



**PARLIAMENT BUILDING PRODUCTS, INC.**  
**TERMS AND CONDITIONS OF CREDIT APPLICATION AND AGREEMENT**

Hereinafter, PARLIMENT BUILDING PRODUCTS, INC. is referred to as SELLER. The CUSTOMER shown on page 1 hereof is hereinafter referred to as CUSTOMER. In consideration of the SELLER selling to the CUSTOMER on open account or on other terms, the SELLER and CUSTOMER agree as follows:

1. Payment of all sums due hereunder are due and payable in Jacksonville, Duval County, Florida. CUSTOMER agrees that all invoices are due upon receipt with the following terms: Net 30 days. CUSTOMER agrees to pay costs of collection of not less than 25% of CUSTOMER's account balance or a reasonable attorney's fee, if greater, if CUSTOMER's account is placed for collection with an outside collection firm or attorney, whether suit be brought or not. CUSTOMER agrees to pay SELLER interest, including post judgment interest, at the highest rate allowable by law on all sums not timely paid and hereby submits to the jurisdiction of the courts of the State of Florida, whose laws govern this Agreement. In the event that a Judgment is entered on this account in favor of SELLER and the CUSTOMER or guarantor is the head of a family, disposable earnings of the head of a family which are greater than \$500.00 a week shall be subject to garnishment pursuant to Florida Statutes Section 222.11. Venue for any action hereon or in connection herewith by any of the parties hereto shall be in Duval County, Florida.

2. **DISCLAIMER: SELLER SHALL NOT BE LIABLE FOR FAILURE OR DELAY IN DELIVERY OF GOODS SOLD OR LEASED, OCCASIONED BY LABOR DISPUTES, FORCE MAJEURE, OR OTHER CAUSES BEYOND SELLER'S CONTROL; NOR FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM ANY BREACH OF CONTRACT AS DEFINED BY THE UNIFORM COMMERCIAL CODE RELATIVE TO SAID SALE OR LEASE. SELLER'S SOLE LIABILITY SHALL BE TO REFUND THE PURCHASE PRICE OR RENTAL PAID, OR REPLACE THE GOODS OR EQUIPMENT WITH SIMILAR GOODS OR EQUIPMENT. THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH REGARD TO GOODS SOLD OR LEASED TO CUSTOMER, IT BEING UNDERSTOOD AND AGREED THAT CUSTOMER HAS SELECTED THE GOODS OR EQUIPMENT BASED ENTIRELY UPON ITS OWN SKILL AND JUDGMENT. THERE ARE NO OTHER WARRANTIES EXCEPT THOSE EXPRESS WARRANTIES, IF ANY, PROVIDED BY THE MANUFACTURER, FOR WHICH THE MANUFACTURER SHALL HAVE SOLE RESPONSIBILITY. CLAIMS RELATING TO NON-CONFORMITY OR BREACH SHALL BE DEEMED WAIVED UNLESS MADE IN WRITING TO THE SELLER WITHIN 10 DAYS OF DELIVERY OF THE GOODS OR EQUIPMENT OR OCCURRENCE OF THE BREACH.**

3. This Agreement is not subject to oral cancellation or change. If oral cancellation or change is claimed, then it must be put into writing and signed by the parties to be charged, within fifteen (15) days from the alleged date of oral change or cancellation; otherwise, said change or cancellation shall be conclusively deemed as waived.

4. All notices required herein must be in writing with proof of delivery by Registered or Certified Mail, Return Receipt Requested, and shall not take effect until received by SELLER. The rights provided for herein to SELLER are cumulative to all other rights and SELLER may have though not provided for herein.

5. SELLER and/or its assigns, agents & designees are hereby authorized to investigate all credit, including but not limited to consumer credit reports, bank and trade references, and accountant information for the purpose of processing this credit application. Such authorization shall extend to obtaining a credit profile in considering this application and subsequently for the purpose of update, renewal or extension of such credit or additional credit and for reviewing or collecting the resulting account. Further, Customer authorizes the transmission of this information via the internet. All parties hereto agree that a fax copy of this application may be treated as and considered the same as an original, including all signature(s) herein.

**PERSONAL GUARANTY**

The undersigned do jointly, severally and unconditionally guarantee all acts, performances and obligations of CUSTOMER under the above Credit Application and Agreement, by and between CUSTOMER and SELLER as well as waive notice of any supplement, amendment or extension thereof or addendum thereto as may be agreed upon from time to time, between SELLER and CUSTOMER without affecting the undersigned's liability thereunder, and further agree that this Agreement is personally binding upon them. The obligations of the undersigned shall be independent of the obligations of CUSTOMER, and separate action or actions may be brought and maintained against the undersigned, or any of them, whether or not action is brought against CUSTOMER. The undersigned agrees to pay cost of collection of not less than 25% of CUSTOMER's account balance or a reasonable attorney's fee, if greater, if CUSTOMER's account is placed for collection with an outside collection firm or attorney, whether suit be brought or not. This Guaranty is not subject to oral modification or cancellation. The guaranty may be terminated by any guarantor upon fifteen (15) days written notice of termination, mailed certified mail, return receipt requested to the Seller. Such termination shall extend only to credit extended beyond said fifteen (15) day period and not to prior extended credit, or goods in transit received by Customer beyond said date, or for special orders placed prior to said date notwithstanding date of delivery. Termination of this guaranty by any guarantor shall not impair the continuing guaranty of any remaining guarantors. The undersigned hereby adopt and agree to the provisions of the aforesaid Credit Application and Agreement, including the provisions pertaining to jurisdiction (State of Florida), venue and notice (Duval County, Florida), and the undersigned specifically authorize the SELLER to contact the undersigned's credit references and other credit reporting resources to make inquiries and obtain credit information on a continuing basis as SELLER may deem necessary.

**Signature:** \_\_\_\_\_

**Tel. #:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Tel. #:** \_\_\_\_\_