



Request for Credit

2885 St. Clair Street
Jacksonville, FL 32254
Phone: 904-359-5900
Fax: 904-359-0784
Website: www.tremron.com

Please print or type all information and return to the address above. ALL QUESTIONS MUST BE COMPLETED IN FULL. Please give address and telephone/fax numbers for all references. Incomplete applications will be returned. You will be notified when credit has been approved. Allow time for references to reply by mail. We look forward to adding your name to our list of valued customers.

NAME OF COMPANY: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

Phone: _____ Fax: _____ Cell: _____ Email: _____

Billing address (if different from above): _____

How long in business: _____ How long at present address: _____

Nature of business: _____

Officer of Principal Name: _____

Address: _____ Phone: _____

Ownership Corporation Partnership Other: (Explain) _____

Tax exempt? If yes, provide number and certificate with credit application: _____

BANK REFERENCES with complete addresses and account numbers.

NAME: _____ Account #: _____

Phone: _____ Fax: _____ Bank Representative: _____

Address _____ City: _____ State: _____ Zip: _____

TRADE REFERENCES SOLD ON OPEN ACCOUNTS (DO NOT LIST COD ACCOUNTS). Please fill in all information.

NAME: _____ Phone: _____ Fax: _____

Address: _____ City: _____ State: _____ Zip: _____

NAME: _____ Phone: _____ Fax: _____

Address: _____ City: _____ State: _____ Zip: _____

NAME: _____ Phone: _____ Fax: _____

Address: _____ City: _____ State: _____ Zip: _____

TRADE REFERENCES SOLD ON OPEN ACCOUNT (PAVER MANUFACTURERS). Complete address and fax number are essential.

NAME: _____ Phone: _____ Fax: _____

Address: _____ City: _____ State: _____ Zip: _____

NAME: _____ Phone: _____ Fax: _____

Address: _____ City: _____ State: _____ Zip: _____

NAME: _____ Phone: _____ Fax: _____

Address: _____ City: _____ State: _____ Zip: _____

TERMS: Applicant agrees as follows:

I have read and examined the contents of this Request for Credit and the attached/corresponding Terms and Conditions of (1) Request for Credit and (2) Sale Agreed to by Seller and Buyer, a copy of which terms and conditions has been provided to me, and I fully understand the terms and conditions and agree to this terms and conditions and agree that they shall govern all sales made by Tremron, LLC, to the application on credit. This combined agreement contains the entire agreement between the parties and may not be modified or amended except in writing signed by both parties hereto.

The applicant hereby certifies that all information on this Request for Credit is true and correct and further agrees to allow Tremron, LLC, to investigate the references given herein and the credit worthiness of the applicant, including the obtaining of any report pursuant to the provisions of the Fair Credit Reporting Act, and the release of the information to Tremron, LLC.

The applicant further agrees that any change of ownership, officers, or form in which the business operated shall be made known to Tremron, LLC, Att: Receivables Department, in writing by certified mail to the address reflected above or said changes shall be ineffective as to Tremron, LLC's enforcement of the terms and conditions of this agreement and applicant shall remain liable for all credit purchases made until said written notice is given.

Witnesses:

_____ NAME: _____

_____ SIGNATURE: _____

TITLE: _____

DATE: _____

FOR OFFICE USE ONLY

CREDIT APPROVED: _____

NOT APPROVED: _____

CREDIT LIMIT: _____

SIGNATURE: _____

**TERMS AND CONDITIONS OF (1) REQUEST FOR CREDIT AND (2) SALE AGREED TO BY
SELLER AND BUYER**

1. **CONTRACT.** Each order shall constitute a binding contract of purchase and sale between Buyer and Seller in accordance with the Terms and Conditions on the Request for Credit and the terms of the Seller's Invoice.
2. **TERMS.** The Seller's terms shall prevail over the Buyer's terms at all times. Seller is not bound by any terms on Buyer's order blanks which attempt to impose any conditions at variance with Seller's terms and conditions of sale which are included herein or stated on Seller's packages, invoices and technical data sheets. Seller's failure to object to provisions contained in the aforementioned Buyer forms shall not be deemed a waiver of the provisions of Seller's terms and conditions which, together with the typed or handwritten material in the invoice, shall constitute the entire contract between the parties. All orders are deemed to have been accepted by Seller at its General Offices, Florida, when they are either acknowledged by Seller or shipped.
3. **CHANGES.** All sales are made in accordance with Seller's samples which Buyer represents he has seen and approved. No substitutions or changes in this order or its terms will be accepted unless approved in writing by Seller. Color texture may vary due to variability of raw materials, efflorescence and other factors beyond the Seller's control. Although the color pigments in concrete pavers have excellent durability and weatherability, depending on specific weather situations, during the first year or two after installation, efflorescence may form on product surface of concrete pavers. The nature of paving stone manufacturing is such that color/texture variance inevitably occurs from time to time. These can result from many factors beyond our control (temperature, humidity, pigment, and aggregate changes). Although great care is taken to prevent this variance, it is not a defect, and therefore TREMRON, INC is not liable in any way if exact matching does not occur. Efflorescence may form on the surface of concrete pavers during the first two years after installation. It is caused by the reaction of carbon dioxide in the air and free calcium hydroxide within the paver and will form a white film on the top surface. With further exposure, the efflorescence will be changed to a highly soluble calcium hydrogen carbonate which normally will be washed away by rain.
4. **TAXES.** Unless specifically shown hereon, price in this order does not include applicable taxes, whether federal, state or political subdivisions thereof. All taxes applicable to Buyer's order shall be added to the purchase price and shall be paid by Buyer.
5. **SALES TAX EXEMPTION.** Sales Tax must be charged to and collected from Buyer unless Buyer provides a current Florida Tax Certificate with Sales Tax Number.
6. **NONCOMPLIANCE BY BUYER.** Seller reserves the right to cancel this order or any part thereof without penalty if Buyer fails to comply with the terms and conditions of this transaction or fails to make any payments within the time specified. In the event of Buyer default, Seller may rescind any agreements between the parties and hold Buyer liable for all damages and losses occasioned thereby: or resell, at public or private sale, undelivered goods under this or other agreements between the parties as Seller may elect. Buyer shall be liable to Seller for the difference between (a) the agreement price of goods, plus all expenses and charges for the account of Buyer specified in this agreement and all expenses of storage and resale, and (b) resale price of the goods.
7. **PRIVITY.** The price quotations contained herein are directed solely and exclusively to the Buyer named on the reverse side hereof. There are no express, implied, or intended third party beneficiaries to this Agreement.
8. **TRANSPORTATION.** Unless otherwise stated, all goods will be sold and shipped to Buyer F.O.B. plant. Each shipment or delivery shall be considered a separate and independent transaction. All deliveries are made to curb line. Any deliveries made past the curb line are the complete responsibility and risk of the Buyer. Any resultant damages shall be the Buyer's risk. The tractor trailers used for delivery are not equipped to enter sites which are not readily accessible. Additional freight may be charged for excessive waiting or unloading time.
9. **SHIPPING DATE.** Shipping dates given in advance of actual shipment are estimated, Seller shall not be liable for delays resulting from causes beyond Seller's reasonable control by fire, weather, labor difficulties, delays in Seller's usual sources of supply, or priorities allocations, rating or other restrictions established under or imposed directly or indirectly by applicable law, regulations, orders issued by governmental or quasi-governmental authorities. All promises of shipment dates are estimated as closely as possible at the time of acceptance, but are not guaranteed, and Seller shall not be responsible for loss or damage due to failure to ship upon date specified. Seller shall not, under any circumstances, be liable for special, indirect, incidental or consequential damages on account of delay in furnishing merchandise contracted for or on account of the use or resale of such merchandise.
10. **REQUESTED DELAYS.** If Buyer requests delay in shipment of material, Seller is not responsible for loss or damage. In such cases, the material will be invoiced when it is ready for shipment and storage costs may be charged to Buyer at Seller's sole discretion.
11. **SPECIAL ORDERS.** Orders requiring special material or fabrication require a deposit and are not subject to cancellation unless full payment is made for the work done. No credit or refund shall be given on specially ordered goods. Materials produced for any order must be shipped within 45 days of production. Failure to begin shipping materials may result in sale of materials and/or billing for materials if special or custom colors.
12. **SPECIAL OR CUSTOM COLORS.** Purchaser agrees to take delivery on total quantity ordered PLUS agrees to pay either \$ 1000.00 for special color run or to accept, ship and pay in full for all excess materials produced in order to fulfill originally ordered quantity (plus any additional shipping cost).
13. **RETURNS.** Goods returned without Seller's written "Return Goods Authorization" will not be accepted for

replacement, credit or refund. Used, obsolete, and specially ordered goods may not be returned for credit or refund. If approved, credit for such return will be based upon whether the goods are resalable and the price at which they were originally invoiced. There is a restocking charge of not less than twenty five percent (25%), plus freight, on all returns. Materials delivered more than thirty (30) days will not be accepted for credit. Tumbled materials, 1" materials, Bullnose, opened bundles and special color items are not accepted for return. Buyer agrees that any order cancelled after production will be subject to a 50% surcharge even if materials have not been delivered to job site. Further, cancellation of any special or custom color shall be subject to payment in full.

14. **SPECIFICATIONS.** Seller reserves the right to change specifications as conditions warrant.
15. **REPRESENTATIONS.** No agent, employee or representative of the Seller has any authority to bind the Seller to any affirmation, representation or warranty concerning the goods sold under this Agreement and, unless an affirmation or representation or warranty made by an agent, employee or representative is specifically included within the agreement in writing, it has not formed a part or basis of this Agreement and shall not in any way be enforceable by the Buyer, its heirs, successors, or assigns.
16. All dimensions and weights are nominal and will vary within accepted standards for concrete products. Square foot quantities vary from shape to shape and are calculated on mold manufacturer's blueprints with an allowance for sand joints.
17. **WARRANTIES.** Seller makes no warranty of any kind, expressed or implied, except that the goods sold under this Agreement shall be of the standard quality of Seller, and Buyer assumes all risk and liability resulting from the use and/or installation of the goods, whether used singly or in combination with other goods. Seller neither assumes nor authorizes any person or entity to assume for Seller any liability in connection with the sale or use of the goods sold, and there are no oral agreements of warranties collateral to or affecting this Agreement other than as specifically set forth herein. This warranty is void should materials show physical evidence of abuse, misuse, or accidental damage. Excluded are claims for special, incidental, consequential or indirect damages for breach of any express or implied warranties. ANY IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SHALL NOT EXTEND BEYOND ONE YEAR. THERE ARE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, OTHER THAN AS WRITTEN HEREIN. UNDER NO CIRCUMSTANCES WILL CLAIMS FOR REMOVAL AND REPLACEMENT COSTS BE CONSIDERED. OUR LIABILITY IS LIMITED TO REPLACEMENT OF THE STONE ONLY TO THE JOB SITE.
18. **INSPECTION.** The goods shall be inspected by Buyer upon delivery to Buyer. Failure to inspect and send written notification of rejection to Seller by registered or certified mail specifying the nature of the complaint within three (3) days after receipt by Buyer shall constitute a waiver of Buyer's rights of inspection and shall constitute an irrevocable and final acceptance of the goods and an admission that they fully comply with all terms, conditions, and specifications of the Agreement, impairing any other remedy available to the Buyer for nonconformity. Buyer expressly waives any rights the Buyer may have to revoke acceptance after such three-day period. Claimed unsuitable or unsatisfactory materials must be available for inspection by Seller to entitle Buyer to an adjustment or credit. Use of any materials by or on behalf of Buyer shall constitute acceptance. Expenses of inspection must be borne by Buyer.
19. **CLAIMS.** Loss or damage must be reported within three (3) days after delivery. Buyer shall have no right to deduct the amount of any claim from an invoice until Seller has authorized that claim.
20. **DAMAGES.** In the event Seller fails to make delivery or repudiates, or of Buyer's rightful rejection of the goods, Buyer shall not be entitled to recover any special, indirect, incidental, or consequential damages. In such event, the Buyer may, in addition to recovering so much of the pieces as has been paid, recover the difference between the market price at the time when the Buyer learns of the Seller's breach and the contract price (damages). The foregoing shall be the exclusive remedy of the Buyer for Seller's failure to make delivery or repudiation or for Buyer's rightful rejection of the goods.
21. **SOLVENCY OF THE BUYER.** Buyer represents by accepting delivery that he is not insolvent ("Insolvent") as that term is defined in the Uniform Commercial Code, FLA. STAT. 671.201(23). Buyer will notify Seller upon becoming insolvent. Failure to notify Seller of insolvency shall be construed as a reaffirmation of Buyer's solvency at the time of delivery.
22. **RECLAMATION BY SELLER.** Goods must be returned to possession of the Seller at Seller's place of business at Buyer's risk and expense if Buyer fails to make payment as provided herein or if Buyer fails to perform any obligation under this Agreement while any payment remains unpaid or if any transfer of any of the goods by the Buyer would constitute a bulk transfer. In the event Buyer becomes Insolvent, Seller may reclaim all goods shipped to the Buyer pursuant this Agreement.
23. **RISK OF LOSS.** Risk of loss shall pass to the Buyer at the time the goods are actually tendered to the carrier for delivery.
24. **TITLE.** Title to the goods shall remain with the Seller until Buyer pays for the goods.
25. **PRICE.** In the event of an inconsistency between the unit price and the gross price, the unit price shall be presumed correct.
26. **PAYMENT.** Buyer shall have twenty (20) days from Seller's tender to carrier in which to make payment of the purchase price. In the event the goods are lost in transit after conforming tender by Seller to carrier, Buyer is obligated to pay notwithstanding his inability to inspect. Buyer is obligated to pay a service charge of \$25.00 or an amount of up to five percent (5%) of the face amount of the check, whichever is greater when a check has been dishonored for any reason. Payments are due at the place of business of the Seller. Unless specified by the Buyer, all payments of the Buyer's account shall first be applied to the oldest unpaid charges on Buyer's account with Seller.

27. **SERVICE CHARGE.** In the event Buyer shall fail to pay the purchase price within thirty (30) days from Seller's tender to carrier, a service charge at the rate of one and one-half percent (1.5%) per month (eighteen percent (18%) per annum) shall be charged. If default in payment continues for thirty (30) days or more, Seller may suspend further deliveries until all indebtedness of Buyer to Seller has been paid in full.
28. **CASH OR CREDIT CARD PAYMENT.** If, in Seller's judgment the financial condition of Buyer at the time the goods are ready for shipment does not justify the terms of payment specified, seller reserves the right to require payment in cash or credit card before shipment. All C.O.D. orders are to be paid by cash or certified check prior to shipment.
29. **ATTORNEY'S FEES.** In the event it becomes necessary for Seller to retain an attorney to collect the monies due, or to reclaim any goods ordered by Buyer, Buyer agrees to pay all costs of collection, or reclamation, whether or not it is necessary to commence litigation, including reasonable attorney's fees (including appeals) and court costs.
30. **COMPLETE AGREEMENT.** This Agreement is intended by the parties as a final expression of their agreement and is intended as a complete and exclusive statement of the terms of the Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant to supplement or used to explain any of the terms used in this Agreement.
31. **RENEWAL OR WAIVER.** None of this Agreement's terms shall be deemed to have been waived by Seller unless such waiver is in writing and signed by Seller.
32. **JURISDICTION.** This Agreement was made and entered into in the State of Florida and shall be governed by and construed in accordance with the laws of the State of Florida. Venue shall be in the Florida courts.
33. **MODIFICATIONS.** This Agreement can be modified or rescinded only in writing, signed by an officer of Seller. No sales representative of the Seller has authority to alter, vary or waive any of the foregoing standard conditions. Stenographical and clerical errors are subject to correction.
34. **TITLES.** Paragraph titles are for convenience of reference only.
35. **SEVERABILITY.** Any invalid or unenforceable provision herein or portion thereof is severable and shall in no way affect the validity or enforceability of any other term, covenant, condition or provision contained herein.
36. **ORDERING.** Orders should include complete shipping information, i.e., company name, correct address and zip code.
37. **FREIGHT.** Orders should indicate desired method of shipment.
38. **COPYRIGHT.** No parts of our catalogs or promotional material can be reproduced without our express written consent.
39. **INSTALLMENT DELIVERIES.** Non-delivery or default by the Seller as to any installment shall not be deemed a breach of this Agreement except as to such installment. Such non-delivery or such default shall not relieve the Buyer from its obligation to accept and pay for any subsequent or prior installment.
40. **BENEFIT.** This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties. Buyer may not transfer or assign its rights or obligations under this Agreement without the prior written consent of Seller.

DATED: _____

 APPLICANT SIGNATURE

 NAME PRINTED

DATED: _____

 CO-APPLICANT

 NAME PRINTED

TREMRON, LLC.

CONTINUING UNLIMITED GUARANTY

THIS CONTINUING UNLIMITED GUARANTY is made and entered into personally on this _____ day of _____, 20___, by (Owner or officer's name) _____ (please print legibly), all individuals or an entity in Florida (the "Guarantor") in favor of Tremron, LLC ("Tremron").

WITNESSETH

WHEREAS Tremron intends to extend credit to _____ (Business name) ("Customer") for the purchase of interlocking pavers from Tremron pursuant to various invoices and which extension of credit shall be modified and extended to further product deliveries.

NOW THEREFORE in consideration of the extension of credit by Tremron for the purpose of delivery of interlocking pavers, those delivered now or at any time in the future and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Guarantors, it is agreed as follows:

1. Guarantors absolutely, unconditionally and irrevocably personally guarantee to Tremron and to any of its successors or assigns or otherwise, the due and punctual payment of the account balance as may be payable to Tremron, including all products delivered at any time to Customer. This Continuing Unlimited Guaranty shall be absolute, continuing and unlimited, and there is no limit to the liability under this Continuing Unlimited Guaranty. Guarantors shall, on demand, pay all amounts at any time, and shall make good any and all monetary defaults in the account balance, including but not limited to attorneys' fees and costs (through any appellate, bankruptcy and post-judgment proceedings) incurred by Tremron before, during, or after trial in connection with the enforcement of this Continuing Unlimited Guaranty, whether or not suit is brought. The contract interest rate of eighteen (18%) percent and agreement for entitlement to post-judgment attorney fees shall survive and entry of final judgment for said sums and by agreement of the parties shall be incorporated into said final judgment.
2. Guarantors hereby waive: (a) demand, presentment, notice, protest, and all surety ship defenses at law and in equity including and notice of default of the Customer; (b) any right to have the Customer or any other guarantor, if any, joined in any suit in which Customer or any guarantor are parties; (c) any right to require Tremron to sue the Customer on any obligations guaranteed hereby as a prerequisite to any action by Tremron against Guarantors; (d) any right to have Guarantors joined in any suit against the Customer and the bringing of such suit against the Customer by Tremron shall not waive any rights that Tremron may have against the Guarantors pursuant to this Continuing Unlimited Guaranty; (e) the lack of authority, death or disability of any other party or revocation hereof by and other guarantor or by and other party; (f) any defense based upon an election of remedies by the Customer which destroys or otherwise impairs the subrogation rights, if any, of Guarantors to proceed against Customer for reimbursement or both; and (g) any duty on the part of Tremron to Disclose to a Guarantor any facts which Tremron may now or hereafter know about the Customer, it being understood and agreed that the Guarantor is fully responsible for being and keeping informed of the financial condition of the Customer and all the circumstances bearing on the risk of nonpayment and nonperformance of any and all obligations hereby guaranteed.
3. The obligations of the Guarantors hereunder are independent of the obligations of the Customer and upon any default under the Continuing Unlimited Guaranty, a separate action or actions may be brought and prosecuted against Guarantors whether or not actions is brought against the Customer. No delay on the part of Tremron in exercising any rights hereunder or failure to exercise same shall operate as a waiver of such rights. All of the rights, powers and remedies of Tremron hereunder, under any invoice or other agreement entered into between the Customer, Guarantors, and Tremron shall be cumulative and nonexclusive and shall be in addition to all rights, remedies, and powers available to Tremron hereunder by law or otherwise.
4. No action or proceeding brought or instituted under this Continuing Unlimited Guaranty against the undersigned, and no recovery had in pursuance thereof, shall be any bar or defense to any further action or proceeding which may be brought under this Continuing Unlimited Guaranty by reason of any further default or defaults of the Customer.
5. The liability of the Guarantors shall not be deemed to be waived, released, discharged, impaired or affected by reason of the release or discharge of the Customer in any creditors, receivership, bankruptcy.
6. There shall be no modification of the provisions of the Continuing Unlimited Guaranty unless the modification is in writing and signed by the undersigned and Tremron.
7. All of the terms, agreements and conditions of the Continuing Unlimited Guaranty shall extend to and be binding upon each Guarantor, his heirs, executors, administrators, successors and assigns, and shall inure to the benefit of Tremron, its successors and assigns.
8. This Continuing Unlimited Guaranty shall not be construed more strictly against on party than the other, merely because it may have been prepared by counsel for one of the parties, it being recognized that each Guarantor has reviewed and approved the terms hereof.

9. Guarantors acknowledge and agree that Tremron would not extend credit to Customer without this Continuing Unlimited Guaranty and this it is in the best economic interest of the Guarantors to execute this Continuing Unlimited Guaranty such that it will enable Customer to purchase products from Tremron on credit.
10. The Guarantors agree that in any action or proceeding brought on, under or by virtue of this Continuing Unlimited Guaranty, the undersigned shall and does waive trial by jury, and the undersigned agrees that the exclusive jurisdiction for any such lawsuit or proceeding is in Duval County, Florida. This agreement shall be governed according to the laws of the State of Florida.
11. In the event any provision hereof is determined to be invalid or unenforceable, the remaining provisions shall and do remain in full force and effect.
12. The Guarantors agree that this Continuing Unlimited Guaranty is intended to be, and shall be, construed to apply to all sales made or credit provided by Tremron to Customer and shall not be revoked by death of the Guarantors, but shall remain in force until the Guarantors, or their executors or administrators shall have provided notice in writing to make no further advances on the security of this Continuing Unlimited Guaranty, such written notice shall be mailed to Tremron at Attn: Receivables Department, 2885 St. Clair Street, Jacksonville, Florida 32254, by certified mail, return receipt requested.

Witnessed by:

Primary Signature

Date

Date

Tremron Authorized Representative

