise tax, duty, custom, inspection or testing fee or charge of any nature whatsoever imposed by any governmental authority, domestic or foreign, on or measured by the transaction between Seller and Buyer shall be paid by Buyer in addition to the price quoted or invoiced. In the event Seller is required to pay any such tax, fee or charge, Buyer shall reimburse Seller therefore unless otherwise agreed upon in writing. The recipient of goods/benefits is responsible for tax in the country/state/county/city of destination.

Warranties. Unless otherwise provided: THERE ARE NO EXPRESS OR IMPLIED WARRANTIES WHATSOEVER INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. All warranties/guarantees provided by Seller, if any, shall be deemed null and void if Buyer fails to strictly adhere to the payment terms contained in the Contract. A manufacturer's warranty shall be furnished to Customer if a manufacturer's warranty is called for on the face of the Estimate. It is expressly agreed that in the event of alleged defects in the Products furnished pursuant to this Contract, unless otherwise provided in these T&Cs, Buyer shall have recourse only against the manufacturer of such Products.

Damage Limitation. In no event, whether based on contract, warranty (express or implied), tort, federal or state statute or otherwise arising from or relating to the Products or services performed under the Contract, shall Seller be liable for SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, including loss of use or loss of profits. Seller and Buyer agree to allocate certain of the risks so that, to the fullest extent permitted by law, Seller's total aggregate liability to Buyer is limited to the dollar amount of the Contract for any and all injuries, damages, claims, expenses or claim expenses including attorneys' fees arising out of or relating to this Contract regardless of whether it is based in warranty, tort, contract, strict liability, negligence, errors, omissions, or from any other cause or causes. **Buyer shall defend, indemnify and hold harmless Seller for/from all Claims that relate to or arise out of any responsibility/liability which is expressly disclaimed by Seller in these T&Cs.**

Arbitration. All disputes arising under this Contract, shall be settled by final and binding arbitration in the City of Chicago, Illinois, in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect. The parties may agree on the selection of a single arbitrator, but in the event they cannot agree, each party select an arbitrator and the two selected arbitrators shall select a third arbitrator. The award by the arbitrator or arbitrators shall be final and judgment upon the award rendered may be entered in any court having jurisdiction thereof.

Severability. Seller and Buyer agree that each of the provisions included in the T&Cs is separate, distinct and severable from the other remaining provisions of the T&Cs, and that the invalidity of any provision shall not affect the validity of any other provision(s) of the T&Cs.

Governing Law. The law governing this Contract and any further contracts between Seller and Buyer shall be the substantive laws of the State of Illinois, without regard to its conflicts of law rules. The application of the provisions of the United Nations Convention on Contracts for the International Sale of Goods is hereby expressly excluded.

I, the undersigned, as an authorized officer of the Buyer named hereon understand and agree to all the above terms and conditions.

I hereby waive any rights to limit the release and disclosure by CEI of the Buyer's credit history, including but not limited to the Buyer's credit reports, to third parties with which CEI shares credit information. I also give my consent to CEI to obtain such credit reports or other information as they deem necessary for granting and monitoring credit risks as it pertains to this application.

Buyer's Signature: _____ Date: _____

Printed Name: _____ Title: _____