

**Northeast Builders Supply and Home Center LLC**  
**DBA**  
**Northeast Building Supply & Architectural Building Components**  
**1452 Barnum Avenue**  
**Bridgeport, CT 06610**

**Credit Card Authorization Form**

Card type:  Visa    MasterCard

Credit Card# \_\_\_\_\_ Expiration Date \_\_\_\_\_

Print Cardholder's Name as it appears on Credit Card:  
\_\_\_\_\_

Cardholder's Billing Address  
\_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

The 3 Digit Security Code on Card: \_\_\_\_\_

Please Select One

- Recurring with an Account-I authorize NBS or ABC to keep this CC Auth Form on file for recurring transactions.
- Recurring with No Account-I authorize NBS or ABC to keep this CC auth Form on file for recurring transactions.
- One Time Charge-I authorize NBS or ABC to charge my card one time for the amount of: \$ \_\_\_\_\_
- For Deposit Only- I authorize NBS or ABC to charge my card for the Deposit amount of: \$ \_\_\_\_\_

Cardholder's Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Cardholder's Email: \_\_\_\_\_ Date: \_\_\_\_\_

Print Cardholder's Name: \_\_\_\_\_

Cardholders Signature: \_\_\_\_\_ NEBS Account No: \_\_\_\_\_

**A copy of Cardholders Driver's License is required and must be attached.**

**Please sign all THREE places and return BOTH pages.**

I have read and hereby agree to the **Terms of Sales** that are included on page 2 of this Authorization Form. I hereby agree that any charges I incur at Northeast Builders Supply & Architectural Building Components will be charged in full to my credit card as indicated above and **credit card transactions will not be cancelled or disputed**. I understand that this form is valid unless I cancel the authorization through written notice (via Certified Mail) to: Northeast Builders Supply and Home Centers, LLC, Attn: Credit Department, 1460 Barnum Avenue, Bridgeport, CT 06610. The following persons are Authorized to Charge to my credit card (Names with Pictures of each Authorized user must be attached):

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

Sales Person: \_\_\_\_\_ Email Address: \_\_\_\_\_

## TERMS OF SALE

- 1. PAYMENT DUE DATE:** Special Orders and Custom Orders balances are due upon receipt of material received by Architectural Building Components, LLC or Northeast Builders Supply & Home Centers LLC for non-revolving charge account customers. For revolving charge account customers the balance will be charged to your account, subject to charge account being current and not exceeding the credit limit, at time of receipt by Architectural Building Components, LLC or Northeast Builders Supply & Home Centers LLC. **Payment for revolving charge accounts** are due on the last day of the following month of delivery or 30 days from receipt of the invoice statement. However, the payment due date may be accelerated as provided below.
- 2. DISCOUNTS:** Discounts are for revolving charge accounts only and are allowed only if (a) all outstanding balances are paid in full and (b) the account is paid no later than the deadline day specified below. Discounts are applicable only to flat purchases during the month preceding payment and may be taken on the invoices total only. Discounts are 2% if payment is received on or before the 15<sup>th</sup> day of the month following the preceding months invoice statement. (c) No discount will be given when paid with credit or debit card. (d) All credit card transactions cannot be cancelled or disputed.
- 3. LATE PAYMENT CHARGES:** A late payment charge (designated as "finance charge") accrues on amounts outstanding over 30 days after their payment due date. Amounts over 30 days past their payment due date accrue a finance charge of 1 ½% per month, AN ANNUAL PERCENTAGE RATE OF 18%, until paid. Finance charges accrued but not billed will be charged on the next statement rendered if not previously paid with the past due balance. The monthly charge of 1 ½% will continue after a court judgment on an action to collect amounts due, foreclose a mechanic's lien or mortgage or otherwise obtain payment, until amounts due are paid in full.
- 4. LEGAL ACTION:** Northeast Builders Supply & Home Centers, LLC and its subsidiaries and divisions reserve the right to begin legal action at any time after the payment due date to collect outstanding balances. Although designated "finance" charge, the monthly late payment charge, does not entitle the purchaser to defer payment beyond the due date.

**PURCHASERS WAIVE RIGHT TO NOTICE OF HEARING UNDER CONNECTICUT GENERAL STAUTE 52-278A THROUGH 52-278G AND ANY AMENDMENTS THERETO PERTAINING TO PREJUDGEMENT REMEDIES AND AGREE THAT NORTHEAST BUILDERS SUPPLY & HOME CENTERS, LLC AND ITS SUBSIDIARIES AND DIVISIONS WILL HAVE THE RIGHT TO ATTACH THE PURCHASER'S REAL AND PERSONAL PROPERTY WITHOUT NOTICE OR HEARING IN CONNECTION WITH THE INSITUATION OF ANY ACTION TO COLLECT ANY BALANCE REMAINING UNPAID AFTER THE PAYMENT DUE DATE.**

If purchaser's account is referred for collections, to an attorney or a collection agency, then the purchaser agrees to pay, in addition to the balance due on the account, all costs of collections, including but not limited to agency fees, court costs and reasonable attorney's fees. The purchaser's liability hereunder shall not be in excess of charges limited by law.

- 5. ACCELERATION OF DUE DATE:** Should purchaser be in default on payment of any mortgage on any of its property, or should any asset of purchaser be attached or should purchaser become insolvent or make an assignment of any of its assets to any creditor, or suspend transaction of its usual business, or should there be filed by or against the purchaser any petition for relief under any insolvency, readjustment of debt, receivership, reorganization, bankruptcy, dissolution, or liquidation law, Northeast Builders Supply & Home Centers LLC and its subsidiaries and divisions may accelerate the payment due date set forth in Paragraph 1 by letter demanding payment on an earlier date.
- 6. CLAIMS:** Any claims for shortage, defect, non-conformity of goods, error in shipment, or for any other cause, shall be deemed WAIVED AND RELEASED by the Buyer unless made in writing ten days after delivery of the merchandise. "Delivery" is defined below.
- 7. DELIVERY:** Title to the materials shall pass from the Seller to Buyer upon delivery thereof to Buyer or his agent, Special Orders upon delivery at Seller's dock, and thereafter shall be Buyer's risk. If delivery is by common carrier, delivery by the Seller to the carrier at point of origin shall constitute delivery to the Buyer and thereafter the shipment shall be at the Buyer's risk, and claim for loss or damages must be filed by the Buyer against the carrier. Titles to goods loaded onto Buyer's conveyance at Seller's warehouse passes to the Buyer at the Seller's loading dock. If upon delivery at job site, there is not present at the job site an employee of the Buyer authorized to accept delivery and sign a delivery document evidencing delivery of material as listed on the invoice document, then the Seller reserves the right to deposit the material at the delivery area previously designated by the Buyer without obtaining a signed receipt therefore, and the Buyer agrees to liability for payment of this invoice as if it were signed by an authorized employee of the Buyer, unless the Buyer, has previously in writing, instructed the Seller not to deposit material at the designated delivery area without obtaining a signed delivery receipt from an authorized employee of the Buyer. Buyer's requesting delivery by Seller inside the curb assume all risk of any resulting damage, including but not limited to broken sidewalks, defaced lawns or damaged to underground installations. (a) A delivery charge will be add to all orders \$600 and under which are delivered by Seller. (b) Amount of delivery charge may vary due to gasoline prices.

**FORCE MAJEURE:** Delay in delivery or non-delivery in whole or in part by Seller shall not be a breach of sale if performance is made impracticable by the occurrence of any one or more of the following contingencies, the non-occurrence of which is a basic assumption on which the agreement is made; (a) Fires, Floods, or other casualties; (b) Wars, Riots, Civil Commotion, Embargoes, government regulations or martial law, (c) Seller's inability to obtain necessary materials (finished or otherwise) from its usual sources of supply; (d) Shortage of cars or trucks or delay in transit; (e) Existing or future strikes or other labor troubles affecting production or shipment, whether involving employees of Seller or employees of others, and regardless of responsibility or fault on the part of the employer; and (f) Other contingencies of manufacture or shipment, whether or not of a class or kind mentioned herein and not reasonably within Seller's control.

**8. CUSTOM ORDERS AND SPECIAL ORDERS:** All Custom Orders and Special Orders are non-returnable & non-refundable. The Buyer understands that the Seller is ordering special items based upon the specification provided by and approved by the Buyer. The Buyer acknowledges they have reviewed the specifications with the Seller and understands the materials being ordered. All Custom Orders and Special Orders requires a 50% deposit at time of order; except for orders \$1500 and under, then 100% deposit is required. All Custom Orders and Special Orders title to the material shall pass from Seller to Buyer upon delivery at Seller's dock. When Buyer is notified that the order has been received by Seller, the Buyer shall pick up or schedule order for delivery within 15 days of such notice. After 15 days, the Buyer shall pay \$25 per day to the Seller as a storage charge of such order. **CONCEALED DAMAGES MUST BE REPORTED WITHIN 24 HOURS OF DELIVERY.**

**9. RETURNS AND CREDIT:** All merchandise returned to Seller for any reason (inability to deliver, unwanted, etc.) shall be accompanied by the original sales ticket and there shall be a stocking charge paid by the Buyer of 20% of the cost (exclusive of tax) of the merchandise so returned. Custom orders, special orders and assembled units are not returnable. Only stock items, in original units or full packages will be accepted for credit or exchange when returned in good condition. No returns accepted for damages after material leaves the yard or if material is held by Buyer more than 10 days.

**10. BUYER'S REMEDY:** Seller's liability to Buyer for any damages resulting from the purchase or use of the goods sold under this Agreement shall be limited to repair or replacement of the goods sold. Seller shall not be liable for any incidental or consequential damages including without limitation damages due to lost profits, property damage, or personal injury to the extent permitted by law.

**11. PAYMENT OFFSETS, CREDIT DEDUCTION OR NON-PAYMENT TO RESOLVE A DISPUTE:** No payment offsets for any reason, unauthorized credit deductions, or non-payment of an Invoice or Statement to resolve a dispute is permitted for any customer credit account on any Invoice or Statement charges. (a) Buyer must notify Seller in writing of any Disputes 10 days after delivery.

**12. WARRANTY:** Seller agrees that any merchandise hereunder found to be defective in material or workmanship will be repaired or replaced by the Seller without additional charge for the merchandise. This warranty is made in lieu of any other warranties or conditions including merchantability or fitness for a particular purpose. The remedies under this warranty are exclusive and by accepting this merchandise, the Buyer agrees to these conditions and waives any other warranties, conditions, expressed or implied. Warranty will be considered void if any material delivered or picked up at Seller's loading facility that has been altered, installed or changed in any way whatsoever.

Buyer assumes all risk and liability with respect to results obtained by use of such merchandise whether used alone or in a combination with other products. No claims of any kind whatsoever, whether based on breach of warranty, the alleged negligence of seller, or otherwise, with respect to merchandise delivered or the failure to deliver any merchandise shall be greater in amount than the purchase price hereunder of the merchandise in respect of which damages are claimed. Failure of Buyer to give written notice claim within 10 days after delivery of merchandise shall constitute a waiver of Buyer of all claims with respect to such merchandise.

**13. ESTIMATED DISCLAIMER:** An estimate is designed solely to provide the Buyer with a rough estimate of the amount of material used in the given project. The estimate will be based upon calculations or data provided by the Buyer and such estimate assumes, among other things, normal and typical building and construction techniques. The actual amount of material used may vary from the material estimate due to a number of factors. Consequently, no representation or warranty has been made that the actual amount of material used will not vary from the estimate. There is no warranty that "estimates" of either cost or materials specified will be exact.

**14. STATE OF JURISDICTION:** This sale shall be deemed to have been made in, and shall be construed in accordance with the laws of the State of Connecticut. If the applicant is not a resident of Connecticut at the time of execution of this application for credit, or thereafter becomes a resident of another state, hereby agrees to submit, without objection, to jurisdiction of the courts of the State of Connecticut.

I have read and accept the Terms of Sales

Signature: \_\_\_\_\_ Date: \_\_\_\_\_