



CUSTOMER ACCOUNT FORM

Applicant's Name and Address – Please include both physical address and PO Box, if applicable:

County: _____

Tax Exempt #: _____ (Attach Exemption Certificate)
Names of Owners, partners, or Officers (Including Title):

Telephone: _____

Type of Business: _____

No. of Years in Business: _____

Single Proprietorship
Social Security #: _____

Partnership
Social Security #: _____

Corporation (State): _____
Federal Tax ID #: _____

Identify any persons to contact regarding credit or Accounts Payable matters:

E-Mail Address: _____

Requested Line of Credit: \$ _____

Is there an order pending? Yes No

Who is your JCG Contact? _____

PLEASE REMIT TO:

MOWEAQUA OFFICE
2700 North Main Street
Moweaqua, IL 62550
217.768.3040
michael@jcgmidwest.com

MONTICELLO OFFICE
1214 Raymond Road
Monticello, IL 61856
217.762.9402
kevinp@jcgmidwest.com

MT. ZION OFFICE
100 Green Valley Drive
Mt. Zion, IL 62549
217.423.5653
kenny@jcgmidwest.com

BANK REFERENCE

Bank: _____
Person to contact: _____
Bank Account #: _____

Bank City, State: _____
Bank Phone #: _____
Email: _____

TRADE REFERENCES

(Email must be included for credit consideration)

	NAME	PHONE NUMBER	EMAIL
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

GENERAL

- Applicant(s) agree that the TERMS and CONDITIONS of SALE contained on the third page of this application form shall govern all purchases made from JCG Midwest.
- Applicant(s) agree to pay late charges on all past due balances at the rate of 1% per month (12 per annum)
- Applicant(s) hereby certifies that the information contained herein is correct and is expressly given for the purpose of inducing JCG Midwest to extend credit.

Date: _____ Signed by: _____

TERMS AND CONDITIONS OF SALE

1. **PRICES:** All prices for JCG Midwest ("Seller") products are subject to change or withdrawal without notice. Unless otherwise stated by Seller, prices, terms of payment and pricing policies will be those set forth in Seller's published price list or Seller's pricing policies in effect at the time of shipment. By signing document Buyer has read and understands Seller's terms for custom orders.
2. **CREDIT APPROVAL:** All sales and shipments are subject at all times to credit approval by Seller.
3. **TAXES:** Any taxes which seller may be required to pay or collect upon the sale, delivery, storage, processing, use or consumption of any of the products covered hereby shall be for the account of Buyer who shall promptly pay the amount thereof to Seller upon demand.
4. **TRANSPORTATION AND RISK OF LOSS:** Unless otherwise specified on the reverse hereof, delivery of products hereunder shall be F.O.B. point of shipment.
5. **PATENTS:** If suit is brought against Buyer alleging that the manufacturer of sale of any article sold hereunder infringes any U.S. Patent, Seller shall defend Buyer and pay any awards against Buyer for such infringement, provided Buyer gives Seller prompt written notice and permits Seller to defend.
6. **PERMISSIBLE VARIATIONS:** Variations in the products as to components, dimensions quantity and the like shall be permissible and not cause for Buyer's rejection or revocation if within applicable ASTM and/or SCS product specifications in effect at the time of manufacture.
7. **INSPECTION AND REJECTIONS:** Any claim by Buyer based upon any claimed defect in the products ascertainable upon visual inspection thereof, including without limitation any claim relating to size, type, quantity, shipping or animal damage and the like must be presented to Seller or its representative within 15 days following date of receipt of the product by Buyer. Buyer's receipt of any products delivered hereunder shall be an unqualified acceptance, and a waiver by Buyer, of any and all such claims with respect to such product unless Buyer gives Seller notice of claim within 15 days after such receipt. SUCH CLAIMS MUST BE MADE WITHIN SAID TIME AND ARE NOT WITHIN THOSE ITEMS COVERED AND GUARANTEED BY THE GUARANTEE POLICY WHICH IS SET FORTH IN THE IMMEDIATELY FOLLOWING PARAGRAPH. No claim of any kind, except as to claims against those qualities specifically guaranteed in the following paragraph, whether as to products delivered or for non-delivery of products, and whether or not based on negligence, or tort, shall be greater in amounts than the purchase price of the products in respect to which such claim is made.
8. **GUARANTEE, WARRANTY, DISCLAIMERS AND LIMITATIONS OR REMEDIES:** Except for the warranty of title, no warranty or merchantability, warranty of fitness for any purpose, warranty that the products will meet or comply with the requirements of any safety code or regulation of any state, municipality or other jurisdiction, nor other warranty (whether express, implied or statutory) is made by the Seller except that Seller warrants to the Purchaser that the products to be delivered hereunder shall be free from defects in materials and workmanship in normal use and service. This warranty shall not apply to any products which have been subjected to abuse or mishandling, or which have been repaired or altered by anyone other than Seller. Seller's obligation under this warranty shall not include any transportation charges or costs of installation and **IN NO EVENT SHALL SELLER BE LIABLE FOR SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES.** Except as specified herein, no other express warranty is given and no affirmation on Seller's part or on the part of Seller's representatives or agents, by word or act, shall constitute a warranty. There shall be no third-party beneficiary of this warranty.

TO THE EXTENT ALLOWED BY LAW, THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES (WHETHER EXPRESS, IMPLIED OR STATUTORY), INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS.

SELLER'S TOTAL LIABILITY TO PURCHASER FOR ANY AND ALL CLAIMS, LOSSES OR DAMAGES ARISING OUT OF ANY CAUSE WHATSOEVER, WHETHER BASED IN CONTRACT, NEGLIGENCE OR OTHER TORT, STRICT LIABILITY, BREACH OF WARRANTY OR OTHERWISE, SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE PRODUCTS IN RESPECT TO WHICH SUCH CAUSE AROSE.

All claims for any cause whatsoever, whether based in contract, negligence or tort, strict liability, breach of warranty or otherwise, shall be deemed waived unconditionally, and absolutely unless Seller receives written notice of such claim not later than ninety (90) days after Purchaser's discovery of defects in the products for which such claim is made.

9. **PERFORMANCE:** Seller shall not be held liable for any delay in performance of any contract made on the basis of this document resulting in whole or in part from or made impossible or impractical by any cause beyond the control of Seller, including, but not limited to, fire, explosion, accident, breakdown, strike, adverse weather conditions, failure or refusal of any carrier to transport materials, delay in transport thereof, failure of any source of supply to honor orders within time periods customarily or heretofore experience by Seller in the trade, shortage or lack of material, fuel, power, transportation media, safe or transfer of manufacturing facilities, embargo or any act of God or action or request of any governmental authority, failure or refusal of any carrier or contractor or any contingency or delay or failure or cause beyond Seller's control.
10. **LIMITATION OF ACTIONS:** No action arising out of this document or any contract arising herefrom shall be brought by Buyer against Seller more than two years after the accrual of the cause of action therefore.
11. Buyer shall pay reasonable attorney collection fees as permitted by state law where any action to collect is brought.

12. Return material will be subject to prior approval. All return material must be in resalable condition – undamaged and in standard inventory packages and/or coils (NO partial coils, pieces, etc. will be accepted for credit). All return material will be subject to a 35% restocking charge with credit based on price in effect at the time of original sale. There will be no returns/exchanges accepted on custom orders. Custom orders are determined by JCG Midwest.
13. ADDITIONAL OR INCONSISTENT ITEMS: ANY ADDITIONAL OR INCONSISTENT TERMS OR CONDITIONS ON BUYER'S PRINTED FORMS SHALL NOT APPLY. ACCEPTANCE OF ANY GOODS SHIPPED WILL CONFIRM BUYER'S ASSENT TO THESE TERMS AND CONDITIONS WITHOUT MODIFICATION.
14. BUYER ACCEPTS ALL TERMS, CONDITIONS AND INSTRUCTIONS HEREOF, NONE OF WHICH MAY BE CHANGED BY BUYER. ACCEPTANCE OF ANY SHIPMENT BY BUYER IS AN ACCEPTANCE OF THE TERMS OF THIS DOCUMENT, NOTWITHSTANDING ANY ACT OF SELLER INCLUDING SHIPMENT, ACCEPTANCE OF PAYMENTS, AND NOTWITHSTANDING ANY TERMS OR CONDITIONS CONTAINED IN ANY ACKNOWLEDGEMENT OR OTHER FORM OF BUYER.