



COD ACCOUNT AGREEMENT

GENERAL INFORMATION

Individual / Company Name: _____

Bill to Address: _____

City: _____ State: _____ Zip Code: _____

Phone #: _____ Fax #: _____

Purchasing Contact: _____ A/P Contact: _____

Purchasing Email: _____ A/P Email: _____

If Company, type of ownership (check one) Corporation Partnership Individual

Ship to Address (If different from billing): _____

City: _____ State: _____ Zip Code: _____

Federal Tax Number: _____ Est. Gross Sales This Year: _____

Sales Tax Exemption Number: _____ State of Issue: _____

ACCOUNT AGREEMENT

We strive to maintain long-term relationship with our clients. In order that the long-term relationships may be maintained and remain trouble free, we have found it best to emphasize our COD account practices at the outset.

The company seeking COD terms (the "customer") and any guarantors agree to the following terms and conditions of sale:

1. Terms of sale, including sales price and payment amount are stated on the delivery documents. All accounts must be paid in accordance with those terms. Accounts not fully paid within the stated terms will accrue interest from the due date at the annual rate of eighteen (18%) percent (1.5% per month).
2. If an account becomes delinquent, COD shipments will be automatically terminated and the delinquent customer placed on hold.
3. As a last resort, collection action sometimes becomes necessary. If an account is submitted for collection, the customer agrees to pay original sales amount along with all expenses incurred, including reasonable attorney fees. Customer can avoid additional expenses by complying with sale terms.
4. All charges for goods and services are payable in U.S. currency in Union City, Obion County, Tennessee. The laws of the State of Tennessee shall apply to and govern all sales. This agreement is performable in Obion County, Tennessee.
5. A security interest is retained on all goods delivered until payment in full is received.
6. No goods may be returned for credit except following written authorization in which case a restocking charge will be imposed at twenty five percent (25%) of the gross sales price.
7. Installation of goods constitutes acceptance for all purposes. Neither the seller nor the manufacturer will be responsible for claims of consequential damage, which may result from the purchase, or use of goods.
8. Payment for goods or services with any form of non-negotiable or insufficient funds checks will be prosecuted unless payment in U.S. cash or Cashier's Check is received within ten (10) days together with a \$45.00 service charge.
9. Appropriate venue herein shall be Union City, Tennessee for any disputes in any manner arising out of or in any manner involving the validity or construction of this agreement, or the performance of the parties pursuant to the terms and conditions of this agreement, or involving the resolution of any and all controversies, claims, or causes of action arising under or pursuant to any of the terms or conditions of this agreement.
10. ALL IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY, ARE DISCLAIMED.

Should you have any questions regarding our policies or any invoice received please call our customer service line at 731-599-9555. We appreciate your business.

CUSTOMER SIGNATURE

If COD account is established, I/We agree to the stated terms and agree to abide by them.

Name (please print): _____ Title: _____

Signature: _____ Date: _____

IMPORTER AND DISTRIBUTOR OF PREMIUM STONE SURFACING