



CREDIT APPLICATION

FLORIDA SILICA SAND COMPANY

SINCE 1948

8500 NW 36th Ave
Miami, FL 33147
Phone: 305-691-5881 Fax: 305-696-9414
www.fsscompany.com
miami@fsscompany.com

v6.15

Company Name _____ Credit Amount Requested \$ _____

Billing Address _____ Phone # _____

Fax # _____

Invoices are transmitted via Email and/or Fax ONLY. Please select your preference: Email Fax Both

Email Address _____ Fax # (if different than above) _____

If the billing address listed above is a PO Box, please list the street address below:

Street Address _____

If the billing address listed above is out of Florida, please list your local Florida address below:

Street Address _____

Check One: Corporation Partnership LLC

Individual Social Security # _____ Driver's License Attached
(need Social Security # and Copy of Driver's License)

of Years in Business _____

City/State Established _____

FEI # _____

Are your purchases Taxable? Yes No

Sales Tax # _____

Resale Certificate for Sales Tax form attached

Please list the names of the Principals below:

- | | | | | |
|----|------|-------|--------------|--------------|
| 1. | | | | |
| | Name | Title | Home Address | Home Phone # |
| 2. | | | | |
| | Name | Title | Home Address | Home Phone # |
| 3. | | | | |
| | Name | Title | Home Address | Home Phone # |

Please give us a brief description of your business: _____

Products to be purchased from Florida Silica Sand Company (check all that apply)

- Hardscape (brick, stone, pavers, retaining wall)
- Abrasive Finishing (abrasives, sandblasting sand, abrasive finishing equipment & replacement parts)
- Sand (bulk sand, filter media)

Are you currently doing business with Florida Silica Sand Company? (check one) Yes No

If Yes, who is your contact at Florida Silica Sand Company? _____

- Florida Silica Sand Company reserves the right to issue "Notice to Owner" documents on any orders where materials are purchased for jobsite improvements.
- No Credit will be extended for any purchases to overseas destinations.
- You understand and agree that your signature agreeing to our Terms and Conditions of Sale is a requirement for Florida Silica Sand Company to do business with you. We must be in receipt of a signed copy of these Terms and Conditions.

Florida Silica Sand Company - Office Use Only

CRM

Customer #

AR Approval

Final Approval



TERMS AND CONDITIONS OF SALE

PAYMENT: Florida Silica Sand Company (“FSS”) requires customers to make payment arrangements in advance. Credit terms must be pre-approved and may be discontinued at the sole discretion of FSS. Payments are due at time of purchase or if on credit, within thirty (30) days of purchase. FSS reserves the right to assess a service charge of 1 1/2% per month on amounts not timely paid. All returned checks, including but not limited to NSF, Stopped Payment or Closed Account checks, are subject to a 5% or \$25 fee, whichever is greater. In the event FSS takes any action, with or without suit, to enforce these terms of sale, Customer shall be responsible for FSS’ costs including its reasonable attorney’s fees incurred through trial and any appeals. Exclusive jurisdiction for any legal action shall be a court of competent jurisdiction in Miami-Dade County, Florida.

FSS DISCLAIMER OF LIABILITY - PICKUP, TRANSIT, DELIVERY AND USE: Customer understands and acknowledges that it must make proper hauling arrangements if it decides to pick up any purchased materials. Likewise, Customer’s selection and intended use of materials purchased from FSS is Customer’s own decision. FSS provides no advice in this regard. FSS is not responsible for calculating coverages. All quantities ordered are the sole responsibility of Customer and any information provided by FSS is gratuitous, general in nature and not intended to be relied on by Customer. FSS provides no advice in this regard. It is unequivocally agreed and understood as follows: (1) that FSS is not an insurer; (2) that payments made pursuant to the instant transaction or transactions are based solely upon the value of the goods purchased herein and nothing else; and (3) that it is the intention and understanding of the parties that FSS and its agents assume no obligation, liability, or responsibility whatsoever for: (i) any claims, costs, liabilities, damages or expenses asserted against or incurred by Customer, or its agents, or; (ii) any cause or any liability which otherwise may result or arise: (a) because of injuries to persons or damages to property incurred in connection with or arising out of the pick up, transit, delivery, use or misuse of said materials, (b) by reason of negligence, mistake or misconduct on the part of FSS or its agents, (c) which otherwise may be asserted against FSS or its agents by virtue of FSS or its agents being a party to the instant transaction or transactions, or (d) any orders, contracts and agreements which are contingent upon or delayed because of circumstances beyond our control.

Customer understands and acknowledges that a) if Customer cancels any order, then Customer shall be responsible for payment of 20% of FSS’ invoice if FSS has not yet ordered the materials or 100% of FSS’ invoice if FSS has already ordered the materials; b) it shall advise FSS in writing at time of contracting with FSS of the location of any pipes, objects, structures, cables, lines, or the like which could be damaged by FSS personnel or its agents during delivery; and c) it is responsible for providing a hazardous free workplace for FSS with sufficient egress and ingress for delivery.

RETURNS/CLAIMS: No material may be returned to FSS without FSS’s prior authorization that FSS may withhold in its sole discretion. If FSS agrees to accept returned materials, they must be returned within 90 days of the date the materials were received. With ALL returns, Customer will be responsible for a handling and restocking charge of 20% or \$15, whichever is greater. As to damaged or defective material or shortages, Customer must notify FSS upon Customer’s pick up of the subject materials or upon receipt if FSS or a third party delivers materials to Customer. No claim by Customer shall be greater than the amount of the purchase price of the materials. FSS’ liability in the case of unsuitable materials is limited strictly to the replacement thereof. FSS shall not be liable for consequential, incidental or special damages. This limitation of liability is expressly intended to apply to all types of claims, including but not limited to, claims for FSS’s own negligence, mistake or misconduct.

NO WARRANTY: FSS MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. FSS CONVEYS ONLY WHATEVER WARRANTY IS PROVIDED TO FSS BY MANUFACTURER, AND NO OTHER WARRANTY.

AUTHORITY: The person signing on behalf of Customer has full authority to do so, has read and understood the foregoing terms and conditions, and is authorized to bind Customer.

THE UNDERSIGNED AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF SALE LISTED ABOVE.

Signature _____ Date _____

Printed Name _____ Title _____
(must be officer)

TRADE REFERENCES

Please submit four (4) active trade references where you purchased dollar amounts equivalent to the amount you wish to purchase from Florida Silica Sand Company.

1. Name _____
 Address _____
 Phone# _____ Fax# _____
 Contact Name _____

2. Name _____
 Address _____
 Phone# _____ Fax# _____
 Contact Name _____

3. Name _____
 Address _____
 Phone# _____ Fax# _____
 Contact Name _____

4. Name _____
 Address _____
 Phone# _____ Fax# _____
 Contact Name _____

**Florida Silica Sand Company
Office Use Only**

High Credit _____
 Current Balance _____
 Avg. Days to Pay _____
 # of Years Sold _____
 Remarks _____

High Credit _____
 Current Balance _____
 Avg. Days to Pay _____
 # of Years Sold _____
 Remarks _____

High Credit _____
 Current Balance _____
 Avg. Days to Pay _____
 # of Years Sold _____
 Remarks _____

High Credit _____
 Current Balance _____
 Avg. Days to Pay _____
 # of Years Sold _____
 Remarks _____

GUARANTEE AGREEMENT

In consideration of extension of credit to the business entity on this application under the terms of sale shown above in the Credit/Sales Agreement, I, the undersigned hereby fully guarantee and hold myself personally responsible for payment at maturity of the purchase price of all such goods, wares, products, and merchandise sold or delivered whether evidenced by open account, acceptance, not or otherwise, including interest thereon. I hereby waive Notice of Acceptance hereof, amounts of sale, dates of shipments or deliveries, notice of default of payment and legal proceedings against the business entity.

This is intended to be, and shall be construed to be, a continuing Guaranty applying to all sales made to the business entity, and shall not be revoked by the death of the guarantor but shall remain in force until I or My Executors or Administrators shall have given notice in writing to make no further advances on the security of this Guaranty, such notice to be mailed to Florida Silica Sand Company, Attn: Credit Department, 2962 Trivium Circle, Suite 106, Fort Lauderdale, FL 33312 by Certified U.S. Mail, return receipt requested.

It is understood that there is no limit to My liability under this Guaranty.

Should it become necessary to place this Guaranty with an attorney or collection agency for collection, suit or other legal action, I hereby agree to pay all costs of collection including, but not limited to, a reasonable attorney's fee. The terms of this Guaranty shall be governed by the laws of the State of Florida and the undersigned agrees to submit to the jurisdiction of the State of Florida. Venue for settlement of any disputes arising under the Guaranty, including litigation, regardless of place of payment, shall be in a forum or Court, as required, of competent jurisdiction in Miami-Dade County, Florida, is a convenient forum. This Guaranty contains the entire agreement between the parties and may not be modified or amended except by writing signed by both parties hereto. The singular herein shall include the plural, and the masculine shall include the feminine and neuter gender, as the context requires.

 Personal Guarantor (must be officer) - Printed

 Personal Guarantor Signature

 Social Security Number

 Witness - Printed

 Witness Signature

 Date

BANK INFORMATION AUTHORIZATION

Bank Name _____

Address _____

Name of Bank Officer to Contact _____

Phone # of Bank Officer to Contact _____

Fax # of Bank Officer to Contact _____

Bank Account Number _____

Loan Number(s) _____

To Whom It May Concern:

We/I am applying for credit from Florida Silica Sand Company. Please provide this firm with all information requested regarding the referred account, all loans made to me and any other information you have in you files.

Please accept this letter as my authorization for you to release this information to:

Florida Silica Sand Company

Thank you,

Name on Bank Account _____ Date _____

Signature _____ Printed Name _____

CREDIT INFORMATION RELEASE: By signing above the Applicant/Customer hereby authorizes Florida Silica Sand Company to contact the above Bank or Financial Institution and Business & Trade References, as well as D & B or other like agencies, for the purpose of soliciting confidential information, and to obtain other information from other persons or organizations (including, but not limited to credit reporting agencies) pertaining to Applicant/Customer's credit standing, payment history, and other financial and legal obligations and responsibilities.