



# Front Range Lumber Company

DATE: \_\_\_\_\_

## NEW BUSINESS CUSTOMER INFORMATION

**\*\*Payment in full is required every month by the 10<sup>th</sup> of the month following purchase\*\***

(i.e., merchandise bought in July must be paid for by August 10<sup>th</sup>)

Complete Terms and Conditions Attached

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

PHONE: \_\_\_\_\_ WORK PHONE: \_\_\_\_\_ CELL PHONE: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

ACCOUNTS PAYABLE CONTACT: \_\_\_\_\_

PHONE # IF DIFFERENT: \_\_\_\_\_ E-MAIL \_\_\_\_\_

TYPE OF BUSINESS: \_\_\_\_\_

STATE SALES TAX NUMBER (resale or exempt?) \_\_\_\_\_

IF INCORPORATED STATE WHERE: \_\_\_\_\_

EXACT CORPORATE NAME: \_\_\_\_\_

FEDERAL ID# / EMPLOYER IDENTIFICATION #(E.I.N.) \_\_\_\_\_

CREDIT AMOUNT REQUESTED: \_\_\_\_\_ ESTIMATED MONTHLY USAGE: \_\_\_\_\_

### OWNERS/CORPORATE OFFICERS:

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SOCIAL SECURITY NUMBER \_\_\_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SOCIAL SECURITY NUMBER \_\_\_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SOCIAL SECURITY NUMBER \_\_\_\_\_

BANK REFERENCE: \_\_\_\_\_

PHONE: \_\_\_\_\_ CONTACT: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

ACCOUNT NUMBER (S) \_\_\_\_\_

FRONT RANGE LUMBER **REQUIRES** A JOB ADDRESS ON ALL PURCHASES-

*PLEASE INFORM ALL AUTHORIZED PURCHASERS*

PURCHASE ORDER REQUIRED BY YOU? \_\_\_\_\_ TOOL PURCHASES ALLOWED? \_\_\_\_\_

OTHER SPECIAL REQUIREMENTS? \_\_\_\_\_

AUTHORIZED PURCHASERS (attach list as necessary, your responsibility to update!) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**CREDIT REFERENCES- MUST INCLUDE EMAIL ADDRESS- PLEASE, NO BANKS OR CREDIT CARDS**

NAME: \_\_\_\_\_ PHONE: \_\_\_\_\_  
CONTACT: \_\_\_\_\_ E-MAIL: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

NAME: \_\_\_\_\_ PHONE: \_\_\_\_\_  
CONTACT: \_\_\_\_\_ E-MAIL: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

NAME: \_\_\_\_\_ PHONE: \_\_\_\_\_  
CONTACT: \_\_\_\_\_ E-MAIL: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

IF ANY OF THE INFORMATION ON THIS APPLICATION SHOULD CHANGE, IT IS YOUR RESPONSIBILITY TO NOTIFY FRONT RANGE LUMBER IN WRITING.

I certify that all the above statements are true and accurate and are made in consideration of extension of trade credit by Front Range Lumber Company. Signature of this application shows acceptance of the terms and conditions (ATTACHED) of sale of Front Range Lumber Company.

**Yes, I authorize Front Range Lumber Company to verify our credit information and make credit inquiries (both business and personal) as deemed appropriate.**

For the purpose of establishing and maintaining a consumer relationship with Front Range Lumber Company, they are hereby authorized by signature below to perform credit investigation of our banks, trade references and other information as necessary. It is understood that such information is for the sole purpose of maintaining a relationship with the undersigned and will be held in the strictest of confidence.

I/we, agree to bind ourselves to pay Front Range Lumber on demand any amount which may come due to Front Range Lumber whenever the applicant fails to pay that said amount. It is understood that this is a continuing and irrevocable guaranty. I/we waive notice of non-payment. If the applicant's business incorporates after the submission of this application or is succeeded by a successor corporation, the undersigned agrees to be jointly and severably liable to Front Range Lumber as stated above regardless of notice of incorporation to Front Range Lumber.

**\*\*\*\*\*SIGNATURE OF CORPORATE OFFICER REQUIRED\*\*\*\*\***

NAME \_\_\_\_\_ TITLE: \_\_\_\_\_  
SOCIAL SECURITY NUMBER: \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE: \_\_\_\_\_

\*\*\*\*\*

*See attached for additional terms and conditions. Use of this account indicates acceptance of these terms.*

**TERMS:** Payment in full is required every month by the 10<sup>th</sup> of the month following purchase. A service charge of 2% per month, 24% per year will be added to all past due accounts. Collection of both principal and service charge amounts will be pursued through all avenues necessary. Lien rights are reserved and will be exercised vigorously. The signatory agrees to pay any and all reasonable collection costs, including (but not limited to) court costs and attorney fees.

**RETURN POLICY:** ALL returns are subject to a 25% minimum restocking charge. Front Range Lumber will not accept any merchandise returned after thirty days from the date of purchase without prior management approval. Any custom orders or items that require special sizing or shop work (e.g. doors and windows) are not returnable.

1741 South Wadsworth Blvd., Lakewood, Colorado 80232-6821  
805 14<sup>TH</sup> Street, Fort Lupton, CO 80621  
PHONE 303-988-5980 ■ [www.FRLCO.com](http://www.FRLCO.com) ■ e-mail: [FRLCO.LAKEWOOD@GMAIL.COM](mailto:FRLCO.LAKEWOOD@GMAIL.COM)  
Monday-Friday 7:00am-5:00pm ■ Saturday 8:00am-1:00pm



## Front Range Lumber Company

Please let us know your email address to receive your invoices and statements from us.

I would like my invoices E-mailed at the time of sale.

E-mail address: \_\_\_\_\_

I would like my statements at month end:

E-mail address: \_\_\_\_\_

Front Range Lumber distributes an informational “newsletter” approximately every three months. To conserve paper and add to your convenience, we would like email it to you. What is the best “end-user” email address to send these to?

E-mail address: \_\_\_\_\_

Approved by: \_\_\_\_\_

For Company: \_\_\_\_\_

Please E-mail your response to **ACCT@FRLCO.COM**.

**Front Range Lumber Company**  
1741 South Wadsworth Blvd. Lakewood, Colorado 80232-6821  
805 14<sup>th</sup> Street, Fort Lupton, CO 80621  
TELEPHONE 303-988-5980 ■ e-mail: FRLCO.LAKEWOOD@GMAIL.COM  
TERMS AND CONDITIONS

All sales are expressly limited to and made conditional upon, the acceptance by the purchaser indicated on any invoice ("Purchaser") of the exact terms and conditions contained in these Terms and Conditions. Terms and conditions of purchase and/or sale contained on any request for quotation, purchase order or other business document received from purchaser are expressly superseded hereby and shall not be construed as part of the agreement indicated on any invoice between Front Range Lumber Co. (FRLCo) and Purchaser.

**TITLE & RISK OF LOSS:** Risk of loss to all goods covered by any invoice shall pass to the Buyer upon Seller's delivery. Title does not pass until goods/services are paid in full.

**WARRANTY:** It is acknowledged that Front Range Lumber Company (hereafter FRLCo) has made no representation, either expressed or implied as to the quality, merchantability, or fitness for use of any products sold by FRLCo to customer. The liability of FRLCo, if any, for damages relating to any allegedly defective products shall not include incidental or consequential damages of any kind, even if notified of the possibility of such damages. FRLCo is only liable for the replacement of defective product.

**PURCHASER'S OBLIGATIONS:** Purchaser agrees that (i) before using the goods purchaser shall determine the suitability of the product for purchaser's intended use and shall assume all risk and liability whatsoever in connection with that determination, (ii) purchaser shall use all products properly, and (iii) purchaser shall install the product in accordance with applicable Federal, State, and local laws and codes. Purchaser shall indemnify and hold harmless FRLCo, and if so requested defend FRLCo, from any and all costs, claims, damages, judgments, and expenses (including reasonable attorney's fees) suffered or incurred by FRLCo as a result of, or in connection with, any act, omission or use of the product by purchaser, its employees or customers or any breach by purchaser of this agreement.

**PAYMENT:** Payment in full is due by the tenth day of the month following purchase date. If payment is not made within thirty days from invoice date, FRLCo shall be entitled to charge interest at the rate of 2% per month. Buyer is not entitled to withhold any part of the purchase sum as security for the performance of any guarantees or on account of delay in delivery owing to circumstances beyond the control of FRLCo.

**Additional Services:** If, through purchaser's error change in specification, services must be repeated one or more times, purchaser shall pay FRLCo upon demand for such extra services.

**Partial Payment:** Payments by purchaser to FRLCo of a lesser amount than is then due and owing by purchaser pursuant to all outstanding invoices shall be deemed a payment on account of the earliest dated invoice. No endorsement or statement on or accompanying any check, money order, or other form of remittance by purchaser shall be deemed on accord and satisfaction without FRLCo's express written consent thereto. Any acceptance by FRLCo, or any agent of FRLCo, of any such check, money order, or other form of remittance by purchaser as partial payment shall be without prejudice to FRLCo's right to recover the balance of all outstanding invoice amounts or to pursue any and all other remedies provided by law or equity.

**RETURNS:** Products cannot be returned without prior authorization. ALL returns are subject to a restocking fee &/or handling fee. Special order items, in particular, may not be returnable and if accepted for credit, a heavy return charge will be assessed. Management reserves right to issue "In-store" credit only. No returns allowed 14 days after purchase.

**TAXES:** Buyer shall pay to FRLCo the amount of any sales, excise, use or other tax applicable that FRLCo may be required to pay.

**RIGHTS:** The seller's failure to exercise any right under any invoice upon one or more occasions shall not waive seller's right to exercise such rights on any other occasion. Mechanic lien rights are specifically incorporated herein.

**APPROVAL:** Even though an individual may have an approved "open account" with FRLCo, acceptance of any order and terms of payment on all sales and orders are subject to individual approval by the management of FRLCo.

**VENUE:** In consideration for the extension of credit by FRLCo, customer agrees that any action to enforce payment of past due amounts, to collect any sums due FRLCo, or to resolve any dispute between customer and FRLCo may be brought before the Courts of the State of Colorado, for the County of Jefferson and that this agreement and the dispute will be interpreted pursuant to the laws of the State of Colorado. Customer hereby agrees to submit to the jurisdiction of the Courts of the State of Colorado for the foregoing purposes. If legal action by FRLCo is necessary to collect any account, the prevailing party will be entitled to recover reasonable attorney's fees in addition to all costs and other necessary expenses arising from such legal action.

**GRADE:** Unless otherwise specified on the face of order, lumber will be graded on basis of official grading rules of appropriate manufacturers' association in effect at time order is accepted. In case of dispute over grade, official re-inspection report of said association shall be basis of settlement, and costs shall be paid in accordance with rules of said association. The portion of the shipment containing the stock in dispute must be held intact until settlement is made. All claims for grade, shortage, damage, etc. must be made within five (5) days of delivery in writing.

**Permissible Variations, Standards, and Tolerances:** Except for the particulars specified by Purchaser and expressly agreed to in writing by FRLCo; all products shall be produced in accordance with FRLCo's standard practices. All products, including goods produced to meet exact specifications, shall be subject to tolerances and variations (concerning dimension, weight, straightness, bow, warp, section, composition, and mechanical properties, normal variations in surface, internal conditions, and quality) consistent with custom and usage in FRLCO's industry.

**ERRORS:** Errors in extension of footage, prices or clerical errors are subject to correction.

**DELAY:** All orders are accepted by FRLCo upon the express understanding by purchaser that, if a specific shipping date is designated on any invoice, or any quotation or other written or oral communication, FRLCo shall not be liable for delays in delivery of the Products, all such shipping dates to be considered non-binding estimated shipping dates. Without limiting the foregoing, in no event shall FRLCo be liable for any delays caused by inability to obtain transportation, equipment, labor or material, insurrection, fires, floods, storms or embargoes; actions of any military or civil authorities, whether legal or de facto, strikes, lock outs and other labor difficulties, riots, acts of God, delay in delivery of specification or additional specifications or changes in the specification or other circumstances beyond the control of FRLCo.

**GENERAL:** This document is acknowledgement of all present and future orders and the entire contract between FRLCo and Buyer is contained on any invoice except such terms as may be specifically incorporated herein by reference; no alleged oral promises or conditions not set forth herein shall be binding upon either party, and any prior negotiations between the parties are merged herein. Unless expressly agreed to in writing with respect to a particular sale, all sales are made in accordance with and subject to these terms and conditions.

**AMENDMENTS:** These Terms and Conditions may not be modified, including pursuant to any order made by purchaser or in any other document, unless such modification is made in writing and is executed on behalf of FRLCo, by its President.

**ENGLISH ONLY:** IT IS THE EXPRESS WISH OF THE PARTIES THAT THIS LIMITED WARRANTY AND ANY RELATED DOCUMENTS BE DRAWN UP AND EXECUTED IN ENGLISH ONLY.