



## Credit Application

Re: Request for credit

Dear

We have received your request for credit with Unique Paving Materials Corp. and will be pleased to process your request.

Enclosed is the UNIQUE Credit Application. Please complete all parts of the application, including the request for bank information on page 4. Page 4 will serve as an authorization for your bank to release pertinent information to us to facilitate our credit review.

By completing and returning the Credit Application to UNIQUE, you authorize us to investigate the applicant's creditworthiness and capacity, and to obtain credit information both now and in the future, for any business purposes associated with the applicant's account or request for an account, including, but not limited to, reviewing, modifying, or collecting on the applicant's account, from third parties necessary for a determination thereof.

Thank you for your interest in doing business with UNIQUE. It takes approximately eight business days to verify all credit information.

Sincerely,

A handwritten signature in cursive script that reads "Don Kautzman".

Don Kautzman  
Treasurer

Cc: File  
Enter copy recipient

<b>COMPANY:</b> _____	<b>Date:</b> _____
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**PHYSICAL ADDRESS**

<b>Address:</b> _____	
<b>City:</b> _____	<b>State &amp; Zip:</b> _____
<b>County:</b> _____	<b>Contact:</b> _____
<b>Telephone:</b> _____	<b>Fax:</b> _____
<b>Years at address:</b> _____	<b>Years in Business:</b> _____
<b>E-Mail:</b> _____	<b>DUNS:</b> _____

**BILLING**

<b>Method for invoice delivery:</b>	<input type="checkbox"/> E-Mail <input type="checkbox"/> Fax <input type="checkbox"/> Address (specify below if different than physical address)
<b>Address:</b> _____	
<b>City:</b> _____	<b>State &amp; Zip:</b> _____
<b>County:</b> _____	<b>Contact:</b> _____
<b>Telephone:</b> _____	<b>Fax:</b> _____
<b>E-Mail:</b> _____	

**BUSINESS STRUCTURE**

<input type="checkbox"/> Individual <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership	<b>Tax-Exempt?</b> <input type="checkbox"/> No <input type="checkbox"/> Yes (include documentation)
<b>FEIN:</b> _____	<b>Amount of Credit: \$</b> _____
<b>Products interested in:</b> <input type="checkbox"/> UPM® Liquid Blend to produce bulk <input type="checkbox"/> Packaged products for resale <input type="checkbox"/> Packaged products for our own use <input type="checkbox"/> Other, specify: _____	

**PARTNERS, CORPORATE OFFICERS or OWNERS**

<b>Name:</b> _____	<b>Title:</b> _____
<b>Address:</b> _____	
<b>Name:</b> _____	<b>Title:</b> _____
<b>Address:</b> _____	
<b>Name:</b> _____	<b>Title:</b> _____
<b>Address:</b> _____	

Trade References
Company:
Contact:
Address:
Telephone:
E-mail or Fax (REQUIRED):

(For UNIQUE Use Only)	
Years doing business:	
Highest credit: \$	
Current amount owed: \$	
Discounts:	<input type="checkbox"/> Prompt <input type="checkbox"/> Slow
Days slow:	Terms:

Company:
Contact:
Address:
Telephone:
E-mail or Fax (REQUIRED):

Years doing business:	
Highest credit: \$	
Current amount owed: \$	
Discounts:	<input type="checkbox"/> Prompt <input type="checkbox"/> Slow
Days slow:	Terms:

Company:
Contact:
Address:
Telephone:
E-mail or Fax (REQUIRED):

Years doing business:	
Highest credit: \$	
Current amount owed: \$	
Discounts:	<input type="checkbox"/> Prompt <input type="checkbox"/> Slow
Days slow:	Terms:

The undersigned applicant (the "Company") agrees as follows:

1. If granted credit, the Company agrees to pay all invoices within 30 days of invoice date.
2. It is agreed that the Company will pay finance charges at the rate of 1½% per month (18% per year) on past due balances.
3. The Company agrees that its account will become C.O.D. if the Company fails to pay invoices within 90 days of the due date.
4. The Company agrees to pay all costs and expenses incurred by UNIQUE Paving Materials (including attorney's fees and expenses) in collecting any past due balances.
5. Attached are the Terms and Conditions of Sale that will govern the terms of all purchases of UNIQUE Paving Materials products made by the Company (the "Buyer" as referenced in the Terms and Conditions). The Company has read and agrees to the Terms and Conditions.

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Signature\*: \_\_\_\_\_

Title: \_\_\_\_\_

**\*Acceptable Signatures: Partner, Corporate Officer, Controller or Owner**



# Credit Application

Dear Customer,  
As part of UNIQUE Paving Materials Corp. credit application process, please complete this form and submit to your bank. Return a signed copy of this authorization with your completed credit application.

## BANK INFORMATION

**Bank Name:** \_\_\_\_\_ **Company:** \_\_\_\_\_  
**Address:** \_\_\_\_\_ **Account #** \_\_\_\_\_  
**City, ST Zip:** \_\_\_\_\_

This authorizes you to release information related to our checking account, savings account and loan balance activity to UNIQUE Paving Materials Corp. for the purposes of evaluating and establishing credit.

**Officer Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**Signature:** \_\_\_\_\_ **Title:** \_\_\_\_\_

### (To be completed by bank)

The information provided is for reference purposed and is valid for the date of \_\_\_\_\_ only.  
The information below is subject to change and must be updated to ensure its ongoing accuracy.

## DEPOSITORY ACCOUNTS

**When account(s) were opened:** \_\_\_\_\_  
**Average balance:** \_\_\_\_\_  
**Any overdraft or NSF?** \_\_\_\_\_  
**Have accounts been handled as agreed?** \_\_\_\_\_

## LOANS AND COMMITMENTS

**Highest credit amount:** \_\_\_\_\_  
**Type of loan(s):** \_\_\_\_\_  
**Have loans been handled as agreed?** \_\_\_\_\_  
**General statement on account relationship:** \_\_\_\_\_

The customer named above is a current client of this bank.

**Bank Contact:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**Signature:** \_\_\_\_\_ **Title:** \_\_\_\_\_

## TERMS AND CONDITIONS OF SALE

These TERMS AND CONDITIONS OF SALE (the "contract") are between the buyer (the "Buyer") and Unique Paving Materials Corp., an Ohio corporation, having an office at 3993 E. 93<sup>rd</sup> Street, Cleveland, Ohio 44105 (the "Seller") for the sale of goods or products (the "Products") and shall govern the terms and conditions of the sale of the Products to Buyer.

**1. Acceptance/Agreement:** Acceptance of Products by Buyer shall constitute an unqualified acceptance by Buyer of Seller's terms, conditions and warranties as set forth in this contract, notwithstanding any contrary terms, conditions or warranties set forth in Buyer's purchase order or other document(s). Any terms contained in an order or offer of Buyer that are additional to or different from the terms and conditions hereof are hereby rejected. Seller's acceptance of Buyer's offer is conditioned upon Buyer's assent to the foregoing.

**2. Price; Changes in Market Conditions:** Products and other items covered by this contract shall be sold and invoiced at Seller's published price list and charges in effect at the time of each shipment of Products under this contract. Prices (provided by way of a Quotation or a Price List) are subject to change to the prices in effect at the time of delivery and subject to price adjustment due to raw material price increase as set forth hereunder. Seller reserves the right to make any corrections to prices quoted due to clerical errors or errors of omission. In the event of any specific requirements (including without limitation any design, specification, ordered quantity, or shipment changes) representing a price increase, Buyer will be notified and afforded an opportunity to confirm. In the event of any change to the market conditions which are beyond Seller's reasonable control (including without limitation any raw material price increase, shortage, energy surcharge, labor cost, production cost, effect of currencies exchange rates, and tariffs) and representing a price increase compared with the initial quotation, Seller reserves the right to adjust the invoiced price to Buyer to account for such increased costs. Seller will notify Buyer in writing accordingly.

**3. Taxes:** Prices do not include sales, excise, use, VAT or other taxes now in effect or hereafter levied by reason of this transaction. All such taxes shall be paid by Buyer and if the same are paid by Seller, the amount thereof shall be added to and become a part of the price payable by Buyer to Seller for such goods.

**4. Delivery:** Lead times are for reference only and are subject to change by Seller. Order quantities subject to scheduled delivery dates must be mutually agreed upon. Delivery shall be made on the date or within the time period mutually agreed upon in writing. Seller shall have the right to make partial shipment of the Product and invoice Buyer in accordance with the payment terms set forth in Paragraph 6 hereof. Unless Seller agrees otherwise all shipments shall be FCA (Free Carrier) at Seller's designated location (delivery point) (per ICC Incoterms 2020). Seller shall also be entitled to impose additional charges for the completion, at Buyer's request, of forms with respect to shipping. Unless otherwise agreed, shipment may be made by lots of reasonable commercial size as Seller deems appropriate. Risk of loss or damage shall pass from Seller to Buyer and delivery shall be deemed to occur upon transfer of possession to the first common carrier or Buyer's representative at the delivery point per the applicable shipping term (per ICC Incoterms 2020).

**5. Inspection:** Buyer shall inspect the Products at the place of destination as soon as possible upon its receipt. Buyer must accept any tender of the goods by Seller substantially in conformity with the terms hereof. Buyer will be deemed to have accepted tender of the Products if Buyer fails to inspect, or to give Seller written notice of rejection within 10 days after the Products' arrival, which notice shall describe the rejected Products and the defects upon which rejection is based.

**6. Payment; Suspension of Performance:** Payment terms are net 30 days from date of invoice, without discount. If in Seller's judgment reasonable doubt exists as to Buyer's financial responsibility, or if Buyer is

past due in payment of any amount owing to Seller, Seller reserves the right, without liability and without prejudice to any other remedies, to suspend performance, decline to ship or to stop any material in transit, until Seller receives payment of all amounts owing to Seller, whether or not due, or adequate assurance of such payment. In addition, Buyer agrees that its account will become C.O.D. if Buyer fails to pay invoices within 90 days of the due date. If Seller retains a collection agency and/or attorney to collect overdue amounts, all collection costs, including attorney's fees, court costs and related expenses, shall be payable by Buyer. Buyer will be charged 1½% interest per month, or prorated portion thereof, (18% per annum) on any payment received after the date due.

**7. Warranty and Warranty Restrictions:** Seller warrants only that all Products sold pursuant hereto will conform to the specifications set forth in the applicable bid specification or Data Sheet for such Product published by Seller and that Seller will convey good title thereto. SELLER MAKES NO WARRANTY THAT THE PRODUCTS SHALL BE MERCHANTABILITY OR FIT FOR ANY PARTICULAR PURPOSE, NOR DOES SELLER MAKE ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, EXCEPT SUCH AS ARE EXPRESSLY SET FORTH HEREIN. The foregoing warranty shall not apply to and does not cover any Products (1) which have been altered by anyone other than Seller in any manner so as in Seller's judgment, to affect its serviceability or proper operation, (2) which have been subjected by persons other than Seller to improper handling, storage, installation, use or application or (3) which have been subject to misuse, negligence, accident or deterioration occasioned by chemicals or corrosion. This warranty extends only to direct customers of Seller and does not include customers of Buyer.

**8. Remedies:** Any claim by Buyer on account of breach of warranty shall be conclusively waived unless Buyer gives Seller written notice thereof within 30 days after Buyer's receipt of the Products, in the case of defects discoverable through inspection, and within 30 days after discovery, in the case of defects not discoverable through inspection. **In no event will Seller be responsible or liable to Buyer or to any third party for any lost profits, or incidental, consequential, indirect, special or contingent damages (including, but not limited to, lost profits or production), business interruption or loss of business opportunity.** Buyer's exclusive remedy for any breach of warranty or other breach of Seller's obligations under this contract is limited to Seller's choice of: (a) the replacement of defective Products with conforming Products at the FCA point provided herein; (b) the repayment of the purchase price; or (c) the granting of a reasonable allowance on account of such defects. Replacement of defective Products or repayment of the purchase price therefore will be made only upon return of the defective Products, which Products shall not be returned until Seller has consented thereto and has delivered to Buyer written shipping instructions. Seller shall be given reasonable opportunity to investigate all claims and to inspect allegedly defective goods. Without limiting the foregoing, Seller accepts no responsibility, risk or liability to Buyer or other concerning, relating to or arising out of the performance, non-performance, failure, length of life or any defect in the whole or any part or parts of any good or any products manufactured or fabricated from the incorporating or otherwise using the goods sold hereunder, whether or not the good sold hereunder were selected or used in accordance with Seller's recommendations, assistance or instructions. Buyer assumes all such responsibility, risk and liability from and against any such liability, loss, costs, damages, claims or expenses and agrees to indemnify and save harmless Seller from the same. Buyer further agrees to assume all responsibility, risk and liability relating to any defect in a design or specification ordered or furnished by Buyer and Buyer agrees to indemnify and save harmless Seller from the same. SELLER

WILL HAVE NO OTHER OBLIGATION WHATSOEVER WITH REGARD TO THE PRODUCTS EXCEPT AS STATED IN THE WARRANTY. THE WARRANTY IS EXCLUSIVE AND SELLER HEREBY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**9. Force Majeure:** Seller shall not be liable, directly or indirectly for any delays or failure in performance or delivery of Products where such delay or failure arises or results from or in connection with any of the following: (1) strikes, work stoppages, or other labor troubles or difficulties of any kind; (2) fires, floods, inclement weather, or other acts of God; (3) riots, war, sabotage or other disturbances of the peace; (4) breakdowns, destruction, or failure of any kind of Seller's equipment or facilities necessary for performance hereunder arising from any cause whatsoever, or accidents at Seller's plants; (5) transportation delays, reductions, shortages, curtailment or cessation of supplies, materials, equipment, facilities, power, labor, transportation or other factors or production; (6) governmental legislation, regulations, rules or orders, or Seller's voluntary or involuntary participation in any plan of general public interest, either of which adversely affect manufacture or delivery hereunder; (7) quarantine or any other closure related to a pandemic or public health concern; (8) delays of suppliers; (9) any other cause beyond the reasonable control of Seller, whether or not similar to the causes or occurrences enumerated above. In no event shall Seller, in the event of any such delays, be liable to Buyer or any third parties for any consequential, special, or contingent damages. In the event of any such delay or failure in performance, Seller shall have the option of either canceling the contract or delaying performance hereunder for as long as the circumstances prevail, during which time the contract shall remain in full force and effect. Seller shall also have the right, to the extent necessary in Seller's reasonable judgment, to apportion fairly among its customers (including Seller's own fabricating operations, and divisions and affiliates of Seller in such manner as Seller may consider equitable), the goods then available for delivery.

**10. Default:** Upon any default or breach of the contract by Buyer or any default or breach by Buyer of any other agreements that may exist between Buyer and Seller, Seller may, in addition to any other rights and remedies under applicable law, including those available to a secured party under the UCC, exercise any one or more of the following rights and remedies, which are intended to be cumulative and not mutually exclusive: (i) cancel and part of the contract (including any warranty) or any other contract with Buyer (with Buyer liable for damages), (ii) defer any shipment under this or any other contract, (iii) declare immediately due and payable all outstanding invoices under this or any other contract, (iv) immediately repossess all or any part of the goods in transit or in the custody or control of Buyer pursuant to this or any other contract, at the sole risk and expense of Buyer, (v) finish all or any portion of its performance of the contract and charge Buyer up to the full price and (vi) re-sell all or any part of the goods covered by this or any other contract, or any materials supplied for the contract, at public or private sale, with Buyer responsible for all losses and expenses incurred in such sale.

**11. Shipments:** Seller may make delivery in installments unless otherwise stated herein, and may render a separate invoice for each installment, which invoice shall be paid when due, without regard to subsequent deliveries. Each installment shall be deemed a separate sale. Delay in delivery of any installment shall not relieve Buyer of its obligation to accept delivery of remaining installments.

**12. Design and Technical Information.** Seller claims proprietary rights in the items and information associated with the Products. Technical information is issued in confidence for engineering information and mutual assistance only and may not be publicly disseminated, reproduced or used by Buyer without Seller's prior written consent in Seller's sole and absolute discretion and shall be returned immediately upon Seller's request.

**13. Miscellaneous:** (A) This contract may be performed and all rights hereunder against Buyer may be enforced, wholly or in part, by Seller or by any one or more of the entities now or hereafter subsidiary to or affiliated with Seller. (B) The waiver of any terms, condition or provision hereof shall not be construed to be a waiver of any other term, condition or provision hereof, nor shall such waiver be deemed a waiver of a subsequent breach of the same term, condition or provision. (C) This contract may not be assigned by Buyer except with the prior written approval of Seller. (D) The entire understanding and agreement of the parties with respect to the transactions contemplated herein is contained in this document; and any prior understandings, agreements, and representations, oral or written, shall be deemed superseded and merged herein. (E) Buyer's relationship with Seller shall be that of an independent contractor and nothing in this contract shall be construed to create a partnership, joint venture, agency or employer-employee relationship between the parties.

**14. Governing Law; Severability:** This contract shall be deemed to be made in the State of Ohio, U.S.A. and shall in all respects be construed and governed by the laws of that State without giving effect to any choice of law rules that may require the application of laws of another jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the sale of products or this contract. Should any provision of this contract be found to be void, invalid, or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

**15. Typographical Errors:** Stenographic and clerical errors, whether in mathematical computations or otherwise, made by Seller on either an acknowledgment or invoice issued to Buyer shall be subject to correction.

**16. Forum:** Any action to enforce this contract or any related transaction or any portion thereof shall be commenced and prosecuted in the Court of Common Pleas of Cuyahoga County, Ohio, or in the United States Federal District Court for the Northern District of Ohio, Eastern Division.

**17. Provisions Required By Law:** Any clause required, by any applicable law, order or administrative regulation, to be included in a contract of the type evidenced by this document shall be deemed to be incorporated herein.