



Please Submit Application to:

Email: accounting@globalmaterialscompany.com

2051 W Blue Heron Blvd

Riviera Beach, FL 33404

Fax: (561) 640-3504

Phone: (888)797-3736

General Business Information (Complete all fields.) **Legal Business Name**

Business Name: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Phone #: _____ Fax #: _____

Email Address: _____ Web Address: _____

Federal Tax ID #: _____ Dun & Bradstreet ID #: _____ DBA, if any: _____

**** Please include a W-9 and if applicable, a copy of reseller or tax exemption certificate.**

Type of Business: Individual Partnership Corporation Govt. Agency Other _____

Public Private Public Univ/Coll Private Univ/Coll

Year of Inc.: _____ State of Inc.: _____

Credit Requested \$: _____ **Terms (Net 30 standard):** _____

Preferred Method of Payment Check Electronic Fund Transfer Credit Card

Are Purchase Orders Used? Yes No

Name of person responsible for purchasing: _____

Telephone: _____ Email: _____

Name of person responsible for accounts payable: _____

Telephone: _____ Email: _____

Name of Owners, Partners, or Officers and Titles if Incorporated (Provide at least one owner, partner or officer.)

Name: _____	Name: _____
Title: _____	Title: _____
Phone #: _____	Phone #: _____
Email: _____	Email: _____

Trade Reference Information (Please provide information of at least three trade companies)

Name: _____	Name: _____
Contact Person: _____	Contact Person: _____
Phone #: _____	Phone #: _____
Fax #: _____	Fax #: _____
Email: _____	Email: _____
Account #: _____	Account #: _____
Name: _____	Name: _____
Contact Person: _____	Contact Person: _____
Phone #: _____	Phone #: _____
Fax #: _____	Fax #: _____
Email: _____	Email: _____
Account #: _____	Account #: _____

Bank Reference Information (Complete all fields)

Bank Name: _____	Account# _____
Contact Person: _____	Account Type _____
Phone #: _____	Email _____



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Please include current financial statements. Personal financial statements for all owners/officers must be furnished for companies in existence less than two years. Upon credit approval, the undersigned agrees to terms of NET 30 DAYS.

This application is submitted for the purpose of obtaining credit with Global Materials Company and is warranted to be true. By signing this application, the undersigned acknowledges that he/she is authorized to execute this application and to obligate the company to make payment in full for all amounts due according to invoice on or before the net due date. Additionally, the undersigned will be responsible for all collection costs and attorney fees, with or without lawsuit, in order to collect any delinquent moneys. The undersigned hereby authorizes Global Materials Company to make such inquiries (corporate/personal) as are necessary to obtain credit information and authorizes the bank(s) of record to release information regarding accounts.

Signature of Authorized Owner, Partner or Corporate Officer Required.

Signature _____ Printed Name _____ Date _____

Personal Guaranty - To induce the extension of credit to Purchaser, Guarantor (jointly and severally, if more than one) hereby guarantees payment of all existing and future indebtedness of Purchaser to Seller, including any cost, expenses, and reasonable attorneys' fees payable as a consequence of Seller's collection efforts.

Signature _____ Printed Name _____ Date _____

Signature _____ Printed Name _____ Date _____

(Spouse's signature is required in the following states: AZ, CA, ID, LA, NM, NV, TX & WA)

GENERAL TERMS AND CONDITIONS OF SALE

- 1. All references in this document to "Seller" shall include Global Materials Company and/or any subsidiary or affiliate of "Global" (including any division of the foregoing) performing any or all of the scope hereunder, whether or not specifically identified herein. Applicant ("Purchaser") further agrees that the following terms and conditions will apply to all sales of goods or services by Seller to Purchaser ("Sales").
2. All matters between Seller and Purchaser, including venue, will be governed by the laws of the State of Florida, County of Palm Beach. All indebtedness due is payable at Seller's office identified in the invoice or billing for such payment, unless and until Seller designates a different place of payment. Invoices shall be deemed correct unless contested in writing within seven (7) business days of receipt.
3. Purchaser agrees that any terms and conditions appearing on any document submitted by Purchaser which are in conflict with (i) the terms and conditions contained herein, (ii) any quotation submitted by Seller, or (iii) any sales contract between Seller and Purchaser shall be hereby expressly rejected and shall not constitute terms of any sale of goods or services by Seller. The foregoing shall apply to all documents heretofore or hereafter submitted by Purchaser, whether executed by Seller or not.
4. Prices in quotations made by Seller are subject to change without notice, and all quotations expire and become invalid if not accepted within 30 days from the date of issue, unless otherwise noted by Seller in writing. Price extensions when made are for Purchaser's convenience only, and they, as well as any mathematical, stenographic or clerical errors, are not binding on Seller. Prices shown may not include any sales, excise, or other governmental tax or charge payable by Seller to Federal, State or local authority. Any taxes now or hereafter imposed upon sales of shipments will be added to the purchase price. Purchaser agrees to reimburse Seller for any such tax or to provide Seller with an acceptable and authorized tax exemption certificate.
5. Any order for goods or services by Purchaser shall constitute a representation that Purchaser is solvent. In addition to Seller's right under the Uniform Commercial Code, if in the judgment of Seller, the financial condition of the Purchaser at the time of shipment does not justify the terms of payment specified, Seller reserves the right to require from Purchaser full or partial cash payment or other adequate assurance of performance before shipment. Seller reserves the right to suspend its performance until such payment or adequate assurance of performance has been received. Purchaser agrees that all funds owed to Purchaser from anyone or received by Purchaser to the extent those funds result from the materials supplied by Seller shall be held in trust for the benefit of Seller (the Trust Funds). Purchaser agrees it has no interest in the Trust Funds held by anyone and to promptly account for and pay to Seller all such Trust Funds. Seller maintains the right to periodically review and adapt payment terms as necessary and to curtail, modify or eliminate any credit availability or credit limit within its sole discretion.
6. Purchaser agrees to pay Seller all costs and expenses of collection, suit, or other legal action, including all actual attorneys' and paralegal fees, incurred through trial, on appeal, or in any administrative proceedings brought as a result of the commercial relationship between them. Any cause of action which Seller may have against Purchaser may be assigned by Seller. Unless otherwise stated on the invoice or other writing from Seller, payment terms are Net 30. Payment is due in the form of cash, cash equivalent, check, or money order. Seller may apply Purchaser's payment against any open charges within Seller's sole discretion. On past due accounts Seller may impose a monthly finance charge to the higher of one and one half percent (1.5%) per month or the maximum interest charge permitted to be charged by the law governing the account between Purchaser and Seller. The finance charge stated herein shall continue to accrue after Seller obtains a judgment against Purchaser. The Seller has the right to exercise setoff or recoupment when needed to satisfy an outstanding debt. All agreements between Seller and Purchaser (and any affiliate or subsidiary or Purchaser) shall be considered as one single integrated agreement between Seller and Purchaser. Purchaser agrees to pay reasonable storage fees materials are stored on Seller's yard more than sixty (60) days after Seller is ready for delivery.
7. Seller will not be responsible for delays in production or delivery for any reason resulting from fire, flood, force majeure, strikes, lockouts, differences with workers, accidents, war, insurrection, delays in transportation, equipment failure, shortage of cars, trucks, fuel or materials, governmental interference or regulation, acts of God or for any other reason beyond the Seller's reasonable control. Seller reserves the right to adjust prices due to delays, shortage, or increased costs of materials or transportation.
8. THE FOLLOWING IS IN LIEU OF ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND OF ANY OTHER OBLIGATION ON THE PART OF THE SELLER. Seller warrants that at the time of delivery, the quality of materials and workmanship of Seller's goods or services will conform to the requirements of the specifications set forth in the applicable sales contract(s), quotation, or to Seller's standard manufacturing practice. If the goods or services furnished by Seller fail to conform, at time of delivery, to Seller's warranty, Seller's sole and exclusive liability will be to repair or replace (at Seller's discretion), f.o.b. Seller's plant with full freight allowed to the jobsite, or upon mutual agreement to credit Purchaser's account. If repair or replacement is made, Seller will have a reasonable time to make such repair or replacement. Notice of defective goods or services must be given to Seller immediately upon discovery of the defect, notwithstanding the foregoing, final notice of any defect must be given within thirty (30) days from the date of delivery of such goods or services. SELLER'S LIABILITY, WHETHER UNDER CONTRACT, IN TORT OR OTHERWISE SHALL NOT IN ANY EVENT EXCEED THE PRICE OF THE GOODS OR SERVICES OR PORTION OF SUCH GOODS OR SERVICES ON WHICH SUCH LIABILITY IS BASED, AND PURCHASER WAIVES ANY CLAIM FOR AMOUNT IN EXCESS OF THAT AMOUNT. IN NO EVENT SHALL SELLER BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, LOSSES OR EXPENSES, INCLUDING LOST PROFITS, DIRECTLY OR INDIRECTLY ARISING FROM THE SALE, HANDLING OR USE OF THE GOODS OR SERVICES OR FROM ANY OTHER CAUSE OR BREACH INCLUDING, BUT NOT LIMITED TO BREACH OF WARRANTY OR NEGLIGENCE.
9. No legal action shall be brought by the Purchaser against the Seller for any claim with respect to any goods or services sold by Seller to Purchaser more than one (1) year after delivery of such goods or services to the Purchaser. It is agreed that any cause of action with respect to such goods or services will accrue on the date of delivery of such goods or services. If any provision hereof is held by any court of competent jurisdiction to be illegal, void, or unenforceable, such provision will be of no force and effect, but the legality or unenforceability will have no effect upon and will not impair the enforceability of any other provision of this document.
10. A counterpart of this document delivered by facsimile or electronic transmission shall be deemed an original document and be valid for all purposes. If Seller electronically stores this document in the manner known as "scanning", a reproduction from the scanned document shall be considered to be an original counterpart and shall be enforceable. The Electronic Signatures in Global and National Commerce Act (P.L. No. 106-229) or the Uniform Electronic Transactions Act (or its equivalent in Illinois, New York and Washington) apply to this document and to all Sales. Electronic and digital signatures may be used by either party.
11. Purchaser and Seller represent and agree that there are no third-party beneficiaries to this document and that Purchaser and Seller are the sole intended beneficiaries of this document and all Sales.
12. When applicable, the terms of Executive Order 11246 and 41. C.F.R. Part 60-1 shall apply to this document and to all Sales.
13. As a standard practice, Seller offers electronic invoicing to its customers. Purchaser must contact Seller if Purchaser does not wish to receive electronic invoicing.