



SALESMAN \_\_\_\_\_ LOCATION \_\_\_\_\_

RENNER COLONY ACCOUNT # \_\_\_\_\_

305 Freeport Street • Dorchester, MA 02122  
Tel: (617) 436-8045 • Fax: (617) 436-6014

**APPLICATION FOR NEW ACCOUNT**

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

Desired Credit Limit: \_\_\_\_\_

**BILL TO INFORMATION**

Name \_\_\_\_\_  
Address \_\_\_\_\_  
City / State / Zip \_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_  
Contact \_\_\_\_\_

**SHIP TO INFORMATION**

Name \_\_\_\_\_  
Address \_\_\_\_\_  
City / State / Zip \_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_  
Contact \_\_\_\_\_

**BANK AND TAX INFORMATION**

Checking Acct. # \_\_\_\_\_ Tax Resale Certificate # \_\_\_\_\_

**BUSINESS INFORMATION**

Type of Business Corporation \_\_\_\_\_ Type of Business Partnership \_\_\_\_\_  
Type of Business Sole Proprietorship \_\_\_\_\_ Years in Business \_\_\_\_\_

**TRADE REFERENCE 1**

Name \_\_\_\_\_  
Address \_\_\_\_\_  
City / State / Zip \_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_  
Contact \_\_\_\_\_

**TRADE REFERENCE 2**

Name \_\_\_\_\_  
Address \_\_\_\_\_  
City / State / Zip \_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_  
Contact \_\_\_\_\_

**TRADE REFERENCE 3**

Name \_\_\_\_\_  
Address \_\_\_\_\_  
City / State / Zip \_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_  
Contact \_\_\_\_\_

**BANK REFERENCE**

Name \_\_\_\_\_  
Address \_\_\_\_\_  
City / State / Zip \_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_  
Contact \_\_\_\_\_

I (we) hereby authorize Renner Colony to obtain such credit reports and/or information as may be necessary in connection with the establishment and maintenance of our credit account. I (we) also acknowledge and agree to the stipulations outlined in the "Terms and Conditions of Sale" provided on the next page and understand that credit terms are payable 2% 10 net 30 days and will make payments accordingly:

Authorized Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

\*\*\*PLEASE LIST ALL FAX NUMBERS — ALSO, COMPLETE DESIRED CREDIT LIMIT AMOUNT

# TERMS AND CONDITIONS OF SALE

1. OFFER AND ACCEPTANCE - All offers for the sale of goods or services shall be made by Renner Colony, LLC (Seller) on its Sales Contract Form and acceptance of Seller's offer may only be effected on the exact terms herein set forth and no additional terms or modifications shall constitute part of this Contract. Any offer made by Seller may be revoked at any time prior to Buyer's acceptance as herein provided.

2. BUYER'S CREDIT - Seller reserves the right among other remedies to terminate this Contract or to suspend further deliveries under it in the event Buyer fails to make any payment when same becomes due. Should Buyer's financial responsibility become unsatisfactory to Seller, cash payments, satisfactory security, and/or written guarantees may be required by Seller for future deliveries and for goods heretofore delivered.

3. PAYMENT - TITLE - Buyer's payment obligation shall be paid in U.S. currency when due and shall not be subject to any right of offset. Payment shall be made by Buyer at the time of actual delivery of any and all goods delivered hereunder, unless Seller's credit department has previously approved Buyer's credit and agreed in writing to sell to Buyer on open account or otherwise. Sales on open account shall be paid with thirty (30) days after delivery of all or any such goods to Buyer, unless otherwise agreed in writing. Seller shall charge and Buyer agrees to pay Seller on Buyer's open account a FINANCE CHARGE of 1.7% per month (ANNUAL PERCENTAGE RATE OF 20.4%) on any and all delinquent payments. Title to all property sold hereunder shall remain with Seller until Buyer shall discharge all of its financial obligations to Seller pursuant to the terms of this Contract or otherwise. Seller hereby retains a security interest in the goods sold hereunder, including any proceeds herefrom, until paid for in full by Buyer. Buyer agrees not to borrow against or pledge the goods without Seller's prior written consent. Buyer agrees to execute all documents reasonably required by Seller to carry out the intent of this provision. If Buyer shall be in default hereunder, Seller shall have all rights and remedies under the Uniform Commercial Code as in effect in the State of Massachusetts.

4. PRICE REVISION - Seller reserves the right to revise any price as to any or all goods within ten (10) days after the actual delivery of any such goods provided such revised price results from an error in applying the then current standard price for such goods sold by seller as of the date of offer. Seller shall exercise this right by giving notice to Buyer. If Buyer is unwilling to accept the revised price(s) specified in any such notice, Buyer must notify Seller within fifteen (15) days of the date of transmittal of Seller's notice. Buyer's failure to comply with the above provisions shall constitute acceptance of the price revision and bind Buyer to pay the revised price according to the terms hereof.

5. ACCEPTANCE OF GOODS - LIMIT OF LIABILITY - Goods may not be returned without prior approval of Seller but Buyer acknowledges that Seller will not consider accepting returned goods after thirty (30) days from actual delivery of said good to Buyer. All returned goods must be shipped freight prepaid and must be in new condition. A minimum of fifteen percent (15%) restocking charge will be paid by Buyer on all goods returned for credit. All claims for alleged defective goods, services, shortages or other causes shall be deemed waived unless received not later than thirty (30) days after actual delivery of all or any part of said goods to Buyer. Buyer's failure to comply with the above provision shall constitute acceptance of the goods and bind Buyer to pay the price according to the terms hereof. In addition, Buyer's use of the goods shall be conclusive evidence of acceptance and that the goods are as represented. Seller's liability shall in no event exceed the price of the goods and services provided. In no event shall Seller be liable for incidental or consequential damages.

6. WARRANTY LIMITATION - Seller warrants title to goods sold hereunder. Subject to the preceding sentence and subject to any warranty extended to Buyer by Seller: SELLER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR ANY OTHER MATTER WITH RESPECT TO ANY GOODS OR SERVICES. This provision shall not limit any warranty which may be available directly to Buyer from manufacturer or other third party. Seller does not warrant that the purchase or use of any goods sold hereunder will not infringe a patent.

7. FREIGHT - TAXES - Any increase in freight rates paid by Seller on shipments covered by this Contract and any tax or governmental charge or increase in same hereafter increasing the cost to Seller of producing, selling, or delivering goods or of procuring materials used therein, and any tax now in effect or increase in same payable by Seller because of the sale of the goods, such as Sales Tax, Use Tax, Retailer's Occupation tax, gross Receipts Tax shall be added to the price specified and shall be paid by Buyer.

8. ASSIGNMENT - WAIVER - Buyer may not assign its rights or delegate its performance hereunder without the prior written consent of Seller, and any attempted assignment or delegation without such consent shall be void. Seller's knowledge of any breach of any of the terms of this Contract at the time it is consummated shall neither impair nor constitute a waiver of any Buyer's warranties or obligations hereunder. No provision of this Contract shall be deemed waived, unless such waiver is specifically stated in writing. Any failure by seller to insist on the performance of any obligation hereunder.

9. MISCELLANEOUS - This Contract is to be construed according to the laws of the State of Massachusetts and constitutes the full understanding of the parties. Nothing herein contained shall be deemed to authorize or empower Buyer or anyone else to act as agent for Seller or to otherwise bind Seller in any manner. If Buyer is in default or breach hereunder, Buyer shall pay all costs involved in collecting amounts due Seller, including court costs and reasonable attorney's fee. Buyer and Seller agree to submit themselves to the jurisdiction of the courts of the State of Massachusetts with regard to any dispute or disputes arising out of this agreement. All payments by Buyer to Seller shall be made at Renner Colony, 305 Freeport Street, Dorchester, MA 02122. If any part of this Contract is finally declared invalid by any court or tribunal, the remainder of the Contract shall not be affected thereby.