Office Use Only: __________ E/M List: __________ Map: __________ Roomvo: __________ Welcome E/M date: __________

Diamond SURFACES

NEW CUSTOMER INFORMATION & CREDIT APPLICATION

Please select the type of account you prefer: (Must be Approved by Diamond Surfaces & Supply Inc.)

_______ COD / Prepay (We accept credit cards, ACH, or company checks)

_______ Net 30-Day Terms (Paid in full within 30 days of invoice date; subject to credit approval and adherence to the Terms & Conditions below).

*For Tax Exemption Please Email a Copy of Your Resale Certificate to: *Office@Diamond-Surfaces.com*

BUSINESS INFORMATION

Primary Business Name:____ **Years in Business**______

Account Name /DBA (if different than primary): ____

Business Type (select one): ____Corporation ____Retail _____LLC _____Wholesaler/Renovations

Billing address: ____

City: ____ State _______________ Zip ________________________

Shipping address (*if different*):____

City: ____ State _______________ Zip _________________

Office Phone Number: _____________________________ Cell Number: ____________________________________

Purchaser Email: ____

Accounts Payable Email (*if different*):____

Do you use Purchase Order? Y or N Any special instructions: ____

REFERENCES (Required for Net 30 Terms)

Bank Name, Address, & Email contact: ____

____

Trade Reference Name #1 with Address, Email, & Account number: ____

____

Trade Reference Name #2, Address, Email, & Account number: ____

____

5415 Pioneer Park Blvd. ◊ Tampa, FL 33634 ◊ 813-609-4200
Office@Diamond-Surfaces.com

TERMS AND CONDITIONS OF CREDIT & SALE

In consideration of credit to be extended by **Diamond Surfaces & Supply, Inc.** (the "Seller"), the applicant ("Buyer") affirms that all information submitted is true and correct. Buyer agrees to be strictly bound by the following terms and conditions:

- **(a) Credit Authority:** Seller retains the absolute right at all times to deny credit, lower credit limits, close accounts, or rescind Net 30 terms whenever it deems necessary without prior notice.
- **(b) Net-30 & Late Interest:** Invoices are due in full within thirty (30) calendar days of the invoice date, regardless of delivery or inspection timing. Past-due balances shall accrue interest at 1.5% per month (18% per annum) or the maximum legal rate allowed by law, calculated daily from the due date until paid. Payments received will be applied first to accrued interest and collection costs, and then to the principal amount of the oldest outstanding invoice.
- **(c) Credit Hold:** Accounts with any past-due balance will be placed on immediate credit hold. Pending shipments and future orders will be paused automatically until the account balance is current.
- **(d) Reservation of Title & Reclamation:** Title and ownership of all materials remain exclusively with Seller until Buyer has paid the invoice in full. In the event of default, insolvency, or bankruptcy, Seller reserves the right to enter Buyer's premises or any storage location to repossess uninstalled flooring materials.
- **(e) Delivery & Risk of Loss (FOB):** All sales are FOB Shipping Point. Risk of loss passes to Buyer immediately upon delivery to the carrier at Seller's warehouse. Buyer is responsible for transit insurance.
- **(f) Inspection & 25% Restocking Fee:** Buyer must inspect materials upon arrival. Shortages or damage must be reported in writing within five (5) business days, or goods are deemed unconditionally accepted. Conforming returns require prior written authorization, are shipped at Buyer's expense, and face a 25% restocking fee. Seller retains the right to reduce or waive this fee at its sole discretion. Opened, cut, altered, or custom materials are non-returnable.
- **(g) UCC-1 Financing & PMSI Security:** Buyer hereby grants Seller a Purchase Money Security Interest (PMSI) in all goods, inventory, and materials supplied by Seller, including all cash/non-cash proceeds from resale. Buyer authorizes Seller to file Uniform Commercial Code (UCC-1) financing statements to perfect this security interest.
- **(h) Lien Rights:** Credit extension does not waive Seller's rights to file mechanics' or materialman's liens against properties where materials are used. Buyer agrees to provide the property owner's name and project address upon request.
- **(i) Collection Costs:** Buyer agrees to pay all costs and expenses incurred by Seller in collecting past-due indebtedness, including third-party agency fees, court costs, and reasonable attorneys' fees.
- **(j) Investigations & Reporting:** Seller is authorized to investigate Buyer's credit capacity, character, and commercial reputation via trade references and credit bureaus, and to report Buyer's payment performance to reporting bureaus.
- **(k) Jurisdiction:** This agreement is governed by Florida law. Any legal action must be brought exclusively in the state or federal courts of **Hillsborough County, Florida.**

1. For the Business (Applicant): Authorized personnel listed on the account are the only individuals permitted to place charges on this account.

Company Name: ______________________________

By (Authorized Signature): ______________________________

Printed Name: ______________________________

Title: ________________ Date: ________________

2. Personal Guarantee (Required for Corporate Net 30 Accounts): By signing below, the undersigned Individual personally, unconditionally, and irrevocably guarantees prompt and full payment of all sums now due or which may become due to Seller from the applicant's business. This is a guarantee of payment, not collection, and Seller may proceed directly against the guarantor without first exhausting remedies against the business. The addition of a corporate title next to this signature shall not invalidate this personal guarantee.

Signature (Individually): ______________________________

Printed Name: ______________________________

SSN (confidential): ________________ (Attach copy of Photo ID or Driver's License)

Date: ________________