



### **CREDIT AGREEMENT**

Customer agrees that all charges and amounts are due and payable in full on the due date and at the remittance address stated on such invoices as may be delivered by Seller to Customer from time to time. All accounts are payable according to the terms shown on the invoice. Invoices not paid by the due date are delinquent. Customer further agrees that when payment is not made in accordance with the terms of each invoice, shipment of any future orders may be withheld at Seller's sole discretion, and any credit line may be revoked without notice and/or such account placed on Cash Before Delivery ("CBD") without notice. Customer agrees to pay any and all finance charges or other fees on any past due amount at the rate of 1.5% per month (18% annual rate), or such lesser rate allowed by applicable law. Seller has the right in its sole discretion to change Customer's credit status or credit limit. Customer understands that Seller performs periodic credit evaluations and Customer may be asked to deliver updated information relating to such credit evaluations. All orders are subject to approval by the Credit Department in its sole discretion. Orders placed which exceed a Customer's credit limit will be held. Seller may contact Customer for additional information to see if Customer's credit limit may be increased. Customer may also be asked to pay an amount in advance to keep the account within the credit limit.

This Credit Agreement, and all orders and products sold by Seller to Customer, are subject to and governed by Seller's [STANDARD TERMS AND CONDITIONS OF SALE](#), a copy of which is attached to this Credit Application and available on Seller's Website at <https://www.engfloors.info/terms.pdf> ("Terms and Conditions of Sale") including without limitation Section 17 thereof regarding governing law and exclusive jurisdiction for disputes. With respect to all transactions with Seller, Customer agrees to be bound by the Terms and Conditions of Sale, Seller's Privacy Policy [[LINK](#)], Website Terms of Use [[LINK](#)], and such other policies established by Seller from time to time.

For Customers electing to pay their account with a credit card, the card will be processed prior to shipment of the order and will include a processing fee of three percent (3%). As applicable, Seller will collect state, city, and/or county taxes, unless Customer has provided a Tax or Resale Exemption Certificate and, if applicable, a Tax Exemption Number.

The person signing for Customer below is the duly authorized agent of Customer. Customer warrants that all information given above is true and correct, and grants Seller permission to verify all information herein. In making this application, Customer understands and consents to Seller obtaining a consumer credit report for the purpose of evaluating credit worthiness in connection with this Credit Application.