



389 Park Ave East • Mansfield, OH 44905

Phone: 419.524.4342 • Fax: 419.524.8050

### Application for Credit & Terms and Conditions

**Account information:**

Business Name \_\_\_\_\_

Owner Name \_\_\_\_\_

Street Address \_\_\_\_\_ City/St/Zip \_\_\_\_\_

(if less than 2 years) \_\_\_\_\_ City/St/Zip \_\_\_\_\_

Mailing Address \_\_\_\_\_  
(if Different) \_\_\_\_\_ City/St/Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_

Email \_\_\_\_\_

We prefer to email invoices and statements. Is the above a good email to send these to? YES / NO

If no-alt.email address \_\_\_\_\_

Business Type: ( ) Individual ( ) Partnership ( ) Corporation ( ) LLC ( ) Other \_\_\_\_\_

Years in Business: \_\_\_\_\_

Tax Exempt? ( ) Yes ( ) No

If yes, attach certificate to this application

Requested credit amount: \_\_\_\_\_

SSN/EIN \_\_\_\_\_

**Bank References:**

Name \_\_\_\_\_ Contact Name \_\_\_\_\_

Address \_\_\_\_\_ Telephone \_\_\_\_\_

City/St/Zip \_\_\_\_\_ Fax/Email \_\_\_\_\_

**Trade References (Please notify companies you are using them as a reference)**

Name \_\_\_\_\_ Contact Name \_\_\_\_\_

Address \_\_\_\_\_ Telephone \_\_\_\_\_

City/St/Zip \_\_\_\_\_ Fax/Email \_\_\_\_\_

Name \_\_\_\_\_ Contact Name \_\_\_\_\_

Address \_\_\_\_\_ Telephone \_\_\_\_\_

City/St/Zip \_\_\_\_\_ Fax/Email \_\_\_\_\_

Name \_\_\_\_\_ Contact Name \_\_\_\_\_

Address \_\_\_\_\_ Telephone \_\_\_\_\_

City/St/Zip \_\_\_\_\_ Fax/Email \_\_\_\_\_

Office use only	Salesman _____	Title: _____
( ) Approved ( ) Denied By: _____		
Date: _____	Notes: _____	

**CEMENT PRODUCTS, INC. HEREINAFTER REFERRED TO AS SELLER, OFFERS NO GUARANTEES OR WARRANTIES OF ANY KIND WHATSOEVER, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, EITHER EXPRESS OR IMPLIED, ON PRODUCTS SOLD BY IT, AND BUYER HEREIN ASSUMES ALL RISKS AND LIABILITY FOR THE RESULTS OBTAINED IN THE USE OF PRODUCTS SOLD BY SELLER AND BUYER AGREES THAT SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES THAT MAY RESULT FROM DEFECTIVE OR UNFIT PRODUCTS.**

**PRICES:** Unless otherwise indicated, the prices quoted apply only to shipments made to Buyer within 30 days from quotation date. Unless otherwise specified, deliveries thereafter will be invoiced at the prices in effect at the time of shipment. Price quotations will not contain Ohio Sales Tax, unless expressly indicated otherwise in writing and the tax shall be added where applicable. Freight charges will not be included in price quotations unless expressly indicated otherwise in writing, and shall be added where applicable.

**PAYMENT TERMS:** Any invoice remaining unpaid as of the tenth day of the month following the month of purchase shall be subject to a service charge of 2 percent per month (24% per annum). Buyer agrees to pay all bills for merchandise sold to it by Seller according to the terms hereof and upon failure to do so, agrees to pay all costs of collection, including a reasonable attorney’s fee, together with any interest on any unpaid balance at the rate of 2 percent per month (24% per annum).

**RETURNS:** All sales are final and no product may be returned unless consented to by Seller.

**DELIVERY DATES:** Seller does not guarantee delivery dates and all delivery dates given are estimates.

**NO OTHER AGREEMENTS:** There are no understandings or agreements between Buyer and Seller other than those expressed and contained herein and no agent or salesperson of Seller has any authority to obligate Seller by any terms, guarantees, warranties, or conditions not herein expressed. This Agreement may only be altered by written consent of the parties.

**COMMERCIAL TRANSACTION:** This is a commercial transaction and in accordance with the applicable provisions of Ohio law, and Buyer knowingly and expressly waives right to notice and hearing of any application for prejudgment remedy made by Seller to enforce its rights herein.

**APPLICABLE LAW:** The Buyer and Seller agree that this Contract shall be deemed to have been made and executed in the State of Ohio and that any dispute arising under this Contract shall be resolved in accordance with the internal laws of the State of Ohio and not its laws of conflict. Customer and Seller agree that any legal action related to this Contract shall only be filed in any court of competent jurisdiction in Richland County, Ohio.

The undersigned represents that all of the information provided herein is true and that said representations are made for the purpose of obtaining credit from Seller, and in return for the extension of credit, the undersigned hereby agrees to all of the foregoing terms and conditions.

I hereby authorize my financial institutions and other creditors to release credit information to Cement Products, Inc.

Buyer: \_\_\_\_\_ By: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**PERSONAL GUARANTEE:** In consideration of Cement Products, Inc. extending credit to Buyer, the undersigned does hereby guarantee to Cement Products, Inc. payment of all purchases sent to the above by Cement Products, Inc. and agrees to pay all costs of collection, including reasonable attorney’s fees, together with interest on any unpaid balances at the rate of 2% per month (24% per annum). The liability of the undersigned shall not be affected by any indulgence, compromise, settlement, extension, or variation of terms, and notice of presentment is hereby waived.

Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_

**Office use only. Must be completed by a Cement Products, Inc. employee:**  
( ) Approved ( ) Rejected by: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_