



INCORPORATED
POST OFFICE BOX 70 COLTON, CALIFORNIA 92324
(909) 424-0221 FAX (909) 514-1781

MANUFACTURERS OF
AL'S GARDEN ART
ONLINE AT
ALSGARDENART.COM



CREDIT APPLICATION AND ACCOUNT AGREEMENT

For the purpose of establishing credit and indicate agreement as to terms of future purchases, the undersigned represents:

Applicant, Legal Name: _____ DBA: _____

Mailing Address: _____ City: _____ State: _____ Zip: _____

Shipping Address: _____ City: _____ State: _____ Zip: _____

Business Phone # (____) _____ Fax # (____) _____ A/P Contact _____

E-mail address: _____ web site URL: _____

Organization- Proprietorship ___ Partnership ___ Corporation ___ LLC ___ Purchase orders required on orders? Y N

Description of Business: _____ In Business Since: _____

Present Ownership since: _____ Business Location is: Rented ___ Leased ___ Owned ___

Federal Taxpayer ID#: _____ Business License #: _____ Type: _____

DUNS # _____ Have you at this, or any other business declared bankruptcy? Yes ___ No ___

Are you a member of a buying group? Yes ___ No ___ if yes, name of group _____ Member # _____

OWNERS, PARTNERS, CORPORATE OFFICERS, GUARANTORS

Name: _____ Title: _____ SS# _____ - _____ - _____

Home Address: _____ City: _____ State: _____ Zip: _____

Name: _____ Title: _____ SS# _____ - _____ - _____

Home Address: _____ City: _____ State: _____ Zip: _____

Name: _____ Title: _____ SS# _____ - _____ - _____

Home Address: _____ City: _____ State: _____ Zip: _____

CREDIT & TRADE REFERENCES

Name _____ Phone # _____

City & State _____ Fax # _____

Account # _____ Type of Account _____

Name _____ Phone # _____

City & State _____ Fax # _____

Account # _____ Type of Account _____

Name _____ Phone # _____

City & State _____ Fax # _____

Account # _____ Type of Account _____

Name _____ Phone # _____

City & State _____ Fax # _____

Account # _____ Type of Account _____

The undersigned authorizes the release of credit information as requested by Fiore Stone, Inc.

Printed name _____

Signature _____

Title _____

Date _____



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BANK INFORMATION

Bank Name: _____ Address: _____

City: _____ State: _____ Zip: _____ Phone: (____) _____ Fax: (____) _____

Account Type: _____ Account Number: _____

Account Type: _____ Account Number: _____

This authorizes the release of credit information as requested by **Fiore Stone, Inc.** pertaining to our banking relationship.

Signature of Applicant

Date

← ORDERS MAY BE HELD UNTIL CREDIT INFORMATION IS RECEIVED →

TERMS AND CONDITIONS

Payment Terms

This credit application begins the process of establishing a credit account with **Fiore Stone, Inc.**, until a credit line has been established. All orders may require payment in advance of shipment or be delivered on a PREPAID basis. We accept a company or cashier's check and all major credit cards for payment.

When applicant listed on the reverse side ("Customer") has a credit line established, payment for shipments as invoiced are due based on **Net 30 day** terms. No discount is allowed for early payment. No discounts are offered for credit card payments. Minimum order of **\$5,000.00** is required for any new or re-established account. A 25% restocking fee will be charged on any product ordered and returned due to customer refusal, cancellation 7 days prior to shipment, return of non-defective items, or items returned under unusual circumstances to be determined by **Fiore Stone, Inc.** and/or their sales representatives.

Overdue accounts are subject to a late charge at the rate of 1.5% per month or such maximum lesser rate as may be permitted by law on the overdue balance. Invoices are considered overdue 30 days after the due date.

The acceptance on any individual order and terms of payment on all sales and orders are subject to the approval of the Credit Department of **Fiore Stone, Inc.**

Delinquent Payments

Should either Customer or **Fiore Stone, Inc.** initiate legal proceedings arising out of the sale or delivery of statuary or fountain merchandise, reasonable court costs and attorney fees shall be awarded to the prevailing party in those proceedings. Without limiting the generality of the foregoing, should **Fiore Stone, Inc.** incur costs or attorney fees in attempting to collect delinquent account, Customer agrees to reimburse such costs and fees to **Fiore Stone, Inc.** All orders are accepted at Colton, California; any action arising out of the sale or delivery of fountains and statuary shall be interpreted according to the laws of the State of California and shall be brought in the courts located in the County of San Bernardino, California.

At the option of **Fiore Stone, Inc.** any controversy or claims arising out of or relating to this agreement, the relationship resulting in or from this agreement, or any breach of contract, may be settled by binding arbitration. Customer and **Fiore Stone, Inc.** agree to accept services by certified mail return receipt requested, through the United States Postal Services, of the claim documents which begin arbitration. Judgement upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction.

Claims and Shortages

On all shipments and orders delivered on **Fiore Stone, Inc.** trucks, Customer must check the condition and count of the shipment at the time of delivery. No claim for shortages, damage stock, or errors in filling an order will be honored unless it is made in writing on the Bill of Lading upon receipt of the shipment. Failure to make claim on the Bill of Lading shall constitute a waiver of customer's right to a refund or credit.

Customer acknowledges guarantees and warrants to **Fiore Stone, Inc.** that the person signing this contract, any future invoices evidencing materials purchased pursuant to this contract, and any Bill of Lading authorized to sign the same. In the event Customer wishes to specify or limit persons in authority to order and purchase on their behalf, it shall be the customer responsibility to submit and update such a list in writing.

General Conditions

To maintain status as a dealer of **Al's Garden Art** products, produced by **Fiore Stone, Inc.** your business must have a "store-front" retail business with reasonable space dedicated to the resale of concrete fountains and statuary. The business must display an inventory of **Al's Garden Art** merchandise throughout the selling season as well as reasonably **accommodate purchases** of anyone showing interest in **Al's Garden Art** products. The applicant must be qualified by and be in direct contact with the assigned **Al's Garden Art** area sales representative.

Shipments of orders are subject to cancellation or delay caused by droughts; inclement weather; labor disputes; floods; fire or frost; war or embargoes; or any other cause reasonably beyond the control of **Al's Garden Art**.

All orders are accepted subject to available of stock on hand at the time of delivery. The prices applicable for each order shall be the prices set forth in the current catalog of **Al's Garden Art** at the time of shipment.

Financial statements, credit information, information supplied by customer or by others on behalf of customer, or agreements are part of this contract. Any false or misleading information constitutes as fraudulent misrepresentation.

Copyright information

The use of any **Al's Garden Art / Fiore Stone, Inc.** copyright without prior written consent of **Fiore Stone, Inc.** is a violation of State and/or Federal Law and may subject the infringer to a lawsuit seeking an injunction and money damages. Materials depicting the **Al's Garden Art** logo/name as well as products published by the dealer for promotions and advertising (ie. web-development) require prior approval from the **Al's Garden Art** Sales and Marketing Department.

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Please complete the following Uniform Sales Tax Exemption Certificate.

Please be sure to sign your name.



Name as registered _____ Customer No. _____

Trade Name _____

Address _____

The above hereby certifies: That it is engaged in business as a (specify wholesale, retail, etc.)

Of (type of business) _____ and

Holds **CERTIFICATE NUMBER** _____ **ISSUING DATE** _____ that all tangible Personal property purchased from **Fiore Stone, Inc.** is for the purpose of: __ 1. Resale in the regular course of business without intervening use by me. __ 2. Use as an ingredient or component of a product being produced for sale. __ 3. Other (Please explain) _____

If any property is purchased tax free and is used or consumed so as to make it subject to sales or use tax, the undersigned will pay a tax due directly to the appropriate taxing authority when state law so provides or informs **Fiore Stone, Inc.** for added tax billing. Under Penalties of perjury, I swear or affirm that the information on this form is true and correct as to every material matter. This certificate is given with full knowledge of, and subject to the legally prescribed penalties for fraud and tax evasion.

Signed _____ Title _____

Effective date of certificate _____ Date Signed _____

Please affix or copy your state resale certificate here

OR

Attach a copy of your resale certificate

PERSONAL GUARANTEE

For valuable consideration given or to be given, the undersigned hereby personally guarantees to pay all indebtedness or liability incurred in the name of the applicant firm without qualification or limitation. This is a continuing personal guarantee and shall continue so long as credit is extended. The guarantee may only be terminated by written notice to seller's Credit Department sent by certified mail or with signed acknowledgement of receipt. The undersigned waives notice of default, diligence resort to security, joinder of applicant, any claims, rights or remedies against applicant based on this guarantee, or notice of change in credit terms or credit limits. The undersigned authorizes the release of credit information as required by seller.

Signature of Individual Guarantor _____ Date _____

Signature of Individual Guarantor _____ Date _____

SIGNATURES BELOW MUST BE OF AN OWNER, PARTNER, MEMBER, OR CORPORAATE OFFICER

Applicant applies for credit and agrees that future purchases shall be pursuant to the terms hereof, the sales documents, and the policies of the seller. Any amount not received when due shall bear interest at 1.5% per month such maximum lesser rate as may be permitted by law. In the event that it becomes necessary for **Fiore Stone, Inc.** to file suit to enforce payment, applicant agrees that such suit may be brought in San Bernardino County, CA at seller's option and seller shall be entitled to court costs and attorney fees. This contract and all subsequent purchases are deemed made and payable at seller's principal place of business shown above. "A faxed copy of this credit application will be considered the original". If your check is dishonored you hereby authorize **Fiore Stone, Inc.** to electronically debit your account in the amount of the check plus the maximum fee allowed by law.

WE HEREBY CERTIFY THE FOREGOING TO BE TRUE AND AGREE TO THE TERMS & CONDITIONS OF THIS CREDIT APPLICATION AND ACCOUNT AGREEMENT.

Signature of Applicant _____

Title _____

Date _____

← **ORDERS MAY BE HELD UNTIL CREDIT INFORMATION IS RECEIVED** →