



Dear Valued Partner,

In an effort to improve our services to your company, we respectfully request that the following Application for Credit and Account Update form be completed with your business's most up-to-date information, preferences and policies. Please feel free to include any document(s) that your company has previously prepared along with your completed application. These documents help us determine the most efficient way for our sales and billing professionals to continue working with your company in a manner consistent with the level of service your company has come to expect from us. Most of our partners have requested that Invoices and Account Statements be sent electronically and have created email accounts specific to this purpose for their vendors (e.g. accounts@contractor.com). This is a great way for both your company and Omni Block of The Great Lakes to expedite and file transactions more efficiently.

On behalf of the entire team at Omni Block of The Great Lakes, we sincerely appreciate your help with our efforts to improve our services. We look forward to working together in the upcoming seasons.

Please feel free to call and discuss this Application for Credit and Account Update form.

Completed Applications and Account Update Forms can be submitted via one of the following methods:

EMAIL:

Kerri-Sue Smits

ksmits@omniblockgl.com

POSTAL:

Omni Block of The Great Lakes

10694 Chicago Drive

Zeeland, MI 49464



APPLICATION FOR CREDIT

*COMPANY NAME: _____

*ADDRESS: _____

*CITY: _____ *STATE: _____ *ZIP: _____

*PRIMARY BUSINESS PHONE _____ FAX _____

*CONTACT NAME: _____ *PHONE _____

AUTHORIZED BUYERS: _____ *EMAIL _____

*BILL TO ADDRESS: _____

*CITY: _____ *STATE: _____ *ZIP: _____

*A/P CONTACT: _____ *A/P PHONE _____

*INVOICING PREFERENCE, RECEIVE BY: MAIL EMAIL

*A/P EMAIL _____

YEARS IN BUSINESS _____ INDUSTRY _____

*OWNERS NAME _____

TYPE OF BUSINESS (Check one): PROPRIETORSHIP PARTNERSHIP

CORPORATION LLC ESTIMATED

MONTHLY PURCHASES: \$ _____

*TAX EXEMPT: NO TAX EXEMPT PER JOB ONLY

GENERAL TAX EXEMPTION (please attach tax exempt form)

Fields marked by Asterisk are required to process application



*Applicant Company Name: _____

BANK REFERENCE

BANK NAME: _____ ACCT#: _____

CONTACT: _____ ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____ PHONE: _____

All Trade References are Required

1. *Company Name: _____ *Location: _____

*Phone: _____ *Fax: _____

2. *Company Name: _____ *Location: _____

*Phone: _____ *Fax: _____

3. *Company Name: _____ *Location: _____

*Phone: _____ *Fax: _____

Fields marked by Asterisk are required to process application



Applicant Company Name: _____

*TERMS AND CONDITIONS

IN CONSIDERATION OF OMNI BLOCK OF THE GREAT LAKES ("OMNI BLOCK") EXTENSION OF CREDIT, BUYER AGREES TO THE FOLLOWING TERMS AND CONDITIONS. THESE TERMS AND CONDITIONS CONTROL OVER ANY CONFLICTING PROVISIONS CONTAINED IN CONTRACTS, ANY PURCHASE ORDERS, CONFIRMATIONS OR THE LIKE FROM BUYER AND CONSTITUTE THE ENTIRE AGREEMENT BETWEEN OMNI BLOCK AND BUYER.

1) PAYMENT. Buyer shall pay the purchase price Net 30 days from the date of the invoice. A late payment and/or interest charge of 1.5% per month compounded monthly shall be added to any amount not paid when due. In the event that OMNI BLOCK elects to retain legal counsel to collect any past due amounts, it may do so without notice to the Buyer, and Buyer shall pay reasonable attorney's fees, plus all other legal expenses OMNI BLOCK incurs. Any controversies arising out of terms of this agreement that cannot be resolved by the parties shall be addressed by mandatory resolution through third party, legally-binding, conflict resolution facilitated by Settle Today. Failure to respond to a dispute initiated by either party within 72 hours shall result in acceptance of resolution as determined by Settle Today facilitator.

2) PERSONAL GUARANTY. The person signing this agreement below on behalf of the buyer also personally guarantees payment of this account, including principal, interest, attorney's fees and other legal expenses.

3) SECURITY INTEREST. OMNI BLOCK reserves and buyer grants to OMNI BLOCK, a security interest in all goods, services, equipment and inventory sold any and all proceeds there from in order to secure the payment of the purchase price. Buyer shall sign and deliver financing statements if requested by OMNI BLOCK to perfect its security interest.

4) NONCONFORMING GOODS AND RETURN OF GOODS. Any claim that the goods or services delivered to Buyer do not conform to the description on the face of the invoice shall be barred unless Buyer gives written notice thereof to OMNI BLOCK within 10 days after Buyer's receipt of the invoice. Goods may not be returned for credit without OMNI BLOCK's prior written consent, and a 25% handling charge will be collected when the goods are returned due to no fault of OMNI BLOCK.

5) FORCE MAJEURE. The contract between OMNI BLOCK and Buyer is made expressly subject to force majeure, and OMNI BLOCK shall not be responsible for any delay in shipment or delivery, or failure to ship or deliver, of any goods as a result of strikes, war, fire, Acts of GOD, accidents, shortage of labor or material, or other causes beyond OMNI BLOCK's control.

6) WARRANTIES AND DISCLAIMERS. OMNI BLOCK is not the manufacturer of all goods it sells. OMNI BLOCK will, to the extent permitted by law transfer to Buyer such warranty as the manufacturer of the goods may provide. OMNI BLOCK DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY WARRANTY WITH RESPECT TO THESE GOODS, WHETHER EXPRESS, IMPLIED OR STATUTORY INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. OMNI BLOCK shall not under any circumstances be liable for any consequential or incidental damages suffered by the Buyer.

7) BUYER'S INSOLVENCY. If OMNI BLOCK reasonably deems itself to be insecure as to payment by Buyer, or if Buyer becomes insolvent, OMNI BLOCK may refuse to ship or deliver and may stop delivery of goods or services in transit. All amounts due OMNI BLOCK shall become immediately due and payable at OMNI BLOCK's option if Buyer becomes insolvent, is the subject of an order of relief in bankruptcy, makes an assignment for the benefit of creditors, suffers a judgment or a tax lien, or defaults in the payment when due of any invoice from OMNI BLOCK.

8) AUTHORIZATION TO CHECK REFERENCES. Buyer hereby authorizes OMNI BLOCK to seek credit information from the reference Buyer has listed above.

*Authorized Signature *Date: _____ *Phone: _____

*Printed Name _____ *Title _____

Fields marked by Asterisk are required to process application