



The undersigned hereby grant(s) J.C. Snavelly & Sons, Inc. permission to contact and obtain credit information from all references supplied as well as from credit reference services. The undersigned agree(s) to all credit terms of J.C. Snavelly & Sons, Inc. including specifically terms.

### Federal Truth-in-Lending Disclosures

Your signature(s) below mean(s) that you assume responsibility for payment of this account and agree to all credit terms of J.C. Snavelly & Sons, Inc., including specifically the following:

Statements of account balances will be rendered monthly. All amounts billed on the monthly statement are payable on or before the 20<sup>th</sup> of the month following the month of billing.

A FINANCE CHARGE not in excess of that permitted by law will be assessed on any past due balances from month to month. Payments, credits or charges received before the end of a month will be reflected on that month's statement. Payments, credits or charges received after the end of the month, which is the closing date of the billing cycle, will appear on the next month's statement. A FINANCE CHARGE will be imposed at a "periodic rate" of 1 1/2% per month (minimum finance charge is \$.50) which as an ANNUAL PERCENTAGE RATE of 18% applied to the previous balance less any payments or credits received prior to the 20<sup>th</sup> of the month. To avoid FINANCE CHARGES, the new balance must be paid before the month following the month of billing.

The FINANCE CHARGE will be applicable only if and to extent not prohibited by law.

### TERMS AND CONDITIONS

In addition to the terms and conditions set forth in any subsequently executed sales agreement or similar document, all purchases made by Applicant shall Be subject to the following conditions.

1. J.C. Snavelly & Sons, Inc. reserves complete discretion concerning all extensions of credit and shall have the right at any time to refuse to extend credit to Applicant.
2. J.C. Snavelly & Sons, Inc. warrants that all materials sold by it, other than materials subject to a manufacturer's warranty, shall at the time of delivery be free of defects in material and workmanship. Applicant shall notify J.C. Snavelly & Sons, Inc. of any defect within forty-eight (48) hours following delivery and any claim for breach of warranty not made within that time shall be deemed to have been waived. Provided that timely notice of defect is given, J.C. Snavelly & Sons, Inc. will repair or replace any defective materials or, at its option, refund the purchase price of such materials. No warranty is made by J.C. Snavelly & Sons, Inc. in connection with materials subject to a manufacturer's warranty and any claim relating to such materials shall lie exclusively against the manufacturer. The foregoing shall be exclusive remedies of Applicant as to all materials sold by J.C. Snavelly & Sons, Inc. and J.C. Snavelly & Sons, Inc. shall not, under any circumstances be liable to Applicant or to any other person for lost profits, additional expenses incurred in replacing defective materials, or any other special, incidental, indirect or consequential losses or damages of any kind whatsoever. Except for the foregoing express warranty and any applicable manufacturer's warranty, no WARRANTY OF MERCHANTABILITY or WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, of any other warranty, express, statutory or implied shall apply to any materials sold by J.C. Snavelly & Sons, Inc.
3. Applicant acknowledges and agrees that all purchases made shall be paid for in accordance with such payment terms as may from time to time be established by J.C. Snavelly & Sons, Inc. Until otherwise notified by J.C. Snavelly & Sons, Inc., the following terms shall apply: (I) A statement of account will be issued on the last day of each month, (II) The net amount of each invoice is due on or before the 20<sup>th</sup> day of the month following the month of billing, (III) Any invoice not paid in full by the 20<sup>th</sup> day of the month following the month of billing will be subject to finance charge of up to One and One-half percent (1 1/2%) per month, and (V) Balances under \$25.00 will be subject to a minimum finance charge of \$0.50 per month.
4. In the event that Applicant's account is referred to an attorney for collection, Applicant agrees that J.C. Snavelly & Sons, Inc. shall be entitled to collect, in addition to principal and accrued finance charges, an attorney's fee of fifteen percent (15%) thereof. This Credit Application and any subsequent contract of sale between J.C. Snavelly & Sons, Inc. and Applicant shall be deemed to have been entered into at the home office of J.C. Snavelly & Sons, Inc. in Landisville, Pennsylvania and the Applicant and the undersigned hereby consent to the exercise of jurisdiction by the courts of the Commonwealth of Pennsylvania and further agree that venue shall lie exclusively in the Court of Common Pleas of Lancaster County in the event that any suit is instituted by J.C. Snavelly & Sons, Inc. in connection with any cause of action arising from or relating to this Credit Application or any extension of credit hereunder.
5. This Credit Application shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

**Sign appropriate section below:**

Applicant's Signature \_\_\_\_\_ Date \_\_\_\_\_

Co-Applicant's Signature \_\_\_\_\_ Date \_\_\_\_\_

### NOTICE TO THE APPLICANT(S):

- (1) Do not sign this agreement before you read it or if it contains any blank space.
- (2) You are entitled to a filled in copy of this credit application.

**NOTICE: See Accompanying statement for important information regarding your right to dispute billing errors.**

**\*RETAIN THIS FOR YOUR RECORDS\***

**NOTIFY US IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR BILL**

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us (on a separate sheet of paper) at the address listed below. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problems appeared. You can telephone us but doing so will not preserve your rights.

In your letter, give us the following information:

1. Your name and account number.
2. The dollar amount of the suspected error.
3. Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

**YOUR RIGHTS AND OUR RESPONSIBILITIES AFTER WE RECEIVE YOUR WRITTEN NOTICE**

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question or report you as delinquent. We can continue to bill you for the amount you questioned including finance charges and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating but you are still obligated to pay parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within 10 days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. We must tell you the name of anyone we report you to that the matter has been settled between us when it is final.

If we don't follow these rules, we can't collect the first \$50.00 of the questioned amount even if your bill was correct.

**J.C. SNAVELY & SONS, INC.  
150 MAIN STREET  
LANDISVILLE, PA 17538  
ATTN. CREDIT DEPARTMENT**