

Tierra Supply Credit Application

Name/Address

Last:	First:	Middle Initial:	Title	
Name of Business:			Tax I.D. Number	
Address:				
City:	State:	ZIP:	Phone:	

Company Information

Type of Business:	In Business Since:			
Legal Form Under Which Business Operates:	Corporation	Partnership	Proprietorship	
Other:				
If Division/Subsidiary, Name of Parent Company:	In Business Since:			
Name of Company Principal Responsible for Business Transactions:	Title:			
Address:	City:	State:	ZIP:	Phone:
Name of Company Principal Responsible for Business Transactions:	Title:			
Address:	City:	State:	ZIP:	Phone:

Bank References

Institution Name:	Institution Name:	Institution Name:	
Checking Account #:	Savings Account #:	Home Equity Loan:	Loan Balance:
Address:	Address:	Address:	
Phone:	Phone:	Phone:	

Trade References

Company Name:	Company Name:	Company Name:
Contact Name:	Contact Name:	Contact Name:
Address:	Address:	Address:
Phone:	Phone:	Phone:
Account Opened Since:	Account Opened Since:	Account Opened Since:
Credit Limit:	Credit Limit:	Credit Limit:
Current Balance:	Current Balance:	Current Balance:

I hereby certify that the information contained herein is complete and accurate. This information has been furnished with the understanding that it is to be used to determine the amount and conditions of the credit to be extended. Furthermore, I hereby authorize the financial institutions listed in this credit application to release necessary information to the company for which credit is being applied for in order to verify the information contained herein.

Signature

Date

TERMS AND CONDITIONS

1. Payment:

Payment of all amounts due, as evidenced by invoices/Sales Receipts, shall be made pursuant to the terms of net 30 from day of purchase.

All sums past due will be subject to a delinquency charge equal to the prime rate of the Chase Manhattan Bank, N.A. in effect at the beginning of each month during which a delinquency exists plus two percent (2%), or 1-1/2% per month, whichever rate is higher, but not to exceed such charge as may be allowed by applicable law. The delinquency charge will be imposed at the beginning of the month on all past due invoices paid during the preceding month.

Each shipment or delivery is subject to Tierra's approval of Applicant's creditworthiness including, without limitation, a determination that Applicant is not in default upon any obligation to Tierra.

Applicant agrees to pay all costs of collection including such reasonable attorneys' fees as may be allowed by law.

2. Warranty, Limitation of Warranty and Liability:

Tierra's products are warranted to be in compliance with stated specifications. THIS WARRANTY IS EXPRESSLY MADE IN LIEU OF ANY OTHER EXPRESSED OR IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS OF PURPOSE AND ANY OTHER OBLIGATION ON THE PART OF TIERRA.

TIERRA SHALL NOT BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, LOSSES OR EXPENSES ARISING IN CONNECTION WITH THE USE OF, OR INABILITY TO USE, ANY GOODS SUPPLIED BY TIERRA. UPON BREACH BY TIERRA OF ANY WARRANTY OR OTHER OBLIGATION, APPLICANT'S SOLE REMEDY SHALL BE TO RETURN PURCHASED GOODS FOR REPLACEMENT OR CREDIT. IN NO EVENT SHALL TIERRA'S LIABILITY EXCEED THE CONTRACT PRICE FOR GOODS CLAIMED TO BE UNSUITABLE.

Subject to approval by Tierra, Tierra will replace without charge, refund the purchase price, or make a fair allowance for any non-compliance shown to its satisfaction to have existed at the time of delivery.

3. Deliveries:

Tierra shall not be liable for delay or failure to ship or deliver occasioned by any cause whatsoever including, but not limited to, strikes, fires, floods, acts of God or other causes either within or beyond Tierra's control.

4. Security Interest:

Applicant hereby grants to Tierra a security interest in all goods purchased from Tierra to secure the payment of all sums due Tierra, and Applicant appoints each officer of Tierra as its attorney-in-fact to sign financing statements on behalf of Applicant to perfect such security interest in goods sold.

5. General Provisions:

The laws of the State of Florida shall govern the transactions between the Applicant and Tierra. Waiver by Tierra of any term, provision or condition hereof shall not be deemed a waiver of any other item, provision or condition.

As stated on page one of the credit application, Applicant understands that Seller will make the usual credit investigation and authorizes Applicant's bank to release information as desired by Seller.

NOTE: ANY CHANGES TO THE ABOVE LANGUAGE IN THIS AGREEMENT MAY RESULT IN A DELAY IN PROCESSING OF ANY CREDIT APPLICATION AND MAY RESULT IN THE DENIAL OF CREDIT.

Date

Signature:

Name and Title