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

NEW CUSTOMER INFORMATION & CREDIT APPLICATION

Choose type of account: (Must be Approved by Diamond Surfaces & Supply Inc.)

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

_____ Net 30-Day Terms (Must pay in full within 30 days; subject to approval and adherence to our Terms & Conditions)

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

BUSINESS INFORMATION

Business Corporate Name: _____

DBA (if different):_____

Business Legal Structure: ____Corporation ____Sole Proprietorship ____LLC ____Partnership

Business Type: ____Retailer ____Wholesaler/Distributor ____Contractor/Renovator

Billing address: _____

City: _____ State _____ Zip _____

Shipping address (*if different*):_____

City: _____ State _____ Zip _____

Office Phone Number: _____ Cell Number:_____

Email Contacts: _____

_____

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

REFERENCES (Required for Terms)

Trade Reference #1 - Business name, Email, & Account number: _____

_____

Trade Reference #2 - Business name, Email, & Account number: _____

_____

Trade Reference #3 - Business name, Email, & Account number: _____

_____

TERMS AND CONDITIONS OF CREDIT & SALE (continued next page)

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): By signing below, the Applicant ("Buyer") agrees to be strictly bound by the Terms and Conditions of Credit & Sale outlined in this agreement. The undersigned warrants that they are an authorized representative with the legal capacity to bind the business entity. Only the individuals listed below are permitted to place orders or charges on this account. *(If left blank, any representative of the Buyer is deemed authorized).*

Authorized Names: _____

Company Legal Name: _____
By (Authorized Signature): _____
Printed Name: _____
Title: _____ Date: _____

2. Personal Guarantee (Required for Corporate Accounts with Credit Terms): 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, including all accrued interest, collection costs, and reasonable attorneys' fees incurred by Seller in enforcing this guarantee or collecting from the business. The guarantor agrees to be jointly and severally liable with the business for all obligations under this agreement. The addition of a corporate title next to this signature shall not invalidate this personal guarantee.

Signature (Individually): _____ Date: _____

Printed Name: _____
Driver's License # (Confidential, attach copy of Photo ID with mailing address): _____