

**CREDIT APPLICATION AND AGREEMENT**

COMPANY NAME \_\_\_\_\_

BILLING ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

PHONE \_\_\_\_\_ FAX \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_ WEBSITE \_\_\_\_\_

CONTACT NAME \_\_\_\_\_

SHIPPING ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

NUMBER OF EMPLOYEES \_\_\_\_\_ INSURANCE CERTIFICATE REQUIRED?  YES  NO

P.O. REQUIRED?  YES  NO

FED. TAX ID# \_\_\_\_\_ FOR RESALE?  YES  NO (MUST HAVE CERTIFICATE)

TYPE OF BUSINESS (DISTRIBUTION, CONTRACTING, ETC.) \_\_\_\_\_

COMMENTS \_\_\_\_\_

AUTHORIZED ACCOUNT SIGNATURE \_\_\_\_\_

**BUSINESS OWNER INFORMATION**  PARTNERSHIP  SOLE PROPRIETOR  CORPORATION

PRINCIPAL #1 \_\_\_\_\_ TITLE \_\_\_\_\_

SOCIAL SECURITY # \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

PRINCIPAL #2 \_\_\_\_\_ TITLE \_\_\_\_\_

SOCIAL SECURITY # \_\_\_\_\_

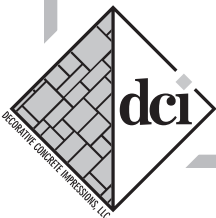
ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

DATE BUSINESS COMMENCED \_\_\_\_\_

**FAX THE SIGNED AND COMPLETED FORM (3 PAGES) TO 866-623-4793**

CREDIT REVIEW PROCESS USUALLY TAKES 3-5 BUSINESS DAYS



**BANK INFORMATION**

BANK NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

PHONE \_\_\_\_\_ FAX \_\_\_\_\_

CONTACT NAME \_\_\_\_\_

ACCOUNT NUMBER \_\_\_\_\_

**TRADE REFERENCES**

**COMPANY #1** \_\_\_\_\_ CONTACT NAME \_\_\_\_\_

PHONE \_\_\_\_\_ FAX \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

**COMPANY #2** \_\_\_\_\_ CONTACT NAME \_\_\_\_\_

PHONE \_\_\_\_\_ FAX \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

**COMPANY #3** \_\_\_\_\_ CONTACT NAME \_\_\_\_\_

PHONE \_\_\_\_\_ FAX \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

THE ABOVE INFORMATION IS FOR THE PURPOSE OF OBTAINING CREDIT AND IS WARRANTED TO BE TRUE. I/WE HEREBY AUTHORIZE THE FIRM TO WHOM THIS APPLICATION IS MADE TO INVESTIGATE MY/OUR CREDIT AND FINANCIAL RESPONSIBILITY. SIGNED APPLICATION ACKNOWLEDGES ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS CREDIT AGREEMENT.

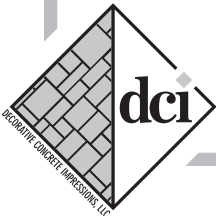
**TO BE SIGNED BY AUTHORIZED REPRESENTATIVES OF APPLICANT**

NAME (PRINT) \_\_\_\_\_ TITLE \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

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**DECORATIVE CONCRETE IMPRESSIONS, LLC.  
CREDIT APPLICATION AND AGREEMENT**

**1. CUSTOMERS OBLIGATIONS:**

A. Payments: Payments for all purchases are Net 30 from date of purchase.

B. Late Payment Penalty: If any payment is not received by Supplier on or before the due date, Customer shall be in default under this agreement and late payment penalty shall be added to the total of each overdue invoice in an amount equal to one and one-half percent (1.5%) per month of the total of each overdue invoice from the date following the due date until the date the balance is paid in full or the maximum amount permitted by law (whichever is less). Customer hereby agrees to pay such late payment penalty in addition to the balance of each invoice.

C. Collection Costs: In the event that the Customer's account is placed in the hands of an attorney or collection agency, or for representation of Supplier in connection with bankruptcy or insolvency proceedings relating to Customer, Customer promises to pay, in addition to all other amounts otherwise due the reasonable costs and expenses of such collection, foreclosure and representation, including, without limitation, reasonable attorney's fees and expenses (whether or not litigation shall be commenced in aid thereof).

D. Shortage, Errors, and Defective Materials: Defective material, shortages of material, order entry errors must be reported to Supplier immediately upon delivery. Customer must inspect materials upon delivery and note any deficiencies at the time of delivery, otherwise Customer is acknowledging that all materials were received in good condition. All defective material claims must be filed prior to installing or applying any finish. Under no circumstances will Supplier be liable for labor costs.

E. No Sale Obligation: Nothing herein shall be construed as an agreement by or an obligation of Supplier to sell products to Customer on credit terms or otherwise.

F. Notification of Change: Customer agrees to provide Supplier with certified written notice of any change in name, address, or any changes that affect your account.

2. SUPPLIER'S REMEDIES: Upon Customer's breach of any term of this Agreement, whether by wrongful rejection, repudiation, revocation of acceptance, or failure to make a payment as required hereunder or any other default, Supplier shall have the right to discontinue all deliveries to Customer. In addition, Supplier shall have all rights and remedies available to Supplier under this Agreement or any applicable law or equity. All such rights and remedies shall be cumulative and any waiver by Supplier of any of its rights and remedies shall not be construed as limiting Supplier's recourse in any manner. Upon a breach by Customer, Supplier may recover all lost profits and reasonable overhead, as well as all incidental and consequential damage incurred by it, including, but not limited to, factory cancellation charges, shipping and freight charges, storage charges, processing fees, delivery charges, court costs and Supplier's reasonable attorney's fees (not to exceed the amount permitted by law). Supplier may terminate the availability of credit to Customer at any time at its sole discretion, whether or not a breach has occurred hereunder. In no event shall Supplier be liable for any incidental or consequential damages or losses sustained by Customer by reason of any nonconforming tender or failure to tender.

3. WARRANTIES: Supplier makes no express warranties whatsoever with respect to the materials. Manufacturing warranties apply per manufacturing details. THE GOODS SOLD UNDER THIS CONTRACT ARE PURCHASED 'AS IS' AND SUPPLIER DOES NOT WARRANT THAT THEY ARE OF MERCHANTABILITY QUALITY OR THAT THEY CAN BE USED FOR ANY PARTICULAR PURPOSE.

4. CONTRACT DOCUMENTS: Customer's agreement with Supplier is evidenced by the Credit Application, the terms and condition contained herein, any price notification (and subsequent changes thereto from Supplier to Customer, all invoices, any permitted amendments, modifications, supplements or other changes to the foregoing (collectively, the "Contract Documents"). Upon approval of Customer's credit and of the agreement signed by Supplier, the Contract Documents shall constitute an enforceable agreement between Supplier and Customer.

5. GOVERNING LAW: This agreement and the Contract Documents shall be governed by and construed according to the internal laws of the State of Missouri.

6. EQUAL CREDIT OPPORTUNITY ACT: The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against any Customer on the basis of race, color, religion, national origin, sex, marital status, age (providing Customer has the capacity to enter into a binding contract), derivation of part or all of a Customer's income from a public assistance program, or a Customer's having in good faith exercised any right under the Consumer Credit Protection Act. The federal agency which administers compliance with this law concerning this creditor is the Federal Trade Commission.

7. PERSONAL GUARANTY: For good and valuable consideration, the undersigned jointly and severally and unconditionally guarantee to Decorative Concrete Impressions, LLC. and its successors and assigns ("Supplier") the full and punctual performance by Customer, as defined above, of all the terms and conditions and Contract Documents constituting the agreement between Supplier and Customer and payment of all indebtedness of obligations of the undersigned hereunder. The liability of the undersigned shall not be affected by the discharge or modification of the liability of Customer in bankruptcy, any disability or other defense of Customer, or the cessation from any cause whatsoever of the liability of Customer. The undersigned hereby subordinate any liability or indebtedness of Customer now or hereafter held by the undersigned to the obligations of Customer to the Supplier. The undersigned jointly and severally agree to pay any legal fees and other expenses incurred by Supplier in enforcing this Guaranty.

SIGNED \_\_\_\_\_ DATE \_\_\_\_\_ SIGNED \_\_\_\_\_ DATE \_\_\_\_\_

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MANUFACTURER OF

