



**JOB INFORMATION SHEET-COMplete IN FULL  
ALL INFORMATION IS REQUIRED**

**Estimated Amount:** \_\_\_\_\_ **1<sup>ST</sup> DELIVERY DATE** \_\_\_\_\_

**YOUR COMPANY NAME** \_\_\_\_\_

Contact Person \_\_\_\_\_ Phone \_\_\_\_\_

Billing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

**Email address:** \_\_\_\_\_

Are you going to install this material on this job?  Yes  No

Contract is with  Property Owner  General Contractor  Subcontractor

Name of Subcontractor (if applicable) \_\_\_\_\_

Type of Job:  Commercial-Private  Public  Residential  Federal

Is your company sales tax exempt on this job?\*  Yes  No

**\*Tax will be adjusted upon the receipt of a valid tax exemption certificate**

**JOB NAME** \_\_\_\_\_

Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

**PROPERTY OWNER** \_\_\_\_\_

Contact Person \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_

Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

**GENERAL CONTRACTOR** \_\_\_\_\_

Contact Person \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_

Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Is this job bonded? \*  Yes  No Bond # \_\_\_\_\_

**BONDING COMPANY** \_\_\_\_\_

Contact Person \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_

Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

**\*\*Copy of the bond may be requested**

**Preliminary Notices will be sent to required parties in accordance with state law where material is being erected.** Preservation of lien and bond rights is an essential requirement on credit sales and will benefit both your company, McElroy Metal and McElroy Metal Service Center during the job. The terms and conditions of this worksheet are governed by the terms and conditions of your company's most recent, signed credit application. Please take advantage of our payment portal when making your remittances.

**NAME** \_\_\_\_\_ **SIGNATURE** \_\_\_\_\_

**TITLE** \_\_\_\_\_ **DATE** \_\_\_\_\_

# TERMS AND CONDITIONS

**APPLICABILITY** - The following terms and conditions apply to the sale of goods and services by McElroy Metal, Inc. or McElroy Metal Service Center ("Seller") to the applicant ("Buyer") named on page one (1) of this document.

**GOVERNING LAW** - This agreement shall be construed and enforced in accordance with the laws of the State of Louisiana, irrespective of the location of the work performed by the Seller or the location of the site to which the goods are shipped. The parties agree that the exclusive jurisdiction and venue for any dispute arising out of this agreement shall be Bossier Parish, Louisiana or the Western District of Louisiana, Shreveport Division.

**PAYMENT** - All sales are cash upon delivery unless credit terms are established. Upon credit approval, and unless otherwise noted, terms are net cash thirty (30) days from invoice date, with a one-half (1/2)% discount if payment is made within ten (10) days from the invoice date.

**TAXES** - Any applicable taxes or other government charges imposed shall be added to the purchase price and paid by the Buyer, unless valid documentation allowing exemptions are on file with the Seller.

**LATE CHARGES & FEES** - Past due amounts will be assessed a service charge of 1.5% per month (18% per annum) for each month or part of a month the past due invoice remains unpaid. A fee of \$25.00 will be assessed for any check received insufficient.

**CREDIT** - Seller may withdraw or extend additional credit privileges at its sole discretion. Seller reserves the right to demand payment prior to production if Seller deems it necessary.

**BUYER'S FAILURE TO PAY** - If Buyer fails to pay invoice(s) when due, Seller may, without prejudice to other remedies, defer future shipments until the default is satisfied. Seller may, at its discretion, cancel future shipments of any and all orders. In the event amounts due are turned over for collection, Buyer is responsible for all collection fees at cost and legal fees incurred by Seller or Seller's agent in the collection of amounts due. Any notes or judgments shall draw interest at the maximum legal rate per annum.

**SHIPPING** - Unless instructed otherwise, Seller will arrange for transportation of goods according to shipping instructions provided by Buyer. Failure of Buyer to provide complete instructions and/or directions to Seller at its office at least four (4) days prior to date of shipment will extend shipping time to next available time for Seller to deliver after complete shipping instructions are received.

**PACKAGING** - Unless requested otherwise, goods will be packaged in ordinary packaging. If Buyer requires additional packaging, Buyer shall pay additional costs.

**STORAGE** - Buyer shall pay any demurrage or storage charges incurred by Seller as a result of Buyer's failure to take possession of goods. Seller will not be responsible for condition of materials delivered after being stored as a result of Buyer's not taking initial delivery as scheduled.

**SCHEDULE OF DELIVERY** - Production of material will commence after Buyer accepts Seller's estimate and, when shop drawings exist, provides written approval of Seller's shop drawings. No material will be purchased or fabricated until these conditions are met. Seller's estimate will form the basis for the schedule of deliveries. Buyer acknowledges and accepts that all delivery dates provided by Seller are good faith estimates that may be impacted by factors including, but not limited to, change order requests, vendor material shortages, and delays in freight. In no instance shall Seller be responsible for costs or damages incurred by Buyer as a result of delays in fabrication or shipment. Furthermore, Seller will not be responsible for any delay or failure to fabricate or deliver materials resulting directly or indirectly from fire, other casualty, acts of God, embargo, transportation stoppage, labor unrest, inability to secure materials from suppliers, or any other situation beyond the Seller's control.

**INSPECTION** - Buyer shall inspect materials and deliver any notice of rejection, in detail, to Seller within fourteen (14) days after Buyer has taken possession of materials. Failure to inspect or give notice to Seller of rejected goods within said time shall constitute a waiver of the right to inspect and an irrevocable acceptance of the materials.

**NON-CONFORMING GOODS** - Seller shall have the right to replace or repair materials which do not meet specifications. A refund of the purchase price may be offered upon return of the materials, or an allowance may be granted for the degree of nonconformity. Any allowances must be mutually agreed to by Seller and Buyer.

**RETURNS** - Returns of conforming goods require written authorization from Seller (Returned Goods Authorization). Returns of conforming goods will be subject to a restocking charge of 25% of the purchase price. Seller reserves the right to reclaim non-conforming goods. Disposition and mode of transportation is at Seller's discretion. Seller will absorb freight charges for returns of non-conforming goods.

**TITLE** - Title to materials passes from Seller to Buyer when Buyer takes physical possession of the materials.

**WAIVER** - Any claim by Buyer against Seller for lack of quality of product, improper workmanship or otherwise shall be deemed waived unless presented to Seller in writing within one (1) year of the date of sale of the product involved.

**VERBAL ORDERS** - Buyer is responsible for correctness and payment of verbal orders unless Seller receives written confirmation from Buyer prior to the start of the production process. Confirming orders must be marked, "Confirming Order - DO NOT DUPLICATE."

**WARRANTY** - Any warranties are extended to the first owner of the building for which the materials were purchased.

**Applicant agrees that he/she has read and accepts the Seller's Terms and Conditions, and that said Conditions are incorporated into this Credit Agreement and take precedence over any Terms and Conditions contained in the Buyer's purchase order or subcontract. The applicant further states that he/she is authorized and empowered to enter into this agreement binding the applicant to all of the Terms and Conditions listed above.**

Company's Legal Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

## **SALES TAX GUIDELINES**

McElroy Metal Mill, Inc. and McElroy Metal Service Center are required by law to collect sales tax unless a valid tax exemption certificate is provided. If your purchase is exempt from sales tax, please submit the sales tax exemption certificate before or during the ordering process.

Blanket certificates will be setup on your account to automatically exempt orders delivered to that state. After the certificate is received, it will be setup for the number of years recommended by the state, after which, we will request an updated certificate.

One exemption certificate for each specific exempt project must be sent in before or during the ordering process. Once received, the exemption certificate will be kept on file. Be sure that the project name on the certificate is included on all orders placed. Only orders specified for projects with exemption certificates on file will be exempted.

Our goal is to make state tax compliance as hassle free as possible. We are here to answer any questions and assist in the process.

Sincerely,

The McElroy Metal & McElroy Metal Service Center Tax Department  
tax@mcelroymetal.com