

**E. R. JAHNA INDUSTRIES, INC.**  
**S & R LOGISTICS, LLC.**  
**SAVANNAH SAND COMPANY, INC.**  
P. O. Drawer 840  
Lake Wales, Florida 33859-0840  
Telephone: 863-676-9431  
Fax: 863-676-2677

Complete Legal Company Name \_\_\_\_\_ Date \_\_\_\_\_  
D/B/A \_\_\_\_\_  
Street Address \_\_\_\_\_ Years in Business \_\_\_\_\_  
Mailing Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Email \_\_\_\_\_ Phone # \_\_\_\_\_ Fax# \_\_\_\_\_

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Is Business  Single Proprietorship  Partnership  Corporation  Other \_\_\_\_\_

EIN or SSN \_\_\_\_\_ State of Incorporation \_\_\_\_\_

If Corporation, will officers personally guarantee account? Yes  No

Type of Business \_\_\_\_\_ Estimated Annual Sales \$ \_\_\_\_\_

Accounts Payable Officer \_\_\_\_\_

Accounts Payable Email (invoices): \_\_\_\_\_

Previous experience in this type of business \_\_\_\_\_

Purchase Order Number required: Yes  No

Sales Tax Status:  Taxable  Non-taxable (If not taxable, a tax exempt certificate must be attached)

Amount of Credit Requested: \$ \_\_\_\_\_

If you are currently working with a salesperson, who is it? \_\_\_\_\_

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Name and Address of Principle Owner(s), Partners, or Corporate Officers:

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_

Other relevant business connections of persons listed above \_\_\_\_\_



Email: [sales@jahna.com](mailto:sales@jahna.com)

Fax: (863) 676-2677

## **Application for Credit and Standard Terms and Conditions of Sale**

By signing and returning this Application for Credit and Standard Terms and Conditions of Sale (the "Agreement"), the undersigned and any individual signing on behalf of the undersigned ("Applicant") certifies and agrees as follows: (i) The information contained herein is true and correct; (ii) Applicant authorizes E. R. Jahna Industries, Inc., a Florida corporation, S & R Logistics, LLC, a Florida limited liability company, Savannah Sand Company Inc., a Florida corporation, (hereinafter collectively known as "Seller") at any time and from time to time so long as Applicant does business with Seller, to obtain credit reports about Applicant and to obtain credit information from banks or others with whom Applicant has dealt. Applicant authorizes all references named herein to release credit information to Seller. The authorized individual signing on behalf of Applicant, recognizing that his or her individual credit history may be a factor in evaluation of the credit history of the Applicant, hereby consents to and authorizes Seller to obtain consumer credit reports on him or her, from time to time so long as Applicant does business with Seller; (iii) Applicant agrees to furnish such additional information as Seller may request to warrant future extensions of credit or to enable Seller to perfect liens or to recover upon any bond issued for its protection; (iv) Applicant acknowledges and agrees that all purchases from Seller will be made under the standard terms of sale contained in this Agreement; and (v) Applicant acknowledges and agrees that Seller may, for any reason and at any time, elect to terminate any credit that is extended to Applicant or modify the conditions under which credit is to be extended.

### **1. Acceptance.**

Seller is not obligated to accept any future order of products or services (collectively "Products") requested by Applicant ("Order"). Seller's acceptance of any future Order is conditioned on Applicant's assent to the terms and conditions of this Agreement, which Seller and Applicant agree are imputed in any such Order. No different or additional terms are acceptable to Seller unless agreed upon in writing and signed by Seller's authorized representative. The terms of this Agreement are exclusive, in lieu of, and override all other terms and conditions appearing on Applicant's Order or elsewhere and apply to all quotations made and orders accepted by Seller, unless specifically stated in writing to the contrary and signed by Seller's authorized representative. Seller does not assume any duties, obligations, or responsibilities of Applicant to third parties.

### **2. Products, Prices, Taxes, Transportation.**

Unless otherwise agreed in writing signed by Seller, the prices for Products included in any Order are for quantities indicated and such prices are not a guaranty of future pricing. Seller reserves the right, without prior notice, to change the Products or pricing (such changes, however, will not affect Orders placed and accepted prior to such change). All Products are only available so long as supplies last. Seller reserves the right to cancel an Order after acceptance if Seller determines that the Products are out of stock. Applicant shall pay all taxes applicable to the sale or delivery by Seller or subsequent use by Applicant of such Products. All Products shall be sold F.O.B. Seller's facility. Title to Products and risk of loss shall transfer to Applicant at shipment. Applicant shall have all responsibility and shall pay all of the cost of shipment. Shipping weights will be determined strictly in accordance with rail or truck scale weights without any allowances for moisture or specific gravity variations.

### **3. Limited Warranty and Damages Limitation.**

a) Limited Warranty and Inspection Requirements. Seller warrants to Applicant: (i) good title to the Products, and (ii) conformance to specifications of the Products stated on the Order which has been acknowledged in writing by Seller ("Conformance Warranty"); provided, however, Applicant shall be obligated to inspect the Products on delivery and unless Applicant provides written notice to Seller that the Products are in breach of Seller's Conformance Warranty within ten (10) days of the date of delivery, Seller shall be released from any further obligation under the Conformance Warranty. Notwithstanding anything set forth herein Seller does not warrant against the possibility of trace mineral or organic impurities or the possibility of discoloration, staining or popouts in any use of the Products. Time shall be of the essence with regard to the inspection and notice provisions of this limited warranty. Applicant shall hold and maintain any Products which Applicant contends are in breach of the Conformance Warranty for Seller's inspections and Applicant shall provide Seller access to inspect such Products. The Products may not be returned by Applicant without prior written authorization from Seller.

b) Limitation of Express and Implied Warranties. NO WARRANTY OTHER THAN THE EXPRESS LIMITED WARRANTY IN THIS AGREEMENT HAS BEEN MADE OR WILL BE MADE ON BEHALF OF SELLER WITH RESPECT TO ANY PRODUCTS SUPPLIED BY SELLER. SELLER DISCLAIMS ALL OTHER EXPRESS WARRANTIES AND ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

c) Limitation of Damages. IN THE EVENT THE PRODUCTS DO NOT CONFORM TO THE EXPRESS LIMITED WARRANTY, SELLER'S LIABILITY IS LIMITED TO FURNISHING REPLACEMENT PRODUCTS FOR THOSE PRODUCTS IN BREACH OF THIS LIMITED WARRANTY. SELLER SHALL NOT UNDER ANY CIRCUMSTANCES, WHETHER IN CONTRACT, WARRANTY, TORT, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHERWISE, BE LIABLE FOR ANY OTHER CLAIM OR DAMAGES, INCLUDING DAMAGE TO THE PRODUCTS OR DAMAGE TO OTHER PROPERTY CAUSED BY THE PRODUCTS, OR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, INCONVENIENCE, LOSS OF USE OF ANY PROPERTY, LOSS OF PROFIT OR REVENUE, OR BUSINESS INTERRUPTION, REGARDLESS OF WHETHER OR NOT SELLER MAY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**4. Credit, Payment Terms.**

Shipments are subject to prior credit approval. Any unpaid balance is due within thirty (30) days from invoice date. If Applicant fails to make timely payments or if, in Seller's opinion, the financial condition of Applicant has become precarious or other grounds for insecurity warrant such action, Seller may, without limiting its other remedies, (i) suspend shipments pending receipt of payment in advance or other security satisfactory to Seller, or (ii) terminate the Order, in which event unpaid invoices shall become immediately due and payable. Applicant agrees to pay 1.5% per month or the maximum legal interest allowed under Florida Statutes, whichever is lower, on unpaid invoices from their due dates. Applicant shall promptly pay all costs and expenses incurred or paid by Seller in connection with the collection of any amounts due under this Agreement and the enforcement of its rights hereunder, including all reasonable attorney's fees and costs incurred by Seller whether before, during or after any lawsuit and whether at the trial level or in connection with any and all appellate proceedings. All of the foregoing costs and expenses of Seller shall become Applicant's obligation and shall become immediately due and payable and shall bear interest from and after the date incurred or paid by Seller at the interest rate described above.

**5. Misplaced Loads.**

All Products (sand, pea gravel, rock, etc.) are considered sold at the time it is loaded, scaled and ticketed on Applicant's designated carrier's truck. Any misplaced loads of Products are the responsibility of Applicant and shall be paid for in full pursuant to the terms of this Agreement.

**6. Force Majeure.**

Seller shall not be liable for failure or delay in performance due in whole or in part to causes such as an act of God, strike, lockout or other labor dispute, war, terrorism, civil commotion, sabotage, fire, flood, explosion, acts of any governmental unit, unforeseen shortages or unavailability of fuel, power, transportation, raw materials or supplies, inability to obtain or delay in obtaining necessary equipment or government approvals, permits, licenses or allocations, and any other causes which are not within the reasonable control of Seller, whether or not of the kind specifically enumerated above. Under any such circumstances, Seller shall have the additional time needed to complete the Order and the right to allocate its available supply in the manner it selects, to itself and among any or all customers, including but not limited to, its subsidiaries and affiliates.

**7. Waiver.**

Seller shall not be deemed to have waived any right, power, privilege or remedy unless such waiver is expressly in writing and duly executed. No partial exercise, failure to exercise, delay in exercising or course of dealing with respect to any right, power, privilege or remedy shall operate as a waiver thereof by Seller or any other right, power, privilege or remedy.

**8. Modification of Terms**

Seller shall have the right to change, modify or amend any of the terms of this Agreement (including adding new terms) upon written notice of such change, modification, amendment or addition to Customer. The effective date of the change, modification amendment or addition shall be as stated in the written notice. Customer's consent to any such change, modification, amendment or addition shall not be required, but Customer shall be deemed to have consented thereto upon the placing of orders with Seller following receipt of such notice.

**9. Governing Law.**

The laws of the state of Florida, Polk County shall govern the validity, interpretation, construction and effect of this Agreement and any Order, without regard to principle of conflict or choice of law. Venue for any action under this document shall be in Polk County Florida.

**10. Waiver of Jury Trial.**



The parties hereto hereby knowingly, voluntary and intentionally waive the right any of them may have to trial by jury in any action arising out of, or based upon, this Agreement, any Order, or any course of conduct, course of dealing, or statements (whether written or verbal) of any party with respect to the subject matter addressed by this Agreement or any Order. This provision is a material inducement for the parties to enter into this Agreement and any Order.

**11. General.**

This Agreement contains the entire agreement of the parties with respect to the sale of the Products by Seller and any credit extended in connection therewith, and all previous contracts, purchase orders, proposals, discussions and communications relating to the same are superseded except to the extent that they have been incorporated by direct reference. This Agreement may not be amended without Seller's prior written consent. Each party to this Agreement severally acknowledges and confirms that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be utilized in the interpretation of this Agreement. If any provision of this Agreement, whether a paragraph, sentence or portion thereof, is judicially determined to be null and void or unenforceable, such provision shall be deemed to be severed, and the remaining provisions shall remain in full force and effect. The headings are for convenience of reference only and shall not affect its interpretation or construction. Any number of counterparts of this Agreement may be signed and delivered, each of which shall be considered an original and all of which, together, shall constitute one and the same instrument. The delivery of an executed counterpart of the signature page to this Agreement via telephone facsimile transmission or internet transmission shall be effective in the same manner as the delivery of a manually executed counterpart of this Agreement.

For purposes of accepting these terms set forth in this Agreement online the typed name of the individual signing the document shall have the same legal effect as legal signatures. Please be advised that typing in someone's name/signature without their permission constitutes forgery. By typing in the name and accepting this agreement and filing this with Seller you hereby acknowledge that you have the authority to enter into said Agreement and shall be bound by the terms and conditions of this Agreement.

**APPLICANT'S CERTIFICATION**

Based on this Application for Credit and Standard Terms and Conditions of Sale the undersigned hereby makes application for the extension of credit by E. R. Jahna Industries, Inc.; S & R Logistics, LLC.; and Savannah Sand Company, Inc. and agrees that if credit is extended the terms and conditions contained herein shall apply to the sale and purchase of Products and submission of Orders by and between the parties.

APPLICANT INFORMATION IS AS FOLLOWS:

FIRM NAME: \_\_\_\_\_

BY: \_\_\_\_\_

(Must be signed by Officer of Corporation and Individually) Title: \_\_\_\_\_ and individually.



**BANK REFERENCE RELEASE OF INFORMATION**  
*(Required)*

Primary Bank Name - \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact: \_\_\_\_\_

Account Number: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

I authorize the above listed bank to release information to ER Jahna Industries Inc., Savannah Sand Company, Inc., and S & R Logistics LLC for the purpose of rendering a decision for a commercial account and agrees to not disclose any of the data contained therein to any third party.

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

Name on Account: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Name & title of Authorized Signer: \_\_\_\_\_



**BUSINESS REFERENCE LETTER**  
*(Required)*

Reference Business Name: \_\_\_\_\_

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

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax or email: \_\_\_\_\_

I authorize the release of information to E. R. Jahna Industries, Inc.; S & R Logistics, LLC. and Savannah Sand Company, Inc. for the purpose of rendering a decision for a commercial account and they agree not to disclose any of the data contained therein to any third party.

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

Name of Business: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Name of authorized Signer and Title: \_\_\_\_\_



**BUSINESS REFERENCE LETTER**  
*(Required)*

Reference Business Name: \_\_\_\_\_

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

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax or email: \_\_\_\_\_

I authorize the release of information to E. R. Jahna Industries, Inc.; S & R Logistics, LLC. and Savannah Sand Company, Inc. for the purpose of rendering a decision for a commercial account and they agree not to disclose any of the data contained therein to any third party.

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

Name of Business: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Name of authorized Signer and Title: \_\_\_\_\_



**BUSINESS REFERENCE LETTER**

Reference Business Name: \_\_\_\_\_

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

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax or email: \_\_\_\_\_

I authorize the release of information to E. R. Jahna Industries, Inc.; S & R Logistics, LLC. and Savannah Sand Company, Inc. for the purpose of rendering a decision for a commercial account and they agree not to disclose any of the data contained therein to any third party.

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

Name of Business: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Name of authorized Signer and Title: \_\_\_\_\_





**PERSONAL GUARANTY OF PAYMENT**

For value received and in consideration of the credit that **E.R. JAHNA INDUSTRIES, INC.**; or **S & R LOGISTICS, LLC.**; or **SAVANNAH SAND COMPANY, INC.** (“Seller”) may hereinafter extend, the undersigned (hereinafter referred to as “Guarantor”) hereby jointly, severally, irrevocably and unconditionally personally guarantee payment when due to Seller, of any and all present or future indebtedness owed to Seller by

\_\_\_\_\_  
*Name of Company/Corporation*

(hereinafter referred to as “Debtor”), and hereby agree to prompt and immediate payment of such indebtedness if default in payment thereof be made by the Debtor, plus all costs and attorney fees including appeals for the collection of such indebtedness. The Guarantor expressly waives notice of acceptance of guarantee demand, and notice of nonpayment, and consents to any extension of time of payment of any and all of the indebtedness hereby guaranteed. This guarantee is a continuing guarantee. This guarantee shall continue to apply to all sales made, services rendered, and advances made by Seller to the Debtor (also including but not limited to Debtor’s subsidiaries and affiliates) and to all such present and future indebtedness however arising. This is intended to be a personal guarantee and not a corporate guarantee, and will personally bind the Guarantor notwithstanding any title or designation made by me. The Guarantor as personal guarantor, recognizing that his or her individual credit history report may be a necessary factor in the evaluation of this personal guarantee, hereby consents to and authorizes the use of a commercial, consumer or any other credit report on the undersigned by Seller from time to time as may be needed in the credit evaluation process.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**GUARANTOR**

\_\_\_\_\_  
Signature: Individually  
Social Security# \_\_\_\_\_

State of \_\_\_\_\_  
County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_ who is personally known to me or has produced \_\_\_\_\_ as identification and did (did not) take an oath.

Notary Public: \_\_\_\_\_ (SEAL)