



## Credit Application

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

Billing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone No: \_\_\_\_\_ Email Address: \_\_\_\_\_

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A/P Contact Name: \_\_\_\_\_ A/P Phone No: \_\_\_\_\_

A/P Email Address: \_\_\_\_\_

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Type of Business: ☐ Corporation ☐ Partnership ☐ LLC ☐ Other: \_\_\_\_\_

Fed ID#: \_\_\_\_\_ Dun & Bradstreet #: \_\_\_\_\_

Credit Amount Requested: \$ \_\_\_\_\_ Purchase Order Required? ☐ Yes ☐ No

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### Trade References

1. Name & Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_

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

2. Name & Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_

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

3. Name & Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_

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

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I hereby certify that the information provided in this credit application is true and complete to the best of my knowledge. I authorize Terra Geosynthetics LLC to make inquiries into the banking and trade references listed to evaluate this application for credit.

I acknowledge that I have read and agree to the Terms and Conditions attached to this application and understand that all sales made by Terra Geosynthetics LLC will be subject to those terms. I affirm that I am authorized to execute this agreement on behalf of the applicant.

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

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



## Terms and Conditions

As an integral part of this credit application, the Applicant agrees to the following: In consideration of the acceptance of this application and the extension of credit by TERRA GEOSYNTHETICS LLC., the undersigned agrees to comply with the payment terms of NET 30, in addition to all other terms and conditions set forth herein. In the event of default of any term or condition relating to the extension of credit, including failure to make timely payment, the Applicant shall be responsible for paying to TERRA GEOSYNTHETICS LLC., in addition to all outstanding amounts owed, a delinquency FINANCE CHARGE of at least 1.5% per month on the unpaid balance, as well as all costs of collection, including but not limited to reasonable attorneys' fees as allowed by law.

The Applicant hereby certifies that its company is financially capable of fulfilling any and all commitments made to TERRA GEOSYNTHETICS LLC., and that all information provided in this application is accurate and complete. The Applicant further authorizes its listed bank and trade references to release relevant account and credit information to TERRA GEOSYNTHETICS LLC. for the sole purpose of evaluating and establishing a credit account. All such information will be kept strictly confidential and used exclusively for credit assessment purposes.

For the avoidance of doubt, TERRA GEOSYNTHETICS LLC. is the sole entity extending credit and providing goods or services under this agreement. All transactions, obligations, and liabilities related to the provision of credit, goods, or services are solely between the Applicant and TERRA GEOSYNTHETICS LLC., and no third party or affiliate shall bear any responsibility or liability in connection therewith.

### PAYMENT

Payment of all amounts due to TERRA GEOSYNTHETICS LLC., as evidenced by issued invoices, shall be made in accordance with the payment terms, schedule, method, and currency specified by TERRA GEOSYNTHETICS LLC. on each invoice or as otherwise communicated in writing. Terra Geosynthetics LLC. reserves the sole and exclusive right to determine the payment structure, including the amount of each installment, due dates, and accepted forms of payment.

Any past due amount shall accrue a delinquency interest charge of 1.5% per month (equivalent to 18% per annum), or the maximum rate permitted under applicable Arizona law, or from the State in which the credit takes place, whichever is lower. This delinquency charge will be assessed at the beginning of each month on all unpaid balances that were due in the preceding month and remain outstanding.

All shipments, deliveries, or continued credit are subject to the ongoing evaluation of the Applicant's creditworthiness by TERRA GEOSYNTHETICS LLC., which may, at its discretion and without notice, suspend or withhold performance if the Applicant is deemed to be in default or represents a credit risk.

In the event of default or non-payment, the Applicant agrees to pay all costs of collection incurred by TERRA GEOSYNTHETICS LLC., including but not limited to reasonable attorneys' fees, court costs, and third-party collection agency fees, to the extent allowed by law.

### CREDIT DISBURSEMENT DELAYS AND FORCE MAJEURE

The Applicant acknowledges that any disbursement of credit funds by TERRA GEOSYNTHETICS LLC. shall be subject to the agreed-upon terms and satisfaction of all pre-disbursement conditions. TERRA GEOSYNTHETICS LLC. shall not be held liable for any delay or failure to disburse funds caused by any circumstance beyond its reasonable control, including but not limited to: natural disasters, fires, floods, pandemics, labor disputes, acts of God, governmental actions, power outages, cyberattacks, system failures, or delays in the fulfillment of conditions by the Applicant or third parties.

Any such delay shall not constitute a breach of contract, nor shall it entitle the Applicant to claim damages, penalties, or cancellation of the agreement. TERRA GEOSYNTHETICS LLC. will make reasonable efforts to proceed with the disbursement as soon as practicable once the impediment has been removed or resolved.

### RIGHT TO SUSPEND OR TERMINATE CREDIT FACILITY

TERRA GEOSYNTHETICS LLC. reserves the right, without prior notice, to suspend, withhold, or terminate any credit facility or disbursement if the Applicant fails to comply with any term or condition of the credit agreement, including but not limited to: non-payment, breach of representations, exceeding credit limits, or failure to meet pre-disbursement conditions. Such suspension shall not relieve the Applicant of any outstanding obligations and may be enforced without prejudice to TERRA GEOSYNTHETICS LLC.'S right to demand immediate payment of all amounts due.

### SECURITY INTEREST

To secure full and timely payment of all amounts due under any credit extended, the Applicant hereby grants to TERRA GEOSYNTHETICS LLC. a continuing and perfected purchase money security interest (PMSI) in any goods or products supplied (if applicable), and/or in any collateral agreed upon by the parties in writing. TERRA GEOSYNTHETICS LLC. is authorized to file UCC-1 Financing Statements and other related instruments without further consent to perfect its interest as permitted by law.

### CREDIT LIMITS

Any credit limit assigned to the Applicant shall be deemed administrative and may be adjusted, suspended, or revoked at any time at the sole discretion of TERRA GEOSYNTHETICS LLC., with or without notice. The existence of a credit limit does not obligate TERRA GEOSYNTHETICS LLC., in any way, to extend credit up to that amount.

### GOVERNING LAW AND VENUE

These Terms and any dispute arising from the extension of credit shall be governed by and construed under the laws of the State of Arizona, or of the State that Terra Geosynthetics LLC. chooses, without regard to conflict of law principles. The parties agree that exclusive jurisdiction and venue for any legal proceedings shall lie in the state or federal courts located within the State of Texas or in the State that Terra Geosynthetics LLC. chooses, and the Applicant hereby submits to the jurisdiction of such courts.

### APPLICANT'S REPRESENTATIONS AND AUTHORIZATION

The Applicant certifies that all information provided in connection with this credit application is true, complete, and accurate. The Applicant authorizes TERRA GEOSYNTHETICS LLC. to verify such information, including contacting trade and banking references, and to use such information solely for the purpose of evaluating and administering the credit account. The Applicant waives any claim against TERRA GEOSYNTHETICS LLC. arising from the authorized use of this information.

### ENTIRE AGREEMENT

These Terms and Conditions, together with the credit application and any supplemental agreements, constitute the entire agreement between the parties regarding the extension and administration of credit, and supersede all prior communications or agreements, whether oral or written. Any amendments must be made in writing and signed by both parties.

NOTE: Any changes to the above language in this agreement may result in a delay in processing of any credit application and may result in the denial of credit.

By signing, Applicant agrees to the terms and conditions associated with the credit application.