

EAST TENNESSEE GEOSYNTHETICS

P.O. Box 12440 • Knoxville, TN 37912-0440
Phone (865) 687-8395 • Fax (865) 687-8586

Credit Application

The undersigned hereby applies for trade credit from East Tennessee Geosynthetics.

Name of Business: _____

Physical Address: _____

Mailing Address: _____

Telephone No: _____ Fax No: _____ Mobile No: _____

Check one:

Corporation - State of Incorporation: _____ Date of Incorporation: _____

Sole Proprietorship

Partnership Other _____

Names and addresses of general partners or corporate officers:

Name and Address

Name and Address

Name and Address

Name of Registered Agent: _____

Address of Agent: _____

Federal I.D. or Social Security Number: _____

In business since: _____

Please attach any applicable sales tax exemptions or resale certificates.

Name of individual to contact for further credit information:

(Name) (Title) (Phone)

BANKING INFORMATION:

Bank Name	Address	Type of Account	Account Number
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1. _____

2. _____

(Continued)

TRADE REFERENCES:

	Name	Address	Phone	Contact
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____

Bonding Agent _____ Phone _____
 Bonding Company _____
 Address _____

TERMS AND CONDITIONS FOR EXTENSION OF CREDIT

In consideration of East Tennessee Geosynthetics' ("ETG") extension of credit, Buyer hereby agrees to the following terms and conditions. These terms and conditions control over any conflicting provisions contained in contracts, purchase orders, confirmations or the like from the Buyer and constitute the entire agreement between ETG and Buyer.

1. **Payment.** Buyer shall pay the purchase price Net 30 days from the date of invoice. A late payment and/or interest charge of 1.5% per month shall be added to any amount not paid when due. Buyer shall pay all costs incurred by ETG in collecting any amount due, including reasonable attorney's fees and a \$25.00 handling charge for any returned checks. The undersigned agrees that Knoxville, Tennessee shall be the proper venue for any action to collect money owed to ETG by Buyer. The courts of the State of Tennessee have jurisdiction.

2. **Security Interest.** ETG reserves, and Buyer grants to ETG, a security interest in all goods, services, equipment and inventory sold and all proceeds there from in order to secure the payment of the purchase price. Buyer shall sign and deliver financing statements, if requested by ETG, to perfect its security interest.

3. **Nonconforming Goods and Return of Goods.** Any claim that the goods or services delivered to Buyer do not conform to the description on the face of the invoice shall be barred unless Buyer gives written notice thereof to ETG within 10 days after Buyer's receipt of the invoice. Goods may not be returned for credit without ETG's prior written consent, and a 20% handling charge will be collected when the goods are returned due to no fault of ETG.

4. **Force Majeure.** The contract between ETG and Buyer is made expressly subject to *force majeure* and ETG shall not be responsible for any delay in shipment or delivery, or failure to ship or deliver, of any goods as a result of strikes, war, fire, Acts of God, accidents, shortage of labor or material, or other causes beyond ETG's control.

5. **Warranties and Disclaimers.** ETG is not the manufacturer of any goods it sells. ETG will, to the extent permitted by law, transfer to Buyer such warranty as the manufacturer of the goods may provide. ETG DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY WARRANTY WITH RESPECT TO THESE GOODS, WHETHER EXPRESSED, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ETG shall not, under any circumstances, be liable for any consequential or incidental damages suffered by Buyer.

6. **Buyer's Insolvency.** If ETG reasonably deems itself to be insecure as to payment by Buyer, or if Buyer becomes insolvent, ETG may refuse to ship or deliver and may stop delivery of goods or services in transit. All amounts due ETG shall become immediately due and payable at ETG's option if buyer becomes insolvent, is the subject of an order of relief in bankruptcy, makes an assignment for the benefit of creditors, suffers a judgment or a tax lien, or defaults in the payment when due of any invoice from ETG.

7. **Authorization of Check References.** Buyer hereby authorizes ETG to seek credit information from the references Buyer has listed above or other credit agencies.

8. **Guaranty:** To induce East Tennessee Geosynthetics, L.L.C. (ETG) to extend, or to continue to extend, credit to the buyer named above, the undersigned individual(s) hereby personally guarantee(s) (jointly and severally if more than one) the payment and not merely the collection, of all indebtedness of the buyer to ETG, whether existing on the date of this guaranty or incurred thereafter, including, without limitation, late payment charges, returned check fees, and all expenses incurred in collecting any such amounts, including a reasonable attorney's fee. The undersigned hereby waive(s) notice and demand for payment.

Name of Officer

Signature

Title

Date