

Thank you for your recent interest in establishing credit with our company.

Please download, complete, and sign the authorization below to release credit information.

Upon completion please email docs back to maggie.poore@tecstonegranite.com - or mail them to our corporate address listed below. We will contact your references and then contact you regarding credit with our company.

Kind Regards,

Maggie Poore Credit Manager, Tecstone Granite, USA LTD 2400 Landmark Way Columbus, OH 43219

I, \_\_\_\_\_\_, recently applied for credit with <u>Tecstone Granite, USA LLC</u>. I have been requested to provide information concerning my credit history. Therefore, I authorize the investigation of my credit information.

Your release of my credit information is authorized whether such information is of record or not. I release you and all persons, agencies, agents, employees, firms, companies, or parties affiliated with you from any damages resulting from providing such information.

This authorization is valid for thirty (30) days from the date of my signature below. Please keep a copy of my release request for your files.

Thank you in advance for your cooperation.

Signature:	Date:	
Address:		
Telephone (day):		
Telephone (evening):		

TECSTONE GRANITE USA, LTD

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# Customer Profile and Account Application Revised June 2015

(Combination Form to Add New or Update Existing Account) Please note our terms and conditions on pages 5 & 6 before signing this binding agreement

Customer Details: (Please fill in a Company Name:		Main Company Phone #	ŧ
Physical Address:	n	Main Company Fax #:	
City/State/Zip:	\	Year Established:	
Shipping Address: (If same as above	e, write SAME)		
Company Name		Street Address:	
Attn to (If applicable):		City/State/Zip:	
Billing Address: (If same as above,	write SAME and fill in o	contact details only)	
Bill-to Address:	(	City/State/Zip:	
Contact Information: (Please include	e owners, managers, bu	iyers, and Accounts Pa	yable contacts)
Contact Name/Position	Office number	Mobile or Alt #	Email Address

Email addresses are optional and will be kept confidential. They will be used solely for relevant business communications.

Is there any other information about your company that you wish for us to put in your files?

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## Legal Information:

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Legal Company Name	dba (if applicable)	Fed Tax ID #	Year Started

#### Company Structure (check one):

[] Sole Proprietorship [] Partnership [] Corporation [] LLC / LLP

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## **Owners/Officers Information:**

Name/Title	Home Address	City/State/Zip

### Trade References:

Company Name	Phone Number	Fax Number

## **Bank Reference:**

Bank Name	Contact Name	Contact Phone	Account Number

#### Warranty and Authorization to Release Information:

Applicant warrants the above information to be true and further hereby authorizes the trade and bank references shown above to release credit and/or financial information to Tecstone Granite USA, Ltd. for the sole purpose of establishing creditworthiness.

**Printed Name** 

Signature and Date

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 1 800 562 0777

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 1 800 453 7446

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## Level of Account Status Applied for:

- [] Revolving Open Account
- [] Revolving Open Account with personal guarantee (see below)

It is our practice for new accounts with open terms to be awarded a \$2500.00 amount for the length of six (6) months. After that time, if your account stays in current terms (no payments go past the 31 days) we will revaluate for increase of that amount (no account will be increased more than \$5000.00 without a personal guarantee).

(Must complete personal guarantee if \$5000 or more): \$\_\_\_\_\_

## Acceptance and Signature:

I/We, have the legal authority to represent the applicant herein, and wish to apply for account status as designated herein with Tecstone Granite USA, Ltd. and agree to the terms and conditions shown.

Signature of Applicant

Date

Printed Name

## **Personal Guarantee:**

(Must be completed when desired credit limit is \$5000 or more and in certain other circumstances)

The undersigned, in consideration for this applicant being considered for open account credit terms with Tecstone Granite USA (company), hereby agrees to personally guarantee payment of debts incurred by the applicant with the company. The undersigned further agrees to release personal credit information from credit bureaus and/or banks for the sole purpose of establishing creditworthiness to the company. All information received will be held in confidence.

Printed Name, Home Address, and Phone Number of Guarantor

Signature of Guarantor

Date

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## Conditions of Sale:

Pricing Structure: Tecstone's Pricing Structure has changed to a net pricing structure effective January 1, 2015. Further, our prices are subject to change, without notice.

- Payment Terms. For our customers who sign our credit application and who meet our credit criteria, we will grant them open account terms. (Please note exceptions regarding Special Orders in section 5 below.) On our open account terms, invoices are charged out at the net cost shown in our current price book or on any applicable special quote form. Payment is due within 20 days of the invoice date and this due date is shown on our invoice. If payment is made after the printed due date on the invoice, a 5% service charge may be applied. For legal reasons, we cannot accept post-dated checks. Should a check be returned by your bank for nonsufficient funds, or any other reason, we will add a charge of \$35 to your account.
- Credit Hold. Customers who have outstanding open balances that are 30 days or more past due are subject to credit hold and special arrangements must be made when a shipment is requested in this circumstance
- Service Charges/Collection Fees. Unless prior special payment arrangements have been made, when an account balance is over 30 days old, it is subject to a service charge of 1 5% per month until it is paid. Should collection action become necessary, attorney's fees and/or collection agency charges (25% of the total amount due at the time we turn it over) will be added to the total amount due. In the event that a customer's check is returned for non-sufficient, a service charge of \$35.00 will be added to the balance due
- Special Orders. At Tecstone Granite, we welcome the opportunity to service your special order requirements. • Our in-house production capabilities and our regular deliveries from our factories give us the ability to provide industry-leading service for these orders. In an effort to provide the best possible service and pricing, special order (non-price book) granite items are subject to a deposit requirement of one-half of the net value for it to be processed. In some circumstances, the deposit amount requirement may be increased.
- Order Cancellations. We understand that occasionally, orders get cancelled. Our policy is to allow . customers to cancel orders but these are subject to either a 10% restocking charge, billing for work started, or forfeiture of deposit. Should a given customer cancel an excessive amount of orders, we may change their credit terms to require payment with order.
- Shipping. Tecstone Granite is a service-driven company. Our goal is to ship our customers their orders within . one day after receipt of goods (if special ordered) or after the order is processed (if in stock). The speed of our service can be one of our dealers' greatest assets by allowing them to order Just In Time and thereby cutting inventory carrying costs and risk. We recognize, however, that speed is not always important to our dealers and have therefore adopted a policy of allowing free storage of your orders for a maximum of 30 days after it is ready to ship. Orders not released by the 30 day limit will be subject to a \$ 02 per pound per month storage charge. If the order is not accepted within 90 days of being ready to ship, it is subject to cancellation and forfeiture of deposit or a 10% restocking charge, whichever is more. Special arrangements are available for spring and/or other large orders.
- Retention of Title. Goods that we ship remain the property of Tecstone Granite until paid in full and as such, are subject to repossession should customer default on payment.
- Limitation of Liability. In the event that Tecstone Granite would fail to supply goods or services that meet the guality and/or delivery requirements of our customers, our liability is limited to the cost of the goods or services provided. In no event shall Tecstone Granite USA be held liable for consequential damages regardless of fault
- Change in Terms. We may, at any time and subject to applicable law, change, add, or delete provisions of the Agreement or terminate your account upon notice to you. Unless prohibited by local law, we may apply any Terms Change to outstanding or future balances of your account. Your signature on our account application constitutes your acceptance of our current and future terms. You may cancel your account at any time with no further obligation upon full payment of your account.

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- Privacy. We respect our customer's privacy. Information we collect will not be sold to other firms and will be used only by the owners, affiliates, or contractors of Tecstone Granite for legitimate business purposes such as payment processing, debt collection, and/or marketing.
- Definitions: Where used for Tecstone Granite USA, Ltd., "we", "our", "us", "Tecstone", or "Tecstone Granite" are all equivalent. Where used for the applicant, "customer", "you", and "your" are all equivalent,
- Prevalence: These terms and conditions of Tecstone Granite USA prevail over the customers' agreement and/or terms and conditions.
- Succession: This Agreement will inure to the benefit of and be binding upon the Seller and the Purchaser and their respective successors and assigns.
- Jurisdiction: This Agreement will be governed by and construed in accordance with the laws of the State of Ohio, including the Uniform Commercial Code and the Seller and the Purchaser hereby agree to be bound to the jurisdiction of the Courts of the State of Ohio.

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