**TERMS AND CONDITIONS OF CHARGE ACCOUNT**

This Agreement is made and effective from [EFFECTIVE DATE],

**BETWEEN: [YOUR COMPANY NAME]** (the "Seller"), a company organised and existing under the laws of the [STATE/PROVINCE] of [COUNTRY], with its head office located at:

[YOUR COMPLETE ADDRESS]

**AND: [CUSTOMER NAME]** (the "Customer"), a company organised and existing under the laws of the [STATE/PROVINCE] of [COUNTRY], with its head office located at:

[COMPLETE ADDRESS]

**IT IS AGREED AS FOLLOWS:**

The Customer agrees with the Seller [SELLER’S NAME] to pay for all purchases once a monthly statement has been received. Charges which the seller bills but are not paid by the [DAY]th of the month following the purchase will be considered negligent and subject to financial charges.

The FINANCIAL CHARGE for individuals is computed by a periodic rate of [%] per month which is an ANNUAL PERCENTAGE RATE OF [%] applied to the "Previous Unpaid Balance less Current Credits." Current credits are payments/credits received by [TIME] A.M. on the [DAY]th day of the following month. The minimum payment due will be the payment of the Customer's indebtedness in full. If not paid, [SELLER’S NAME] may declare the unpaid balance due and payable immediately. The Customer agrees to pay collection expenses, including reasonable solicitor's fees and court costs, if it is necessary to collect through legal action.

The Customer takes all responsibility for materials purchased from [SELLER’S NAME]. The Customer agrees to be personally liable for all charges and individually guarantees payment of all charges promptly. The Customer agrees to notify [SELLER’S NAME] within [NUMBER] days in writing once the monthly statement/any billing has been received. Failure to notify [SELLER’S NAME] results in total acceptance and responsibility for prompt payment in full of the account.

If materials are ordered to a construction job site, the Customer assumes full liability for the materials at the time of delivery whether or not the Customer's representative is on hand to acknowledge receipt of delivery. The Customer agrees to pay the standard delivery charges as billed.

The Customer agrees that no refund will be granted unless merchandise is returned within 30 days with invoice and in original sales condition. The Customer agrees to supply [SELLER’S NAME] with "Notice of Commencements", purchase orders, job numbers, job addresses, and a current list of employees permitted to order, pick up, and sign for the merchandise.

[SELLER’S NAME] reserves the right to send out "Notice to Owners" and file Liens on past due accounts and use any legal means available to force collection if necessary.

SELLER CUSTOMER

Authorised Signature Authorised Signature

Print Name and Title Print Name and Title