

This Agreement is made between Advantage Stone & Hardscapes ("Seller") and \_\_\_\_\_ ("Purchaser") in connection with Purchaser's Application for Credit, which terms are incorporated herein by reference.

1. Unless Seller agrees otherwise in writing, Purchaser shall pay all invoices in full no later than thirty (30) days from the date of invoice. If full payment is not received within thirty days, an interest charge of one and one-half percent (1-1/2%) per month (18% per annum) will be added to Purchaser's account. All accrued interest charges shall be added to Purchaser's account and shall be due and payable in full in the same manner as set forth for invoices herein. **Any failure to pay invoices at maturity date makes all subsequent invoices immediately due and payable**, irrespective of terms, and Seller may withhold all subsequent deliveries until the full account is settled. Acceptance by Seller of less than full payment shall not be a waiver of any of its rights.
2. In the event of a default by Purchaser, Seller may exercise its option to accelerate all amounts then due, and upon written notice to Purchaser, demand that the total outstanding balance, including all accrued interest charges, be immediately paid in full. Purchaser agrees to pay all costs of collection, including fifteen percent (15%) of the principal and interest due as attorney's fees, if any past due amounts are collected by legal action or through an attorney at law.
3. Purchaser agrees to immediately notify Seller regarding any material change in its financial standing or credit status. Seller may require Purchaser to supply additional financial information from time to time, as Seller deems necessary, to update Purchaser's Application for Credit.
4. Seller reserves the right, upon written notice to Purchaser at any time to suspend credit, revise the stated credit terms provided herein or withhold deliveries, when, in its sole opinion, the financial condition of the Purchaser so warrants or Seller in its sole discretion deems such action necessary or advisable to protect its interest. In such case, in addition to any other remedies herein or by law provided, cash payment or satisfactory security from Purchaser may be required by Seller before shipment.
5. The Purchaser acknowledges that the goods to be sold by Seller and pursuant to this Agreement are not unique, and that the circumstances of this transaction do not warrant the remedies of specific performance or replevin. Notwithstanding any statutory provision to the contrary, the Purchaser specifically waives the remedies of specific performance and replevin against the Seller.
6. The Purchaser acknowledges that it has been advised that no agent, employee, or representative of the Seller has any authority to bind the Seller to any affirmation, promise, representation, or warranty concerning any of the goods, and, unless such affirmation, promise, representation or warranty is specifically set forth in this agreement, it does not form a basis of this bargain and shall not be enforceable against the Seller.
7. **SELLER MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE REGARDING ANY GOODS SOLD PURSUANT TO THIS AGREEMENT, AND ALL SUCH GOODS ARE SOLD AS IS. SELLER MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, EXCEPT THAT THE GOODS SOLD PURSUANT TO THIS AGREEMENT SHALL BE OF THE STANDARD QUALITY OF SELLER, AND PURCHASER ASSUMES ALL RISKS AND LIABILITIES RESULTING FROM THE USE OF THE GOODS WHETHER USED SINGLY OR IN COMBINATION WITH OTHER GOODS.**
8. No representations, understanding, or agreements have been made or relied upon in the making of this agreement other than those specifically set forth herein. This agreement can only be modified in a writing signed by the parties or their duly authorized agents.
9. Nothing contained herein or within Purchaser's Application for Credit shall obligate Seller to extend credit to Purchaser in any amount. However, it is understood and agreed by the parties that any extension of credit or sale of goods to Purchaser by Seller shall be governed by the terms and conditions of this agreement and by laws of the State of Tennessee.
10. Purchaser hereby certifies that the statements and representation made in its Application for Credit are true and complete and are made for the purpose of determining its eligibility for credit. Purchaser understands that its Application for Credit shall remain the property of Seller, regardless of whether or not Seller extends credit to Purchaser. Seller is authorized to make all inquiries it deems necessary to determine Purchaser's creditworthiness. This includes, but is not limited to, the procurement of consumer credit reports from any consumer-reporting agency, obtaining credit information from banks, financial institutions, trade references, merchants, landlords and other creditors, whether or not so identified in Purchaser's Application for Credit. Purchaser agrees to execute any appropriate request, release, authorization, application or other document necessary for Seller to obtain such credit information.
11. The parties agree that the only venue for any suit brought by either of them with respect to the merchandise/services sold hereunder shall be in Shelby County, Tennessee. Customer agrees that the purchase of the item/services described herein constitutes doing business in the State of Tennessee and submits itself to the jurisdiction of the State of Tennessee with respect to any suit brought by Seller to collect any sum owed hereunder.

Purchaser understands that any false information supplied by Purchaser, either within its Application for Credit or otherwise, shall constitute good grounds for Seller's rejection of Purchaser's Application for Credit.

\_\_\_\_\_  
Company Name of Purchaser

By: \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_