

740 SPACE PARK DRIVE BLDG G
NASHVILLE, TN 37211
TEL: 615-331-9440
FAX: 615-331-9410

FIRM NAME _____ EMAIL ADDRESS _____

MAILING ADDRESS _____

SHIPPING ADDRESS _____

TELEPHONE _____ FAX _____

YRS IN BUSINESS _____

MONTHLY AMOUNT OF CREDIT REQUESTED _____ FED. I.D. # _____

TYPE OF BUSINESS: ___ CORPORATION ___ PARTNERSHIP ___ LLC ___ INDIVIDUAL

RETAIL ___ WHOLESALE ___ FABRICATOR ___ OTHER ___ EXPLAIN _____

PURCHASE ORDERS REQUIRED _____ YES _____ NO _____

OFFICER / OWNER / MEMBER INFORMATION:

NAME _____ SS# _____ TITLE _____

NAME _____ SS# _____ TITLE _____

NAME _____ SS# _____ TITLE _____

SALES TAX STATUS _____ EXEMPT _____ NON EXEMPT

SALES TAX EXEMPTION CERT. # _____ SALES TAX RATE _____

(A copy of your exemption certificate must accompany certificate number)

TRADE REFERENCES (list 4 major suppliers you have purchased from within the last 6 months)

<u>NAME</u>	<u>TELEPHONE</u>	<u>FAX</u>
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____

BANKING REFERENCES

CHECKING /SAVINGS

BANK NAME _____ CITY _____

TEL _____ FAX _____

BANK OFFICER _____ ACCT# _____ DATE OPENED _____

LOANS / LINE OF CREDIT

BANK NAME _____ CITY _____

TEL _____ FAX _____

OHM INTERNATIONAL, INC.

CREDIT APPLICATION/SALES AGREEMENT

Attached hereto and made a part of this Credit Application are OHM International, Inc.'s Credit/Sales Terms, which shall apply to all sales and purchases between Buyer and Seller.

Buyer hereby applies for credit and represents that all statements made in this application are true and correct and are made for the express purpose of causing OHM International, Inc. to extend credit to Buyer. OHM International Inc. is hereby expressly authorized to obtain necessary information pertaining to this application for the purpose of approving credit and may report any information concerning this account to credit bureaus or other creditors.

In testimony whereof, the undersigned have affixed their signatures and seals, adopting as their seal the word "SEAL" this _____ day of _____ 2008.

BUYER

_____ (SEAL) Printed Name _____

For OHM International, Inc.

_____ (SEAL) Printed Name _____

TERMS OF PAYMENT - Buyer agrees to pay the purchase price and related charges in accordance with the Sales Agreements. If no terms of payment are stated, payment is due net 30. Payments not received within 30 days of due date shall bear interest at the rate of one and one-half percent (1½%) per month, (but not to exceed the maximum lawful rate) until paid, including post-judgment. Buyer shall notify Seller of any disputed invoices within thirty (30) days from the date of the invoice. Should collection be required, Buyer agrees to pay reasonable attorneys' fees plus all reasonable expenses incurred by Seller in enforcing this Agreement. Seller reserves a purchase money security interest in material sold hereunder until such time as Seller has received payment in full. At Seller's request, Buyer agrees to execute and deliver a financing statement and such additional documents as may be requested by Seller in order to perfect Seller's security interest. Buyer shall pay a \$25.00 fee for all checks returned for insufficient funds or for any other reason.

LIMITED WARRANTY - Natural stones are products of nature, and no two stones are exactly alike. Buyer must inspect the material prior to cutting and/or installation. Absolutely no claims will be accepted for any reason after material is cut or installed. Seller warrants to Buyer that, for a period of 30 days which period commences on date of shipment, such material will be free from defects in material. If any true defect in material appears in the material, Seller will, at its option, either repair or replace the defective goods without charge or credit or refund the purchase price of the defective material, provided that: (i) the defect appears within the applicable warranty period prior to cutting or installation, (ii) Buyer notifies Seller in writing of the claimed defect promptly after Buyer knows or reasonably should know of the claimed defect, and (iii) Seller's examination of the material discloses that the claimed defect actually exists.

Buyer shall follow Seller's instruction regarding return of defective material, and no material will be accepted for repair, replacement, credit, or refund without the written authorization of and in accordance with Seller's instructions. Buyer will be charged a 20% restocking charge on non-defective material returned whenever Seller allows return of non-defective material.

THE FOREGOING WARRANTIES ARE IN LIEU OF AND EXCLUDE ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. BUYER'S SOLE AND EXCLUSIVE REMEDY SHALL BE SELLER'S OBLIGATION TO REPAIR, REPLACE, CREDIT, OR REFUND AS SET FORTH ABOVE.

TAXES - Any tax or related charge resulting from this Agreement or any activities hereunder, exclusive of tax based on net income, that Seller shall be required to pay to or collect from any government shall be billed to Buyer as a separate item and shall be paid by Buyer, unless a valid exemption certificate is furnished by Buyer to Seller.

CHOICE OF LAW/CHOICE OF FORUM - This Agreement shall be governed by and interpreted under the laws of the State of New Jersey. The parties hereby consent that any and all actions to enforce this Agreement or any portion thereof shall be brought in the general courts of justice in Middlesex County, New Jersey.

NON-WAIVER - No course of dealing, course of performance, or failure of either party strictly to enforce any term, right, or condition of this Agreement shall be construed as a waiver of such term, right, or condition.

ENTIRE AGREEMENT - The terms and conditions contained in this Agreement supersede all prior oral or written understandings between the parties and shall constitute the entire agreement between the parties with respect to the subject matter of this Agreement. There are no understandings or representations, express or implied, not expressly set forth in this Agreement. No terms or conditions contained in any order or other form originated by Buyer shall apply except for quantities and product descriptions, and any reference to Buyer's purchase order shall be solely for the convenience of Buyer. This Agreement shall not be modified or amended except by a writing signed by authorized representatives of both parties.

_____ Initial here

Streamlined Sales and Use Tax Agreement Certificate of Exemption

This is a multi-state form. Not all states allow all exemptions listed on this form. Purchasers are responsible for knowing if they qualify to claim exemption from tax in the state that would otherwise be due tax on this sale. The seller may be required to provide this exemption certificate (or data elements required on the form) to a state that would otherwise be due tax on this sale.

The purchaser will be held liable for any tax and interest, and possibly civil and criminal penalties imposed by the member state, if the purchaser is not eligible to claim this exemption. A seller may not accept a certificate of exemption for an entity-based exemption on a sale made at a location operated by the seller within the designated state if the state does not allow such an entity-based exemption.

1 Check if you are attaching the Multistate Supplemental form.

If not, enter the two-letter postal abbreviation for the state under whose laws you are claiming exemption.

2 Check if this certificate is for a single purchase and enter the related invoice/purchase order # _____.

3 Please print

Name of purchaser _____

Business address _____ City _____ State _____ Zip code _____

Purchaser's tax ID number _____ State of issue _____ Country of issue _____

If no tax ID number, enter one of the following:	FEIN	Driver's license number/State issued ID number	Foreign diplomat number
		state of issue number	

Name of seller from whom you are purchasing, leasing, or renting _____

Seller's address _____ City _____ State _____ Zip code _____

4 Type of business. Check the number that describes your business.

- | | |
|--|--|
| <input type="checkbox"/> 01 Accommodation and food services | <input type="checkbox"/> 11 Transportation and warehousing |
| <input type="checkbox"/> 02 Agricultural, forestry, fishing, and hunting | <input type="checkbox"/> 12 Utilities |
| <input type="checkbox"/> 03 Construction | <input type="checkbox"/> 13 Wholesale trade |
| <input type="checkbox"/> 04 Finance and insurance | <input type="checkbox"/> 14 Business services |
| <input type="checkbox"/> 05 Information, publishing, and communications | <input type="checkbox"/> 15 Professional services |
| <input type="checkbox"/> 06 Manufacturing | <input type="checkbox"/> 16 Education and health-care services |
| <input type="checkbox"/> 07 Mining | <input type="checkbox"/> 17 Nonprofit organization |
| <input type="checkbox"/> 08 Real estate | <input type="checkbox"/> 18 Government |
| <input type="checkbox"/> 09 Rental and leasing | <input type="checkbox"/> 19 Not a business |
| <input type="checkbox"/> 10 Retail trade | <input type="checkbox"/> 20 Other (explain) _____ |

5 Reason for exemption. Check the letter that identifies the reason for the exemption.

- | | |
|--|--|
| <input type="checkbox"/> A Federal government (department) _____ | <input type="checkbox"/> H Agricultural production # _____ |
| <input type="checkbox"/> B State government (name) _____ | <input type="checkbox"/> I Industrial production/manufacturing # _____ |
| <input type="checkbox"/> C Tribal government (name) _____ | <input type="checkbox"/> J Direct pay permit # _____ |
| <input type="checkbox"/> D Foreign diplomat # _____ | <input type="checkbox"/> K Direct mail # _____ |
| <input type="checkbox"/> G Resale # _____ | <input type="checkbox"/> L Other (explain) _____ |

6 Sign here. I declare that the information on this certificate is correct and complete to the best of my knowledge and belief.

Signature of authorized purchaser _____ Print name here _____ Title _____ Date _____