

KOKOSING MATERIALS, INC.
P.O. Box 334 Fredericktown, OH 43019
Phone: (740) 694-9585 Fax: (740) 957-9253

Business/Commercial Credit Application

Type of Business: Sole Proprietor Partnership Corporation Limited Liability Corp

Name of Business:			
Billing Address:			
Statutory Agent (name and address)			
Telephone:		Fax No.:	
Email Address:		Contact Person:	

Federal I.D. Number		Number Of Years In Business	
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Bank Name	Contact Person	Telephone Number	Account Number / Type
1.			
2.			
3.			

Trade References:

Name	Address	Telephone Number	FAX Number

I hereby authorize my bank/trade references to release my ratings and payment records to Kokosing Materials, Inc.

Signature

Proprietor / General Partners / Corporate Officers / Members (LLC)

Name	Address	Telephone	Soc. Sec. No.

TERMS AND CONDITIONS

CONSENT TO CREDIT INVESTIGATION – AGREEMENT TO PROMPTLY DISCLOSE MATERIAL CHANGES. The applicant, herein referred to as “Buyer”, consents and agrees that Kokosing Materials, Inc. (KMI) may conduct a full and complete credit investigation of Buyer. This consent shall survive throughout the entire term Buyer purchases materials from KMI. Additionally, Buyer covenants and agrees to fully, promptly and properly disclose to KMI any material changes in Buyer’s business, financial and credit status. Buyer further covenants and agrees to fully, promptly and properly supplement all of the information contained herein with respect to any change in the following: (a) Buyer’s business name, (b) Buyer’s business address, (c) ownership of, or ownership interest in, Buyer, (d) Buyer’s banking services provider, (f) the identity and address of Buyer’s statutory agent, and (f) the identity of any of Buyer’s Members (if a limited liability company), officers or partners.

PAYMENT TERMS AND PAYMENT GUARANTEE – INTEREST, ATTORNEY’S FEES AND COSTS OF COLLECTION AND DEFENSE.

(1). Buyer shall pay the full purchase price of all materials within thirty (30) days of the billing date. The billing date will be shown on each invoice. Buyer understands that Buyer does not have the option of carrying any portion of such balance beyond the thirty (30) day period. If Buyer fails to pay in full within thirty (30) days from date of invoice for any of KMI products, services, or materials furnished by KMI to Buyer, then Buyer shall be liable to KMI for interest on any unpaid balance at the rate of one and one-half percent (1.5%) per month. Buyer shall also pay to KMI and KMI shall be entitled to recover from Buyer, any attorney fees, expert and consultants’ fees, litigation filing fees, and other costs incurred by KMI to collect the unpaid balance from Buyer. KMI also shall be entitled to award of reasonable attorneys’ fees incurred in enforcing any of the terms, conditions and provisions of this Agreement, (2) If Buyer does not make full payment within thirty (30) days of the invoice, delivery and/or sales ticket date, Buyer understands that a lien may be filed against the property for which the materials and/or services were purchased. Buyer also understands that Buyer may not be permitted to make further purchases from KMI until such payment in full is made on any balance which Buyer owes, AND (3) Furthermore, and in the event Buyer is a Partnership, sole proprietorship or ‘DBA’, the undersigned acknowledges and agrees that Buyer shall be personally bound by all of the terms, conditions and provisions of the Agreement.

INCORPORATION BY REFERENCE. The terms and conditions of this Agreement shall be and are hereby supplemented by the terms and conditions printed on KMI invoice, delivery and/or sales ticket, which are incorporated herein by reference. Buyer’s independent acceptance of these additional terms is not required.

SUBSEQUENT PURCHASES AND DELIVERIES. The terms and conditions of this Agreement shall apply to any and all purchases by Buyer (whether present or future) until this Agreement is revoked or amended in writing by KMI. Buyer understands and agrees to take full responsibility for any and all purchases on or for Buyer’s account, pursuant to the terms and conditions of this Agreement. No terms and conditions in any purchase order of confirmation of Buyer shall supersede, alter or amend any of the terms and conditions of this Agreement unless the same is signed and acknowledged by an officer of KMI.

ARBITRATION. At the sole option of KMI, all claims, demands, damages, actions and rights arising from or relating in any way to this Agreement or breach thereof, and any and all claims, demands, damages, actions and rights arising from or relating to the performance of either Buyer or KMI hereunder, shall be submitted to arbitration in Cleveland, Ohio under the Construction Industry Arbitration Rules of The American Arbitration Association. The decision of the Arbitrator(s) shall be final and binding without the right of appeal. This agreement to arbitrate shall be specifically enforceable under the Ohio Arbitration Act. The decision of the Arbitrator(s) may be entered as a judgment in any court of competent jurisdiction.

DISCLAIMER OF WARRANTIES, INTEGRATION CLAUSE, AND LIQUIDATED DAMAGES. KMI MAKES NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, REGARDING THE QUALITY AND/OR FITNESS OF THE MATERIALS AND PRODUCTS THAT KMI FURNISHES TO BUYER UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND/OR OF MERCHANTABILITY. KMI EXPRESSLY DISCLAIMS ANY AND EXPRESS OR IMPLIED WARRANTIES RELATING TO THE PRODUCT (S) SOLD OR DELIVERED TO BUYER. ALL PRODUCTS DELIVERED AND SOLD ARE STRICTLY “AS IS.” BUYER UNDERSTANDS AND AGREES THAT THIS IS THE ENTIRE AGREEMENT BETWEEN BUYER AND KMI. THERE ARE NO OTHER AGREEMENTS OR REPRESENTATIONS BY KMI. KMI DISCLAIMS ANY RESPONSIBILITY TO COMMENT ON THE DELIVERY SITE CONDITIONS, AND BUYER AGREES THAT KMI HAS NOT REPRESENTED THAT NO DAMAGE WILL OCCUR. KMI SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, OR LIQUIDATED DAMAGES. **In the event that this disclaimer is unenforceable, in whole or in part, then KMI’s liability shall in no event exceed the value of the allegedly defective or non-conforming materials or products, or Five Hundred Dollars (\$500.00), whichever is less.**

CONTINUING REQUEST FOR COPY OF NOTICE OF COMMENCEMENT. KMI hereby requests, pursuant to O.R.C. 1311.04 that Buyer furnish KMI with a copy of the Notice of Commencement for all projects or improvements for which KMI is furnishing materials, services or products to a Buyer, or into which Buyer incorporates KMI’s products and materials. Buyer shall deliver a copy of each Notice of Commencement to KMI at the time of pick-up or delivery of KMI’s products or materials, or within three (3) business days thereafter. This request shall be considered continuing in nature during the life of this agreement, and it shall apply to each project or improvement for which Buyer secures materials, products, or services from KMI. KMI, at its sole discretion, may suspend deliveries and sales to Buyer if Buyer fails at any time to comply with this paragraph.

SUBJECT TO ACCEPTANCE BY KMI; MODIFICATION OF TERMS AND CONDITIONS; CANCELLATION. Buyer understands and agrees that this Agreement is subject to acceptance of KMI, and that KMI is not warranting or representing that it will furnish credit to Buyer. KMI shall, at any time and in its sole discretion, have the right to (a) demand cash from Buyer upon the delivery of any material, or (b) convert Buyer’s account to C.O.D., or (c) demand additional security from Buyer in the form of a Letter of Credit. This Agreement is at will of KMI, and it may be terminated by KMI at any time, with or without fault on the part of Buyer.

GOVERNING LAW. This Agreement shall be interpreted under and controlled by the laws of the State of Ohio.

Buyer certifies that the above information is true, accurate and complete, that the undersigned has the authority to enter into and bind Buyer to all of the terms and conditions of this Agreement, and Buyer acknowledges and accepts without reservation all of the terms and conditions set forth above.

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Signature _____ Title _____ Date _____

Office Use Only: Approved By: _____ Date: _____

Credit Limit: _____