

## **Arcadia Stones, LLC**

13333 Northwest Fwy, Suite 130 Houston, Texas 77040 PH: 832-810-7522

EM: <u>AR@arcadiastones.net</u> www.arcadiastones.net

## **Customer Credit Request**

All information provided in this form will remain strictly confidential. No disclosures of any data outside the purpose of determining credit will be made.

CUSTOMER BUSINESS CONTACT INFORMATION							
Title of Applicant			Date business Incorporated	Company Address, State, Zip			
Company name			☐ Sole proprietorship				
Phone   Fax			☐ Partnership				
E-mail			☐ Corporation				
BUSINESS AND CREDIT INFORMATION							
D&B Number			Bank name:				
Company Financials for last year			Primary business address City, State ZIP Code				
Accounts Payable Contact			Phone				
Accounts Payable Email Address			Account number				
E-mail			Type of account				
		TRADE RE	FERENCES				
Company name			Phone				
Address			Fax				
City, State ZIP Code			E-mail				
Nature of Business			Other				
Company name			Phone				
Address			Fax				
City, State ZIP Code			E-mail				
Nature of Business			Other				
Company name			Phone				
Address			Fax				
City, State ZIP Code			E-mail				
Nature of Business			Other				
		TERMS AND C	REDIT REQUEST				
Credit Term Requested:	□ COD	☐ Net Terms _	Days				
Credit Limit Requested:	\$						

**CONFIRMATION OF ACCURACY, RELEASE OF AUTHORITY TO VERIFY:** It is agreed that all references may be checked before credit is established, and Arcadia Stones, LLC reserves the right to review and re-establish credit terms and policies at any time. This Form is a 2 page form consisting of a Credit Request Form and the Terms and Conditions of the Shipping Agreement between Applicant/Consignee and Arcadia Stones, LLC. Signatory must be an officer or principal of the company empowered to sign on its behalf.

BY MY SIGNATURE BELOW, I HEREBY AUTHORIZE THE BANK AND TRADE REFERENCES ABOVE TO RELEASE MY ACCOUNT INFORMATION TO ARCADIA STONES, LLC FOR THE EXPRESS PURPOSE OF ESTABLISHING AN OPEN ACCOUNT.

SIGNATURES					
Applicant Designation		Signature / Stamp			
Applicant Name		Application Date			



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## **AGREEMENT TERMS & CONDITIONS**

Application Instructions: Please do not leave any fields empty. If not applicable, write "N/A". If your company is Sales Tax Exempt, attach a copy of your exempt certificate and fill certificate of resale / tax exempt section.

<u>Product Information:</u> We make every effort to provide accurate and up-to-date information about Arcadia Stones products. However, we make no warranties or representations about the accuracy, completeness, or reliability of the information. We reserve the right to change or update product information without notice.

Prices, Terms and Conditions of Sale: Prices for Arcadia Stones products are subject to change without notice. We make every effort to ensure that the prices Quoted on our website are accurate, but we reserve the right to correct any errors. All cash transactions will be given a receipt at the time payment is applied. All credit card payments will be charged a 4% processing fee. No partial slab returns will be accepted. All orders must be inspected upon delivery or pickup, and Arcadia Stones must be notified immediately of any product claims. No returns will be accepted after 14 days from date of purchase. Granite, marble, and other natural stone materials are products of nature. Therefore, it is not possible to guarantee that all pieces will show the same color tone, veining, and pattern. All materials must be inspected before acceptance. No returns will be accepted without our consent. Absolutely no returns made on special orders. All accepted returns are subject to a 15% restocking fee. Arcadia Stones assumes no responsibility for any labor or material after installation. Arcadia Stones assumes no responsibility for durability of material, nor the resistance to cracking, chipping, or discoloration. Arcadia Stones is not liable for delays caused by events such as strikes, accidents, catastrophes or other delays which are beyond control. Past due orders are subject to a 1½% monthly finance charge. All charges for collection efforts will be the responsibility of the payee. The prevailing party in any dispute arising out of this Invoice shall be entitled to reimbursement of their reasonable attorney's fees and costs. If a payment made to us is returned by your bank for any reason, you will be responsible for all NSF fees charged by your bank and by us. We reserve the right to charge you a fee of \$30 for each returned payment, which will be added to your outstanding balance.

Order Acceptance and Cancellation: We reserve the right to accept or reject any order for any reason. If we reject an order, we will notify you as soon as possible. We also reserve the right to cancel any order if there is an error in pricing or product information. If we cancel your order, we will notify you and refund any payment you have made. All materials shall be held for a period of thirty days only. Please confirm all selections and pricing for accuracy. Please that a Hold Ticket is not an invoice. Holds will not be scheduled for delivery until full payment has been received, unless prior approval has been given for credit terms or C.O.D. No deliveries shall be completed until full payment has been received.

Shipping and Delivery: We offer shipping and delivery services for Arcadia Stones products. Shipping and delivery fees are determined based on the weight and size of the product and the shipping location. We make every effort to ensure that your order is delivered in a timely manner, but we cannot guarantee delivery times.

Returns and Refunds: Customers may request a return or refund/exchange for defective or incorrect products. Returns must be requested within 14 days from date of receipt. Products must be in unused, original condition. Refunds will be issued for the cost of the returned product, excluding any shipping fees and applicable restocking fees. Refunds will be issued using the original payment method. No Cash refunds will be issued for approved returns/refunds. Non-returnable items include cut-to-size products, products that have been installed, modified, or damaged by the customer, or clearance items unless they are determined to have been defective or incorrect. If a customer receives damaged or incorrect products, they must report the issue to Arcadia Stones at the time of receipt. Customers may be required to provide photographic evidence of the damage or defectiveness. We will arrange for the return of the damaged or incorrect products at our expense and provide a replacement or refund accordingly. Warranty claims should be directed to Arcadia Stones.

Limitation of Liability: Arcadia Stones is not liable for any indirect, incidental, or consequential damages resulting from the use of our website or the purchase or use of our products.

Governing Law: These terms and conditions are governed by the laws of the State of Texas. Any disputes arising from the use of our website, or the purchase or use of our products will be resolved in accordance with these laws.

**WARNING**: Although our products themselves do not pose a risk to end consumers once installed, it is during manufacturing and fabrication that the tradesmen performing these tasks are at risk of being exposed to Respirable Crystalline Silica (RCS1) containing dust. Exposure to silica dust from cutting, grinding, or polishing can cause acute lung injury, silicosis, or cancer. Wear proper personal respiratory protection. Always use the recommended wet-cutting methods.

- NO DRY CUTTING, BORING AND DRILLING
- NO DRY GRINDING
- NO DRY POLISHING

For more information, go to www.P65Warnings.ca.gov

Customer agrees to indemnify and hold harmless Arcadia Stones from and against any and all claims, demands, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees) arising out of or in connection with silicosis whether caused by the negligence of Customer or otherwise, to the fullest extent permitted by law.

Signature	Print Name	Title	Date