



COD ACCOUNT FORM

LEGAL BUSINESS NAME:		
DBA (IF APPLICABLE):		
OWNER NAME:	OWNER PHONE:	
FEDERAL TAXID NUMBER (OR IF NO TAXID, SSN):		
BILLING INFORMATION		
STREET		
CITY	STATE	ZIP
BUSINESS PHONE:	EMAIL FOR ORDERS:	
ACCOUNTING EMAIL FOR INVOICES & MONTHLY STATEMENT:		
SHIPPING INFORMATION (IF DIFFERENT FROM ABOVE):		
IS THIS A THIRD PARTY? <input type="checkbox"/> NO <input type="checkbox"/> YES IF YES, NAME:		
STREET		
CITY	STATE	ZIP
WILL YOU USE A SALES TAX EXEMPTION? <input type="checkbox"/> NO <input type="checkbox"/> YES IF YES, PLEASE PROVIDE COPY		
DO YOU REQUIRE A PO ON EACH ORDER? <input type="checkbox"/> NO <input type="checkbox"/> YES		
PRIMARY TYPE OF BUSINESS: <input type="checkbox"/> FABRICATOR <input type="checkbox"/> BUILDER/CONTRACTOR <input type="checkbox"/> INSTALLER <input type="checkbox"/> KITCHEN/BATH <input type="checkbox"/> DESIGNER/ARCHITECT <input type="checkbox"/> DEALER <input type="checkbox"/> OTHER ()		
BUSINESS SEGMENT: <input type="checkbox"/> RESIDENTIAL <input type="checkbox"/> COMMERCIAL <input type="checkbox"/> NEW <input type="checkbox"/> REMODEL		
PERSONAL INFORMATION OF OWNER		
STREET		
CITY	STATE	ZIP
DRIVER LICENSE IF YOU WILL BE WRITING A PERSONAL CHECK: STATE: #		

I certify that I am the owner or authorized officer of the company listed above and I am applying for COD terms on behalf of the company. If I want to apply for credit terms in the future, my company will fill out a new credit application and provide additional details so a full credit check can be completed.

I agree that all payment for product will be made in advance of delivery or at time of picking up material. Returned items are subject to a fee and revocation of account privileges.

PRINT NAME:	SIGNATURE:	DATE:
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I expressly consent to use of my electronic signature in the identified transactions, and acknowledge that I may receive a hard copy of this record and/or withdraw my consent upon written request made to Architectural Surfaces Group, LLC (ASG) sent by U.S. Mail to ASG Attn: General Counsel, 401 Center Ridge Dr. Suite 100, Austin TX 78753. I further certify that withdrawal of consent will become effective after ASG has a reasonable opportunity to act upon receipt of my withdrawal of consent, and I agree to pay for the charges incurred prior to the withdrawal of consent becomes effective. I acknowledge and understand I must maintain a current version of a program that accurately reads and displays PDF files (such as Adobe Acrobat Reader), and certify that I will keep my email or electronic address current with ASG.

GENERAL TERMS AND CONDITIONS OF SALE AGREEMENT

All sales by Architectural Surfaces Group, LLC ("Seller") are subject to approval and acceptance by an authorized representative of Seller. All orders and sales between the undersigned ("Purchaser") and Seller, whether placed orally, by writing, fax, or email, are made subject to the terms and conditions within this General Terms and Conditions of Sale Agreement ("Agreement"). All terms and conditions of this Agreement are expressly incorporated into related AGM sales order contracts, including but not limited to, purchase orders, bills of lading, and invoices.

Terms & Conditions of Payment:

Payment in full is due at the location provided on the purchaser's invoice unless otherwise directed. Any returned check or ACH will be assessed a \$30 fee or the highest allowable by state. Additionally, cash or certified funds will be due upon payments returned for insufficient funds immediately.

Should the financial responsibility of Purchaser at any time become unsatisfactory to Seller, Seller shall have the right, to suspend performance of any order or require payment for any sale, delivery, or shipment hereunder in advance or require satisfactory security or other adequate assurance satisfactory to Seller.

Purchaser agrees to pay all collection costs and expenses, including reasonable attorneys' fees, incurred by Seller in collecting or attempting to collect any past due amount.

Prices do not include any present or future federal, state, or local taxes based upon or measured by the sale, use, manufacture or shipment of the goods covered hereby. All such taxes shall be for Purchaser's account, and, if paid by Seller, the Purchaser agrees to reimburse Seller on demand the full amount thereof.

If Purchaser fails to make payment in accordance with the terms hereof or fails to comply (or Seller reasonably believes that there is a threatened breach of Buyer's obligations) with any provision hereof, Seller may at its option, in addition to any other remedies, cancel any unshipped portion of the order, and Purchaser will remain liable for all unpaid amounts, and Seller shall have no further obligations.

Title, Risk of Loss:

Unless otherwise agreed upon in writing by Seller, title to goods and risk of loss shall pass to Purchaser upon tender of delivery at the F.O.B. point specified in writing. All shipping, freight charges and any charges at destination for spotting, switching, handling, storage and other accessorial services, and demurrage, shall be for Purchaser's account. Seller shall have the right to assess storage and handling charge for goods left in Seller's possession after notification to Purchaser that the goods are available to ship. Purchaser shall not have the right to divert such shipment without the permission of the Seller. Unless specified in Seller's order acknowledgment or accepted purchase order, Seller reserves the right to select mode of transportation.

Execution of Delivery, Shipment, Packaging and Cancellation:

All delivery periods and dates are conditional based upon Seller's inventory at the time of order. Seller will not be liable for any claims for labor or for any special, indirect or incidental damages, demurrage charges, cost of shipment, downtime, lost profits, lost sales, or any other damages resulting from delay in delivery.

Special Orders

Special Orders are orders placed for material we do not keep in stock. These orders will be subject to a 50% down payment with the other 50% due upon delivery. All special orders will be delivered immediately upon receipt. Special orders cannot be canceled or returned. The customer is responsible for freight costs

Disclaimer & Claims Based on Defects

Authorized Person:

The individual executing this Agreement on behalf of Purchaser, individually and personally, represents and warrants to Seller that he/she is authorized to execute this Agreement on behalf of Purchaser.

Company Name: _____ Date: _____

Authorized Signature: _____ Title: _____

Signatory Name (Print): _____

Please print your information to pdf format before returning to your account manager. Thank you!

Natural stone materials are products of nature. Shading, veining, color variation and surface texture may vary. Since these are inherent characteristics of natural stone, we strongly recommend that all material be reviewed prior to installation as material is sold "as is". Purchaser agrees to examine immediately upon receipt, each of Seller's billing documents and goods, and to advise Seller of any disputed documents or defective goods within 10 days of receipt, together with a written statement specifying the reasons for such dispute. Failure to notify Seller within 10 days of any dispute with respect to defective goods or billing shall constitute a waiver of all such disputes. In the event of an alleged defect, the Purchaser must provide Seller an opportunity to examine the goods alleged to be defective without delay. Documentation (traceability) that ensures that the defective product is in fact Seller's product must be available upon Seller's request. In the event that claims are unjustified, Seller reserves the right to charge Purchaser the freight and transshipment costs as well as the examination costs. Contents of the agreed specification and any expressly agreed purpose do not constitute a guarantee; the granting of a guarantee requires a written agreement. No goods may be returned for credit and no order may be cancelled or changed in whole or in part without the prior written consent of Seller.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE EXPRESSLY DISCLAIMED.

Returns:

All items returned will be subject to a 25% restocking fee and must be made within 30 days. Any special orders or sale items marked as not available for return will not be accepted. Only full unopened boxes/crates of tiles will be accepted. Any plumbing fixtures must still be in original packaging. Slabs must be returned in original condition. Returns will be put on the account as a credit to be used toward future purchases.

General Restrictions for Liability:

SELLER'S LIABILITY, WHETHER IN CONTRACT, IN TORT, UNDER WARRANTY, IN NEGLIGENCE OR OTHERWISE, SHALL NOT EXCEED THE PURCHASE PRICE OF THE GOODS SOLD, AND UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, DEMURRAGE CHARGES, COST OF SHIPMENT, DOWNTIME, LOST PROFITS, OR LOST SALES. SELLER'S LIABILITY SHALL BE LIMITED, AT SELLER'S DISCRETION, TO EITHER REPAYMENT OF OR CREDIT AGAINST THE PURCHASE PRICE OF THE GOODS SOLD, OR TO REPAIR OR REPLACE THE GOODS SOLD.

Force Majeure:

Seller shall not be liable for any failure or delay in manufacture, shipment or delivery of goods resulting from any cause beyond Seller's control, including, but not limited to, provisions of law or governmental regulations, accident, explosion, fire, windstorm, tornado, hurricane, flood or other casualty, or acts of God, strike, lockout, or other labor difficulty, riot, war, terrorism, insurrection, shortage or inability to secure

labor, raw materials, production or transportation facilities. If due to any of the causes set forth herein, Seller is unable to provide sufficient goods to meet all demands from customers, Seller shall have the right but not the obligation to allocate goods among its customers as Seller shall determine in its sole discretion.

Exclusive Terms and Conditions, Modification and Assignment:

Seller's acceptance of any order is expressly subject to Purchaser's assent to the terms contained herein, and Purchaser's assent and agreement to these terms and conditions shall be conclusively presumed from Purchaser's acceptance of all or any part of the goods ordered. Terms additional to or different from those in this Agreement, including any proposed by Purchaser or any attempt by Purchaser to vary in any degree any of the terms of this Agreement or terms and conditions of related AGM sales contracts, including but not limited to purchase orders, bills of lading, or invoices, are hereby deemed material, and hereby rejected unless otherwise expressly accepted by Seller in writing. Purchaser may not assign this agreement without Seller's express written consent.

Governing Law; Jurisdiction:

This agreement shall be governed by and construed in accordance with the laws of the State of Texas exclusive of conflict of laws principles. Purchaser irrevocably consents to the jurisdiction of either the District Court of Travis County, Texas or the Federal District Court for the Western District of Texas.

Severability:

The invalidity or unenforceability of any terms, conditions, or provisions hereof shall not limit or impair the operation or validity of any other provision of this Agreement, and the remainder of this Agreement shall remain operative and in full force and effect;

Counterparts:

This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, but such counterparts shall together constitute one and the same instrument. Voluntarily Entered: Purchaser represents that it has completely read and fully understands all the provisions hereof, and that Purchaser has voluntarily entered into this Agreement.

Entire Agreement:

The terms and conditions set forth herein and on the face of Seller's acknowledgement as well as any Credit Application/Agreement executed by Purchaser constitute the entire agreement between the parties and are intended to be the complete and final statement of the agreement between Purchaser and Seller. All proposals, negotiations, and representations, if any, made prior to the date hereof, whether oral or in writing, are merged and superseded by this agreement, and this agreement may be modified only by a writing signed by the Purchaser and Seller.

A new application must be submitted within five days of an ownership change, company name change, physical move or account inactivity for six months. Purchaser may not assign this agreement without Seller's written consent.