

BUSINESS DESCRIPTION: Please describe your business in terms of markets or key customers served and products and services offered.

NAMES AND ADDRESSES FOR PRINCIPAL OWNERS OR OFFICERS:

1. Name: _____ Title: _____ Address: _____
2. Name: _____ Title: _____ Address: _____
3. Name: _____ Title: _____ Address: _____

FINANCIAL ASSESSMENT:

Please list the person(s) responsible for accounts payable and invoice payments.
Include name, title or position:

BANK REFERENCES:

Bank Name	Account No.	Contact	Phone/Fax No.
_____	_____	_____	_____
_____	_____	_____	_____

TRADE REFERENCES: Please list manufacturers and/or product lines represented that are related to Ohio Ceramic Supply's markets (art supplies, ceramic and pottery materials, etc.)

Company Name	Contact/Title	Addresses	Phone/Email
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____



TERMS AND CONDITIONS

In consideration of Ohio Ceramic Supply (“OCS”) accepting the Applicant’s application for credit and in consideration of any extension of credit by OCS to Applicant, and the sale of any goods to Applicant, intending to be legally bound hereby, Applicant agrees and follows:

1. The Applicant represents that the information contained herein is true and correct and authorizes OCS to contact designated references as well as any or all appropriate credit bureaus for information pertaining to the credit worthiness and financial responsibility of the Applicant.
2. OCS may, but shall not be bound to, extend credit to Applicant in its sole discretion and in its sole discretion may modify or withdraw at any time credit terms extended by it to the Applicant.
3. Terms and Conditions of Sale- Any sale of goods by OCS to Applicant shall be governed solely by the Terms and Conditions, on the invoice from OCS, or as otherwise established from time to time by OCS. Any additional or different conditions of sale appearing in Applicant’s purchase order form or elsewhere are superseded by OCS’s conditions of sale, unless agreed to in writing, by the duly authorized representative of each party.
4. Security Agreement- Applicant hereby grants OCS and OCS hereby retains a purchase money security interest in all goods sold by OCS to Applicant together with a security interest in all proceeds thereof. Applicant authorizes OCS to file in all appropriate public registries a UCC financing statement to perfect its security interest. The obligations of the Applicant are not assignable without the written consent of Buckeye.
5. Limits of Liability- OCS liability for breach arising out of the sale of goods shall be limited to the purchase price of the goods. In no event shall OCS be liable for any special, consequential, incidental, indirect or other damages (including without limitation loss of profit) whether or not Buckeye has been advised of the possibility of such loss, however caused, whether for breach of repudiation of contract, breach of warranty, negligence, failure to deliver, or under any other theory of liability.
6. Interest on late payment- In the event that any obligation of Applicant to OCS is not paid on the due date thereof, OCS shall be entitled to charge Applicant interest on the full amount of the unpaid of the unpaid obligation at a rate of 1.5% per month (18% per annum), but not in excess of the lawful maximum, commencing on the date of the obligation and continuing until the obligation is paid in full.
7. Attorney/Collection Fees- In the event OCS shall determine, in its sole discretion, to sue the services of any attorney/collection agency to collect any past due obligation of Applicant, the Applicant agrees to pay the reasonable attorney/collection fees incurred and any court costs.

- 8. Past Due Accounts- Open account terms will be suspended if invoices are not paid within specified terms and subsequent orders may be held until the account is paid current. A \$35.00 charged will be assessed on all returned/dishonored checks.
- 9. Governing Law and Consent to Jurisdiction- The Terms and Conditions and any and all dealings between Ohio and Applicant shall be construed as having taken place in Franklin County, Ohio. Thus, Applicant agrees that any suit or proceeding in connection herewith may be brought only in the Franklin County Court of Common Pleas, Franklin County, Ohio.

Approved applications for direct accounts will receive notification within 1-2 weeks of the applicant providing all required information to Ohio Ceramic Supply.

I have read, understand and accept all terms and conditions listed in this Application and the Terms and Conditions

SIGNATURE OF OWNER, PARTNER, MEMBER OR CORPORATE OFFICER REQUIRED :

Signature	Title	Date

COMPLETE INFORMATION IS REQUIRED TO PROCESS THIS APPLICATION

<u>Internal Use Only</u>	
Approved Credit Amount:	By:
Date:	
Acct. #	
Reason not approved:	