



Design & Install: Outdoor Escapes of Lake Minnetonka, Inc. Photo: Fresh Coast Collective



CHARGE ACCOUNT AGREEMENT

GALLERY / WAREHOUSE / STONEYARD
952.426.1141
www.ORIJINSTONE.com

ABOUT YOUR COMPANY

Type of Ownership

Partnership Corporation Proprietorship
 LLC (attach list of members)
Trade/Business Name (Buyer) _____
Address 1 _____
Address 2 _____
Phone _____ Fax _____
Mobile Phone _____ Email _____
State Contractors License # (if applicable) _____

Have you purchased from ORIJIN STONE before? Yes No
Year Business Started _____ Federal Tax ID # _____
If Tax Exempt - Attach Certificate Attached
Do You Issue a Purchase Order? Yes No
Accounts Payable Contact: _____
Phone _____

Owners and/or Officers Information

Name _____ Title _____
Address _____
City _____ State _____ Zip _____
Name _____ Title _____
Address _____
City _____ State _____ Zip _____

Bank Information

Name of Bank _____ Phone _____
Address _____
Account/Routing Information _____
Bank Contact _____

Major Trade References

Name _____
Address _____
Phone _____ Fax _____
Name _____
Address _____
Phone _____ Fax _____
Name _____
Address _____
Phone _____ Fax _____

AGREEMENT

Buyer authorizes all persons, institutions, organizations, companies and credit reporting agencies to furnish all pertinent information, including commercial and consumer credit reports, requested from time to time by ORIJIN STONE. The undersigned and Buyer, if different, each warrant that the information given is true and no unfavorable information has been omitted. The extension of credit hereunder, the amount of credit and the cancellation or reduction of credit shall be within the sole discretion of ORIJIN STONE. Buyer agrees to be bound by ORIJIN STONE's Credit Terms and Purchase Terms and acknowledges receipt of same. Each

undersigned individual who is either a partner, member, or shareholder of the Buyer as credit applicant or a sole proprietor of the Buyer as credit applicant, recognizing that his or her individual credit history may be a factor in the evaluation of the credit history of the buyer, hereby consents for and authorizes ORIJIN STONE to obtain and use consumer credit reports for each undersigned individual, from time to time as may be needed, to evaluate the credit of Buyer.

Buyer sign here (acknowledges & agrees to be bound by the attached Credit Terms and Purchase Terms)

Signature _____ Date _____

Print _____

PERSONAL GUARANTEE OF HOUSE CHARGE ACCOUNT

In consideration of the extension of credit to the Buyer named above by ORIJIN STONE, and in order for ORIJIN STONE to allow Buyer to purchase materials, products and merchandise on credit, the undersigned guarantor(s) jointly and severally personally guarantee full payment of all present and future indebtedness of the Buyer. This guarantee is open and continuous and is given to induce ORIJIN STONE to extend credit to the Buyer. This guarantee shall remain effective until revoked by the undersigned by notice in writing and sent by certified mail to ORIJIN STONE. However, such a revocation shall be effective only as to amounts due which arise out of new contracts or transactions entered into more than 30 days after receipt of notice by ORIJIN STONE. At any time ORIJIN STONE may, without notice, extend credit to applicant or modify, renew, extend or compromise any indebtedness; take, subordinate or release any security interests; release applicant or any other guarantor from any liability for indebtedness and otherwise deal with applicant and other guarantors in any manner deemed fit, without waiving the effectiveness of this personal guaranty. Each guarantor waives presentment, demand, protests, and notice of any kind. If there is more than one guarantor, the obligations are joint and several. ORIJIN STONE may bring a separate action against any guarantor without first proceeding against the applicant, or any other person or security, and without pursuing any other remedy. No delay by ORIJIN STONE's part in exercising any right under this guarantee shall operate as a waiver of any such right. This guarantee shall continue to withstand any changes in organization, corporate set-up, or partnership agreement of the Buyer and shall be binding upon guarantor's heirs, personal representative(s), estate(s), successor(s) and assigns. In any proceeding to interpret or enforce this personal guarantee, ORIJIN STONE shall be entitled to recover all of its costs and reasonable attorney fees from any personal guarantor. Each guarantor hereby consents to the jurisdiction of the Courts of the State of Minnesota, County of Hennepin.

GUARANTORS SIGN HERE

Complete Legal Signature _____
Name (First/Middle/Last) _____
Home Address (City/State/Zip) _____
Phone _____ Date _____

Complete Legal Signature _____
Name (First/Middle/Last) _____
Home Address (City/State/Zip) _____
Phone _____ Date _____

ORIJIN STONE (Office Use Only)

Sales Associate _____

CREDIT TERMS

- 1. Credit.** ORIJIN STONE reserves the right to deny Buyer a house charge account or to limit the credit available to Buyer for any reason. If we set a credit limit for your account, we will notify you by email of the limit at that time. You will need to obtain prior written approval for any credit purchase that would exceed your credit limit.
 - 2. Buyer's Information.** Buyer agrees to notify ORIJIN STONE of any change in the Buyer's name, address, or ownership within thirty (30) days of the occurrence of such change.
 - 3. Invoices.** All purchases made during a calendar month will be reflected on a periodic invoice and payment in full is due within 30 days of the invoice date. Any unpaid amounts remaining after 30 days will be subject to a finance charge of 1.5% per month (18% per year) or the maximum rate allowable by law, whichever is lower, on any outstanding balance. If Buyer believes there is a billing error on any invoice, Buyer must submit a dispute in writing within 7 business days of the invoice date.
 - 4. Payments.** ORIJIN STONE accepts cash, business checks, personal checks, credit cards, wire transfers, and money orders for payment of invoices. Any checks that are returned to ORIJIN STONE are subject to a \$35.00 returned check charge, which will be added to the Buyer's account. If you believe there is an error on any invoice, you must submit a notice of dispute in writing within 7 days of the invoice date.
 - 5. Termination of Credit.** ORIJIN STONE, in addition to all other rights and remedies, reserves the right to terminate credit sales to Buyer at any time and for any reason, to suspend further charges on any account that is past due, and to cancel any order at any time prior to payment by Buyer.
 - 6. Mechanic's Liens.** Upon request, Buyer agrees to provide ORIJIN STONE with the address of the property at which ORIJIN's products will be installed (the "Property") and the name(s) and addresses of each owner of the Property within 5 days of such request. Further, Buyer agrees provide the property owner(s) with ORIJIN STONE's supplier's pre-lien notice upon request.
 - 7. Default.** In the event Buyer defaults on any term or amount due under this Agreement, Buyer agrees to pay ORIJIN STONE all fees and expenses incurred in connection with the collection, including but not limited to reasonable attorney's fees, court costs, and other collection costs.
 - 8. Merger.** This Agreement serves as the master agreement for all purchases made by Buyer using Buyer's house charge account. All prior negotiations and understandings are merged herein.
 - 9. Disputes.** Any disputes arising under this Agreement that cannot be resolved amicably between the parties hereto shall be resolved in conciliation court or district court in Hennepin County, Minnesota and governed by the laws of the State of Minnesota.
 - 10. Severability.** If any provision of this Agreement is determined to be invalid or unenforceable, it shall not affect the enforceability of any other provision of this Agreement. Rather, the invalid or unenforceable provision shall be deemed severed from this Agreement, and this Agreement shall be enforced as if the Agreement did not contain the invalid or unenforceable provision.
- 4. Returns:** Any shortages, damages, product problems, or exceptions of any kind must be brought to the attention of your salesperson within 48 hours of delivery in order for us to correct the order for you. Stone is a naturally irregular product. There will always be small pieces on a pallet and a certain amount of waste that must be added when figuring your job. These small pieces are NOT returnable or refundable. Special orders are non-refundable. Returns of in-stock products are accepted only for unused, non-damaged, material only. Returned veneer stone material will be charged a 50% restocking fee, all wallstone and any project pack pieces returned will incur a 40% restocking fee. All other paving, steps, treads, and (full pallet only) returns of irregular flagstone will incur a 30% restocking fee. No returns will be accepted beyond 90 days of receipt.
 - 5. Delivery:** ORIJIN STONE will seek direction from Buyer regarding placement of any delivery orders. In the absence of such direction, delivery will be made at the project site or other place of delivery adjacent to the closest public right of way. Buyer agrees to hold ORIJIN STONE harmless from any damage incurred during delivery of materials and further agrees to indemnify and defend ORIJIN STONE from any lawsuits or other disputes that arise relating to ORIJIN STONE products or deliveries.
 - 6. Natural Stone Disclaimer:** By purchasing products from ORIJIN STONE, you acknowledge that the products supplied are natural stone formed within the earth, and that different types of stone, as well as individual stones within any given type may have characteristics that vary including but not limited to texture, color thickness, density, durability or fitness for a particular use or purpose. Individual stones may chip, peel, flake, bleed, stain, spall, oxidize, or otherwise deteriorate over time. These factors should be taken into consideration when choosing a type of stone and determining how to use it within any project. The buyer acknowledges that ORIJIN STONE has no control over Buyer's selection and use of any stone, and that exposure to weather, installation techniques or preservative measures used by Buyer or installer all may affect the long-term performance and durability of any stone selected and or installed by Buyer. Further, ORIJIN STONE recommends that ice and snow melting products and chemicals are not used near natural stone. ORIJIN STONE recommends using a stone sealer to assist with durability and longevity.
 - 7. DISCLAIMER AND LIMITATION OF LIABILITY:** ORIJIN STONE MAKES NO EXPRESS OR IMPLIED WARRANTIES, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ORIJIN STONE WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY OBLIGATIONS RELATED TO THE PURCHASE OF OUR PRODUCTS, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE, OR ANY OTHER CLAIM IN TORT. IN NO EVENT SHALL ORIJIN STONE BE LIABLE FOR INCIDENTAL, COMPENSATORY, PUNITIVE, CONSEQUENTIAL, INDIRECT, SPECIAL, OR OTHER DAMAGES. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT OR A WORK ORDER TO THE CONTRARY, THE PARTIES AGREE THAT BEACHFRONT DESIGN'S LIABILITY TO CUSTOMER FOR ANY CLAIM PERMITTED UNDER THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT PAID BY CUSTOMER TO BEACHFRONT DESIGN UNDER THE WORK ORDER(S) FROM WHICH SUCH CLAIMS MAY ARISE.
 - 8. WAIVER AND INDEMNIFICATION:** BY ACCEPTING ORIJIN STONE PRODUCTS, YOU AGREE TO WAIVE ANY CLAIMS WHICH MAY ARISE REGARDING PRODUCT PERFORMANCE AND AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS ORIJIN STONE IN THE CASE OF THIRD PARTY DISPUTES WHICH MAY ARISE RELATING TO PRODUCTS YOU PURCHASE. ORIJIN STONE IS NOT RESPONSIBLE FOR ANY PRODUCTS OR DAMAGE TO PRODUCTS ONCE SUCH PRODUCTS HAVE BEEN DELIVERED TO A JOB SITE OR PICKED UP BY YOU OR YOUR AGENT. ORIJIN STONE IS NOT RESPONSIBLE FOR ANY DELAYS IN DELIVERY OR ANY COSTS YOU INCUR AS A RESULT OF ANY DELAYS. BY AGREEING TO HAVE YOUR VEHICLE OR TRAILER LOADED BY ORIJIN STONE, YOU AGREE TO WAIVE LIABILITY FOR ANY DAMAGE CAUSED BY ORIJIN STONE DURING THE LOADING PROCESS.
 - 9. Force Majeure:** Notwithstanding anything to the contrary contained herein, ORIJIN STONE shall not be liable for any delays or failures in performance resulting from acts beyond its reasonable control including, without limitation, acts of God, acts of war or terrorism, shortage of supply, interruptions or malfunction of computer facilities or equipment, labor difficulties, epidemic or pandemic outbreaks, executive orders of the national or state government, or civil unrest. Notwithstanding the foregoing, in the event of such an occurrence, ORIJIN STONE agrees to make a good faith effort to perform its obligations hereunder.

PURCHASE TERMS

- 1. Price Estimates:** Prices will be honored for 30 days following the date of a written estimate but are otherwise subject to change without notice. Unless specifically stated in writing, prices do not include delivery, handling charges, and taxes. Any special pricing including discounts, sale pricing, and close-out pricing is valid only if quoted in writing by ORIJIN STONE. Sales tax will be charged on all applicable purchases unless a valid sales tax exemption certificate is supplied to ORIJIN STONE.
- 2. Samples:** Product images included within our website and/or marketing materials are provided to give you an overall impression of the stone products available to you, and to serve as a reference for requesting or viewing samples of the actual stone product before making your final selection. We highly recommend that you see our products in person before purchasing them, as photographs are not recommended as the basis for your final stone purchasing decision. Natural stone products inherently lack uniformity and are subject to variations in aesthetics, color, shade, finish, tint, hardness, strength resistance, density, etc. Any samples are provided with the understanding that variations are inherent in the nature of the product and are not to be considered defects.
- 3. Order Coverage:** ORIJIN STONE may provide you with estimates of square foot coverage of products per ton or per pallet; however, any numbers provided are for estimate purposes only and are not a guarantee of coverage. ORIJIN STONE is not responsible for any damages arising out of inaccurate coverage estimates.