

FOSTER STONE INTERNATIONAL LLC

8521 MCHARD RD., HOUSTON, TX 77053
Phone 832-649-3630 Fax 832-804-6146

CUSTOMER APPLICATION FOR CREDIT

Date: _____

Bill To Name: _____

Physical Address	Billing Address
Street Address: _____ _____	P.O. Box: _____
City: _____ State: _____ Zip: _____	City: _____ State: _____ Zip: _____
Phone: (____) _____ Fax: (____) _____	Phone: (____) _____ Fax: (____) _____

Type of Business: Corporation _____ Partnership _____ Sole Proprietorship _____

If Corporation: Subsidiary _____ or Division _____ Fed Tax ID # _____
Parent Company: _____ Street Address: _____
City: _____ State: _____ Zip: _____ Phone: (____) _____
Date Incorporated: _____ Company Officer Name & Title: _____

If Partnership:
General Partner: _____ Address: _____
(Home address for individual)
City: _____ State: _____ Zip: _____ Phone: (____) _____
Social Security No. or Federal Tax Identification No.: _____
Name, Address, and Phone No. of Each Additional General Partner:
1. _____
2. _____
3. _____

If Sole Proprietorship:
Owner's Name: _____ Home Address: _____
City: _____ State: _____ Zip: _____ Phone: (____) _____
Social Security No.: _____ Driver License No.: _____

Sales Contact: _____ Sales Tax Status: Taxable _____ Non-Taxable _____

(if Non-Taxable a copy of all applicable sales tax exemption certificates are required in our files or sales taxes will be added)

How Long in Business: _____ Accts. Pay. Contact: _____

TERMS AND CONDITIONS

1. All sales made by Seller are subject to these Terms and Conditions which shall prevail over any inconsistent Terms of Purchaser's purchase order or other documents. No items and conditions in any way altering or modifying these provisions shall be binding upon Seller unless they are specifically authorized in writing by Seller's authorized representative. No modification or alteration of these provisions shall result in Seller's shipment of goods following receipt of Purchaser's purchase order or other documents containing provisions, terms, or conditions in addition to, in conflict with, or inconsistent with these provisions. There are no terms, conditions, understandings, or agreements other than those stated herein, and all prior proposals and negotiations are merged herein.
2. Prices in quotations made by Seller are subject to change without notice, unless otherwise noted by Seller in writing, and all quotations expire and become invalid if not accepted within 10 days from the date of issue. Price extensions when made are for Purchaser's convenience only and they as well as any mathematical stereographic or clerical errors, are subject to correction by Seller. Prices shown do not include any sales, excise or other governmental tax or charge payable by Seller to Federal, State or local authority. Any taxes now or hereafter imposed upon sales of shipments will be added to the purchase price. Purchaser agrees to reimburse Seller for any such tax or to provide Seller with an acceptable tax exemption certificate.
3. Foster Stone International LLC (hereinafter "Seller") shall not be liable for failure to ship or delays in shipment by reason of the following causes.
 - (a) Fires, floods or other casualties, (b) Wars, riots civil commotion, embargoes, governmental regulations or Seller's inability to obtain necessary materials (finished or otherwise) from its usual sources of supply, (c) Shortage of cars or trucks or delays in transit, (d) Existing or future strikes or other labor troubles production or shipment, whether involving employees of Seller or employees of others, and regardless of responsibility or fault on the part of the employer.
 - (e) Other contingencies of manufacture or shipment not reasonably within the Sellers control, whether or not of a class or kind mentioned herein.
4. All taxes and excises of any nature whatsoever now or hereafter levied by governmental authority. Whether federal, state or local, either directly or indirectly, upon the sale of any material covered hereby, or upon the subject matter hereof or upon transportation charges, shall be paid and borne by the Buyer, unless prohibited by law.
5. Buyer acknowledges that this transaction constitutes the transaction of business within Harris County, TX. Buyer hereby agrees that any action against Seller shall be brought and tried exclusively in Harris County, TX. Buyer hereby submits to the jurisdiction within Harris County, TX, and waives any and all rights under the laws of any state or jurisdiction to object to venue or jurisdiction within Harris County, TX. Buyer acknowledges and agrees that Seller may bring and try any action against Buyer in Harris County, TX, or in any other court of competent jurisdiction.
6. Buyer and Seller agree and represent that they are merchants with respect to the subject material. Buyer acknowledges that no agent, employee or representative of Seller made or had any authority to bind Seller to any warranty or representation concerning the subject material apart from that contained in this invoice.
7. DELIVERIES - Deliveries will be scheduled as close to Buyer's requested time of delivery as facilities will allow. Materials will be placed in most convenient place for Buyer that is practical for Seller. If Buyer believes Seller's equipment or personnel caused any damages to Buyer's property or premises during delivery of materials, Buyer must notify Seller within 48 hours, or claims for such damages shall be waived. No materials can be stacked where, in Seller's judgement, liability to Seller may exist. Drayage fee may be charged for unusual circumstances. If delivery is to be made by common carrier, risk of loss or material shall pass to Buyer when material is duly delivered by Seller to common carrier.
8. WARRANTY AND LIMITATION OF LIABILITY. Seller will pass on to Buyer the manufacturer's warranty, if any, which may be a limited warranty. Seller's SOLE AND EXCLUSIVE WARRANTY with regard to any material is that the material conforms to the grade or type, size and quantity specified on reverse side of this invoice. SELLER EXPRESSLY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. Buyer's SOLE AND EXCLUSIVE REMEDY against Seller for breach of its limited warranty is that Seller, upon receipt of timely notice by Buyer, shall either (a) replace any nonconforming material; (b) repair any nonconforming material, or (c) refund to Buyer or credit Buyer's account with the purchase price paid for any nonconforming material. Seller shall have the right to select which of the three alternatives it will undertake. Buyer agrees that no other remedy (including, without limitations, recovery of incidental or consequential damages for lost profits, lost sales, injury or damage to person or property or any other incidental or consequential loss) shall be available to Buyer for any breach of warranty claim against Seller. Seller assumes no responsibility whatsoever for Seller's interpretation of plans or specifications provided by Purchaser and Purchaser's acceptance must be premised on final approval by architects and engineers, and not on Seller's interpretation.
9. CLAIMS
 - A Claims for nonconforming material must be reported in writing within thirty days from date of invoice. (Seller is not liable for labor back charges for Replacement of nonconforming material.)
 - B Claims for material damaged during shipment by common carrier must be made within the time for claims specified by the common carrier used, or such Claims are waived. If material is delivered by Seller, claims for materials damaged during shipment must be made within seven days of delivery, or such claims are waived.
10. RETURNS

All returned material must be pre-approved in writing by Seller. Pick up of returns by Seller's truck will be made only as can be scheduled with regular deliveries, and there will be a 25% handling charge if the material is picked up by the Seller. There will be a 15% handling charge if the material is returned by the Buyer. Material returned for cash refund must be accompanied by purchase invoice. No cash refund will be given Buyer if a balance is outstanding on any Buyer's accounts. All returned material must be inspected by Seller's representative before credit can be given. No credit will be given for returns or discontinued material. No credit will be given for any material included with returns that was not purchased from Seller. No specially manufactured material may be returned. Any assessment by a manufacturer against Seller for returned material which Seller does not keep in stock will be charged to and paid by Buyer.
11. PAYMENT TERMS: Payment terms are specified on reverse side of this invoice. Payment is due within thirty (30) days from date of invoice unless otherwise specified. Any invoice not paid when due is subject to a late payment charge of 1.5% per month, or if such rate is greater than the maximum rate permitted by applicable law, then at the highest rate allowed by applicable law. In the event Buyer fails to make full payment when due and Seller employs an attorney or collection agency to assist in collection of the account. Buyer agrees to pay all of Seller's reasonable costs of collection, including the fee of any collection agency, a reasonable attorney's fee which the parties hereby fix at 100% of the actual fee or the maximum allowed by statute, whichever is less, plus all court costs. A \$50.00 fee will be added to Buyer's account for each returned check.

12. If Purchaser fails to comply with these Terms and Conditions of Sale, or Purchaser's credit becomes unsatisfactory in Seller's sole discretion, Seller reserves the right to terminate or restrict any order upon notice to Purchaser. Purchaser certifies that it is solvent and that it will immediately advise Seller if it becomes insolvent. Purchaser agrees to send Foster Stone International LLC, written notice of any changes in the form of ownership of Purchaser's business within five days of such changes.

Bank Ref: _____ Street Add: _____ City _____ State _____ Zip _____ Phone _____ Contact _____ Acct. No. _____	Trade Ref: _____ Street Add: _____ City _____ State _____ Zip _____ Phone _____ Contact _____ Acct. No. _____
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Terms and Conditions Cont'd.

Applicant agrees that if credit is extended to Applicant and goods are sold to Applicant on credit, Applicant will be bound by Foster Stone International LLC's ("FSI") Terms and Conditions. Applicant also agrees that the goods shall only be subject to FSI's **LIMITED WARRANTY** set forth in its Standard Terms and Conditions, and Applicant agrees that **ALL OTHER WARRANTIES, BOTH EXPRESS AND IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED AND DO NOT APPLY** to purchases from FSI.

General Provisions

This application and the information contained herein is a request for the extension of credit for commercial business use only, and Applicant certifies that the business he/she represents is doing business as a Corporation (), Limited Liability Corporation (), Joint Venture (), Partnership (), Limited Liability Partnership (), or Sole Proprietorship () (check one). Applicant and each Guarantor authorize FSI to conduct a credit inquiry on Applicant and each Guarantor, and to investigate the credit history of Applicant and each Guarantor upon the initial application and, if credit is extended, to reinvestigate from time to time thereafter as FSI deems necessary. Applicant and each Guarantor authorize any bank or commercial business with whom Applicant or any Guarantor is doing or has done any business to release any credit information to FSI which will assist FSI in its credit investigation. Applicant and each Guarantor agree that FSI has the right to refuse future extensions of credit if Applicant fails to comply with any terms or conditions of a sale to Applicant. Applicant further agrees to the dissemination of credit information about the purchaser to inquiring sources.

Service Charge & Returned Check Charge Agreement

Applicant agrees all accounts shall be due within thirty (30) days after invoice, unless otherwise specified and all past due invoices will bear interest on the unpaid balance at the rate of 1 1/2 % per month or the maximum allowed by law, whichever is less. Applicant agrees to pay all cost of collection of any overdue amount including a reasonable attorney's fee which the parties hereby fix at 100% of actual fee or the maximum allowed by statute, whichever is less, plus all court cost. Interest charges are assessed on the last day of each month. A \$50.00 fee will be added for each returned check.

Unconditional Guaranty

Applicant and each Guarantor, unconditionally, jointly and severally, and personally guarantee (if required) full and prompt payment of all sums which may, from time to time, be owing to FSI. Such sums include, but are not limited to, payment for materials and services obtained from FSI, interest or service charges, and all cost of collection of any overdue amount including a reasonable attorney's fee which the parties hereby fix at 100% of the actual amount or the maximum allowed by statute, whichever is less, plus court costs. No notice of acceptance hereof need be given any guarantor.

AUTHORIZED REPRESENTATIVE

Company: _____

Print Name: _____
(Must be Owner, Officer, or Authorized Representative)

Signature: _____

Position: _____

Date: _____

GUARANTORS

Print Name: _____

Signature: _____ Date: _____

Print Name: _____

Signature: _____ Date: _____