



## PROCESSING OF YOUR APPLICATION FOR OPEN ACCOUNT

The Application and Terms & Conditions pages are **LEGAL DOCUMENTS**. As such, particular information is needed in the appropriate sections including complete signature blocks with appropriate signatures:

**Email completed credit application to [sales@landmannwire.com](mailto:sales@landmannwire.com)**

1. **Owner/Officer** signatures are required ON BOTH PAGES and in the appropriate blocks. Please complete the signature block on both the Application and the Terms & Conditions pages (Printed Name, Title, Date and Signature). Acceptable signatures are: **President, Vice-President, CEO, CFO, COO, Sec'y/Treasurer, Controller,** or **Owner/General Partner** if non-incorporated.
2. Please fill in the entire top section up to and including Owner/Officer names/titles. If A/P has separate phone and/or fax numbers, please include them as well. Please enter any information that is not contained in your Company Data/Information sheet.
3. If you are requesting Tax-Exempt status on your account, please include a signed appropriate-state Resale Certificate form with the complete 12-13 alpha-numeric Number (a copy of your Seller's Permit is not acceptable per the State Board of Equalization).
4. If the business is less than 36 months old, please list the previous employer and position for each principal.
5. If the business is not incorporated, please list the residence address(es) for each principal (owner/general partner).
6. Alterations of our Terms & Conditions are not allowed. If there is an issue or question, please call our Admin Office and speak with one of the officers.

If there are any questions or issues with our application process, please contact our Admin Office at 408-817-8900 (fax 408-955-0925).

Once we receive the two Application/T&C pages with the complete and correct data, we can then begin to process your application for open account. Thank you for your cooperation!

**LORD & SONS, INC.**  
Allen A. Spielberger  
CEO



5524 North 51st Ave Tel: 623.939.1597  
Glendale, AZ. 85301 Fax: 408-955-0925



1818 Gilbreth Rd #200 Tel: 650-777-4210  
Burlingame, CA 90010 Fax: 650-777-4215



430 E. Trimble Rd. Tel: 408-817-8900  
San Jose CA 95131 Fax: 408-955-0925

## APPLICATION & AGREEMENT OF TERMS & CONDITIONS FOR CREDIT

YOUR ACCOUNT WILL BE REVIEWED FOR CREDIT ONLY AFTER:

### OFFICE USE ONLY

- 1) This form is completely filled out. 3) Signature block at bottom is completed (and on reverse when applicable).  
2) Terms & Conditions (on reverse side) have been reviewed. 4) We are in receipt of an acceptable signed copy of this application.

CUST. BILL TO #	CUST. SHIP TO #	SLSMN	LIMIT	CUST. TYPE	APPROVAL DATE	APPROVED BY
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### COMPLETE ALL UNSHADED AREAS BELOW

APPLYING FOR CREDIT WITH: ☐ CARSON SALES CO. ☐ LORD & SONS, INC. ☒ LANDMANN WIRE ROPE PRODUCTS

(Buyer)

FIRM NAME \_\_\_\_\_ PHONE \_\_\_\_\_ FAX \_\_\_\_\_ CONTACT \_\_\_\_\_

IF RE-APPLYING DUE TO NO ACTIVITY FOR 12 MONTHS, FILL FORM OUT COMPLETELY.

☐ DIVISION ☐ SUBSIDIARY OF \_\_\_\_\_ CITY \_\_\_\_\_ ST \_\_\_\_\_ ZIP \_\_\_\_\_

BILLING ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ ST \_\_\_\_\_ ZIP \_\_\_\_\_

SHIPPING ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ ST \_\_\_\_\_ ZIP \_\_\_\_\_

☒ RESALE ☐ TAXABLE COUNTY OF TAX \_\_\_\_\_ RESALE# \_\_\_\_\_ (SIGNED RESALE CARD REQUIRED)

PERSON RESPONSIBLE FOR ACCOUNTS PAYABLE: \_\_\_\_\_ EXT. \_\_\_\_\_ TITLE \_\_\_\_\_

NATURE OF BUSINESS \_\_\_\_\_ # YEARS IN BUSINESS \_\_\_\_\_ # YEARS AT PRESENT LOCATION \_\_\_\_\_

If in business less than 36 months, or change of name in past 36 months, list previous name and reason for change. \_\_\_\_\_

TYPE OF BUSINESS: ☐ SOLE PROPRIETORSHIP ☐ PARTNERSHIP ☐ CORPORATION, STATE OF \_\_\_\_\_

☒ Sole Proprietor/Partner, Corporate Officers, list names Title If unincorporated, permanent residence address of Proprietor/Partner(s) required

1) \_\_\_\_\_

2) \_\_\_\_\_

3) \_\_\_\_\_

BANK \_\_\_\_\_ ADDRESS \_\_\_\_\_ PH ( ) \_\_\_\_\_

ACCT# \_\_\_\_\_ SINCE \_\_\_\_\_ CONTACT \_\_\_\_\_

REFERENCES: We must have four (4) product vendor references with whom you have **current monthly activity** for more than **one (1) year**. We reserve the right to limit, refuse or rescind a line of credit based on the information we receive, or for non-adherence to our Terms & Conditions.

VENDOR NAME	PHONE #
VENDOR ADDRESS	CONTACT
1	
2	
3	
4	

### OFFICE USE ONLY

SINCE	TERMS	BALANCE	HIGH	PAYS

The signature in this block is construed to be from an OWNER/OFFICER AS AUTHORIZED AGENT of the Buyer, and shall act as an authorization for release of Bank and Trade-Reference information and a legally binding acceptance of the LORD & SONS, INC. companies controlling TERMS & CONDITIONS. Buyer agrees that one signature and a signed photocopy or facsimile of this Application & Agreement shall serve as an original document and be legally binding on the Buyer.

Printed/Typed Name (OWNER/OFFICER) Signature Title Date



## Receiving party: Forward this document to **Responsible Party**

This Application shall be construed as an application for open account at all of the Lord & Sons companies  
~ **Lord & Sons, Inc., Landmann Wire Rope Products, Inc. and Carson Sales Company, Inc.**

1) Lord & Sons, Inc. companies (herein referred to as SELLER) provide quotations and accepts orders for any and all products, solely on the following controlling Terms & Conditions, which shall be construed as accepted by BUYER on each quotation and/or Purchase Order, Purchase Agreement or Purchase Contract placed by buyer. Non-adherence by BUYER of any portion of these Terms & Conditions can result in delay or cancellation of existing orders and/or termination of BUYER/SELLER relationship, without any consequence whatsoever to the SELLER. Terms & Conditions of SELLER shall prevail when in conflict over those of BUYER, regardless of BUYER'S latest operative document.

2) SELLER warrants products it manufactures solely against defects in workmanship and conformance to mutually agreed-to specifications. All orders accepted are construed by SELLER as material purchase orders and not contracts, and therefore, in no event will SELLER be liable for indirect, incidental, special or consequential damages, including but not limited to delivery or any other type of delays. All orders are accepted, including material due dates, on a "best efforts" basis only. Warranties or certifications made to SELLER on materials and products it resells to BUYER are passed on to BUYER "as is," with no additional warranty or guarantee by SELLER. SELLER guarantees neither the usability or effectiveness of any product in application. Any product which has been altered at the BUYER'S request by any type of plating or coating is not warranted by SELLER with regard to affects of such alterations, including male/female – bolt/nut fit. BUYER'S sole remedy and recourse in the event of mutually agreed-to defective parts shall be their return to SELLER for credit on account or their replacement on a normal turn-around basis. All discrepancies must be reported within five (5) days of BUYER'S receipt, and prior to use in application. No orders may be returned or cancelled without SELLER'S prior written consent. Restocking charges may apply.

3) SELLER'S standard terms are Net 30 days from invoice date, regardless of when invoice/statement is received a late charge of 1.5% per month on all past-due invoices will be charged if the account is turned in for collection and Seller is prevailing party. BUYER agrees that all collection costs, including SELLER'S Receivables' Insurance collection costs, and all court costs, investigation costs, legal fees and all other incidental costs incurred in the collection of the BUYER'S past-due account will be paid by BUYER. Possessory Lien Clause: LORD & SONS, INC. retains a security interest in the goods released to the BUYER until the invoice is paid. UCC financing statement is impractical in this instance.

4) SELLER'S materials/products used in construction on real property shall entitle SELLER full lien/bond rights as a Materialman, regardless of delivery or pick-up point BUYER requests. And materials/products purchased by BUYER for such construction projects shall be construed as specific and unique to that property, and accepted by all parties to the project as such.

5) Shipments and billings will be made on completion of partial/complete orders, and will not be delayed to accommodate construction schedules or owner/general contractor payment to contractor/subcontractor.

Any clarification required should be directed immediately to the management of  
**LORD & SONS, INC.** Call (408) 817-8900 or Fax (408) 955-0925

**The signature in this block is construed to be from an OWNER/OFFICER AS AUTHORIZED AGENT of the Buyer, and shall act as an authorization for release of Bank and Trade-Reference information and a legally binding acceptance of the LORD & SONS, INC. companies controlling TERMS & CONDITIONS. Buyer agrees that one signature and a signed photocopy or facsimile of this Application & Agreement shall serve as an original document and be legally binding on the Buyer.**

Printed/Typed Name (OWNER/OFFICER)	X	Signature	Title	Date
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Company \_\_\_\_\_

This side to be completed by same authorized signator only if photocopy or telephone facsimile of this Application & Agreement is operative document

## California Resale Certificate

### I HEREBY CERTIFY:

1. I hold valid seller's permit number: \_\_\_\_\_

2. I am engaged in the business of selling the following type of tangible personal property:

\_\_\_\_\_

3. This certificate is for the purchase from \_\_\_\_\_ of the item(s) I have listed in paragraph 5 below. [Vendor's name]

4. I will resell the item(s) listed in paragraph 5, which I am purchasing under this resale certificate in the form of tangible personal property in the regular course of my business operations, and I will do so prior to making any use of the item(s) other than demonstration and display while holding the item(s) for sale in the regular course of my business. I understand that if I use the item(s) purchased under this certificate in any manner other than as just described, I will owe use tax based on each item's purchase price or as otherwise provided by law.

5. Description of property to be purchased for resale:

6. I have read and understand the following:

**For Your Information:** A person may be guilty of a misdemeanor under Revenue and Taxation Code section 6094.5 if the purchaser knows at the time of purchase that he or she will not resell the purchased item prior to any use (other than retention, demonstration, or display while holding it for resale) and he or she furnishes a resale certificate to avoid payment to the seller of an amount as tax. Additionally, a person misusing a resale certificate for personal gain or to evade the payment of tax is liable, for each purchase, for the tax that would have been due, plus a penalty of 10 percent of the tax or \$500, whichever is more.

NAME OF PURCHASER

\_\_\_\_\_

SIGNATURE OF PURCHASER, PURCHASER'S EMPLOYEE OR AUTHORIZED REPRESENTATIVE

\_\_\_\_\_



PRINTED NAME OF PERSON SIGNING

TITLE

ADDRESS OF PURCHASER

\_\_\_\_\_

TELEPHONE NUMBER

(      )

DATE

\_\_\_\_\_