



Credit Application and Terms

COMPANY INFORMATION

Company Name: _____

Billing Address: _____

City/State/Zip: _____

Is this a branch or subsidiary of another Company?

Yes: No:

Name of Parent Company: _____

Time in Business: _____

Credit Limit Requested: \$ _____

Contact Name: _____

Telephone: _____

Billing Email: _____

FEIN / Tax ID: _____

Entity Type: Corporation Partnership

Sole Proprietor LLC

Purchase Order Required? Yes: No:

Type of Business: _____

OWNERSHIP INFORMATION

List of Principal Officers:

Name: _____

Title: _____

Name: _____

Title: _____

Name: _____

Title: _____

Buyer Authorizes all persons, institutions, organizations, companies and credit reporting agencies to furnish all pertinent information, including commercial and consumer reports, requested from time to time by VoidForm Products, LLC related to Buyer's creditworthiness.

Bank Reference:

Name of Bank: _____

Checking Acct #: _____

Contact Name: _____

Telephone: _____

Bank Address: _____

Email: _____

Trade References:

Company Name: _____

Company Name: _____

Address: _____

Address: _____

Phone: _____ Email: _____

Phone: _____ Email: _____

Company Name: _____

Company Name: _____

Address: _____

Address: _____

Phone: _____ Email: _____

Phone: _____ Email: _____

Buyer Acknowledgment/Authorization. By signing below signer acknowledges that s/he is authorized to bind Buyer to the terms of this Application, that the information provided herein is accurate and being relied upon by Seller in extending credit to Buyer, acknowledges and accepts the terms of this Credit Application and authorizes VoidForm Products, LLC to perform a credit check of Applicant.

Authorized Signature:

Printed Name: _____

Title: _____

Date: _____

TERMS AND CONDITIONS



1. The terms of this Application constitute the entire agreement between the parties, whereby VoidForm Products, LLC (Seller) agrees to sell to the Company applying for credit (Buyer) various products offered by Seller (the Goods or Materials). The terms of this Application supersede any previous understanding or agreement of the Parties and may be changed or cancelled only in a writing signed by all Parties.

2. Additional payment terms: Seller pricing shall not, unless otherwise expressly stated, include permits, fees, licenses, tariffs, surcharges, taxes and duties of any kind levied by federal, state, municipal, or other governmental authority, which either party is required to pay with respect to the sale or shipment of the materials covered by this Agreement. Applicable sales taxes will be added to each invoice for taxable items and associated delivery charges, unless Seller receives from Buyer an authorized tax exemption certificate for the project. Sales taxes may still apply to some products and services that are not incorporated into the structure, even if the project is deemed tax-exempt. These may include some removable formwork, semitrailer storage rental fees, and semitrailer pickup charges. All invoices not paid within 30 days of Buyer's receipt shall be subject to interest at 1% per month. Should it be necessary, in Seller's sole discretion, to send a notice of non-payment to Buyer, General Contractor, Owner, Surety or anyone else, Buyer agrees to pay Seller a Notice Fee of \$500 per notice sent. Should it be necessary, in Seller's sole discretion, to file a lien against any property for which Seller has ordered Goods, Buyer agrees to pay Seller, upon demand, a Lien Fee of \$1,000 per lien filed, and an additional \$250 for any subsequent lien release. Should Seller determine, at any time and in its sole discretion, that Buyer may be unable to satisfy its payment obligations to Seller, Seller reserves the right to require an advance deposit for any orders not yet shipped, to require COD payment, or to refuse to sell any Goods to Seller on other than a cash basis. Buyer further acknowledges that payment in full for all Goods is a pre-condition to Seller's obligation to honor any Warranties which may apply to any sale made to Buyer. Once manufactured, return credit for any goods will be authorized at the sole discretion of the seller, in the form of credit for future orders only, after all appropriate restocking and delivery charges are applied, which can vary according to product type, condition and available storage space. All credits must be used within 12 months. No cash refunds.

3. Warranty. All Goods sold will be of good material and workmanship, and free from defects. The Goods are designed to accommodate typical construction methods, and Seller must be notified of unique applications or additional working loads that fall outside of normal industry standards for any purchase made by Buyer. It is hereby understood that Goods supplied are volatile in nature, designed to withstand specific vertical working loads and compress when additional loads are applied through soil uplift. Any claim of defective performance of such goods must be evidenced by defects in dry samples taken from dry storage as delivered to Buyer. Previously installed materials that were utilized in the field will not be permitted to support any such claim, unless the design recovered through forensic excavation can be reconstructed in a controlled environment. **THE WARRANTIES EXPRESSLY STATED OR REFERRED TO HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED AND EXCLUDED.**

4. DISPUTES. ANY DISPUTE BETWEEN BUYER AND SELLER ARISING OUT OF OR RELATING TO THIS APPLICATION, ANY SUBSEQUENT MATERIAL ORDERS, OR THE BREACH THEREOF, SHALL FIRST BE SUBJECT TO MEDIATION AT SELLER'S SOLE DISCRETION. ANY REMAINING ITEMS IN DISPUTE SHALL BE DECIDED BY ARBITRATION. IF THE PARTIES CANNOT AGREE ON AN ARBITRATOR THE DISPUTE SHALL BE DETERMINED BY SUBMISSION TO THE AMERICAN ARBITRATION ASSOC. BUYER WAIVES ITS RIGHT TO A JURY TRIAL OR TO PARTICIPATE IN ANY CLASS ACTION SUITS OR CLAIMS AGAINST SELLER. Should Buyer fail to pay any amounts owed hereunder, Seller is entitled to recover all legal, expert and other costs incurred in obtaining payment, including all fees incurred in successfully defending against any Buyer claims, securing confirmation of or successfully defeating an arbitration award. The arbitrator's award shall be final and judgment may be entered upon it in any Court having jurisdiction thereof. Buyer agrees that Seller is not liable for consequential or exemplary damages and that Seller's total liability arising out of or related to this Agreement or any subsequent Buyer purchase shall not exceed the total amount of all money actually paid to Seller thereunder.

5. Selection of Goods: Buyer acknowledges that it is relying solely on its own knowledge and expertise in selecting Goods for purchase. Seller may offer project estimates/takeoffs and/or material specifications or general product information as a courtesy to Buyer, but Buyers agrees that such information provided shall not provide a basis for Buyer to avoid performing its own due diligence regarding the proper selection, storage, installation and general use of Seller's Goods. Any shortages, product omissions or missed modifications shall be subject to separate purchase in a subsequent order chargeable to Buyer at the established unit prices or comparable.

6. Title to Materials: Title to materials will pass to Buyer at time Buyer takes possession, either by pickup from Seller's warehouse or upon delivery to Seller, along with all risk of loss or damage with respect to the Materials, regardless of whether they are held in storage in Seller's trailer at the delivery location.

7. Misc. Provisions: If any term in this Agreement is determined to be invalid, illegal, or unenforceable in any respect, it shall be modified to the minimum extent necessary for enforceability. If it cannot be so modified, the Agreement shall be construed as if such provision(s) had never been contained herein.

Initials _____