

CARVER SALT

26 Corporate Circle
Albany, NY 12203
518-756-2164

FOR OFFICE USE ONLY:

Customer #: _____

Limit: _____

Terms: _____

Approved By: _____

CARVER SALT ACCOUNT APPLICATION

This application is made for the sole purpose of obtaining an account with Carver Companies. Applicant acknowledges that Carver Companies is relying on the information provided in this application and warrants that all statements are complete, accurate, and truthful. Applicant further acknowledges that if this application is approved, applicant and guarantor shall each be bound by the terms and conditions set forth in this application. This Application constitutes Applicant's and the undersigned Guarantor's written consent to Carver Companies obtaining business and personal consumer credit reports for (a) the extension of credit, or (b) the collection of debt.

PAYMENT METHOD☐ COD: Credit Card on File☐ COD: Check at Time of Service**CUSTOMER INFORMATION**

COMPANY NAME _____ DATE _____

CONTACT NAME _____ PHONE _____ EMAIL _____

ADDRESS _____ CITY _____ STATE _____ ZIP _____

P.O. BOX _____ CITY _____ STATE _____ ZIP _____

☐ CORPORATION ☐ LLC ☐ PARTNERSHIP ☐ JOINT VENTURE ☐ SOLE OWNER

DATE BUSINESS ESTABLISHED _____ PHONE _____

OWNERS NAME _____ OFFICERS NAME _____

ACCOUNTS PAYABLE

AP CONTACT _____ PHONE _____ EMAIL _____

TAX EXEMPT? (Y/N) _____ IF YES, CONTACT FOR EXEMPTION CERTIFICATES _____

AUTHORIZED PURCHASER(S) _____ PHONE _____ EMAIL _____

TERMS AND CONDITIONS

All sales of product by Carver Salt, LLC are made strictly subject to the Carver Salt Standard T&Cs of Sale (the “Standard T&Cs”), as amended from time to time, available at www.carvercompanies.com/about-us/port-tariff-information/ and on request. The Standard T&Cs are incorporated into this application by reference and, subject to any Agreed Amendments below approved in writing by Carver Salt’s Legal Department, shall govern in the event of any conflict. Where Carver Companies provides port or other services to Applicant, the applicable Standard Terms of Service (Port Operations) shall additionally apply to those services.

AGREED AMENDMENTS (IF ANY):

PAYMENT TERMS: Open Credit Line accounts, established via the Terms Application Supplement, are due net 30 days from the date of invoice. COD accounts are due at time of service or upon delivery, by credit card on file and/or check as selected above.

ACCOUNT TERMS: Unless otherwise agreed in writing by Carver Salt, all purchases are made at Carver Salt’s posted daily rate in effect at the time of loading, which is subject to change without notice. All sales are subject to product availability, and Carver Salt makes no commitment to supply. Certified scale weights at Carver Salt’s facility are final and binding for invoicing purposes. Title and risk of loss pass to Buyer upon completion of loading. Each order placed or pickup made by or for Buyer constitutes Buyer’s reaffirmation of this application and acceptance of the Standard T&Cs. Any terms in any purchase order or other document issued by Buyer that add to, vary from, or conflict with this application or the Standard T&Cs are rejected and shall be of no effect.

Buyer authorizes Seller and its designees to obtain information from the above references and from all other available sources for credit purposes and at any time to collect past due indebtedness, and such references and sources are directed to furnish all requested information. As an inducement to Carver Companies to supply goods on credit or on COD terms, the undersigned agree(s) to prompt payment of all invoices and amounts due.

If payment is made by check and the check is returned unpaid for any reason (including insufficient funds), Buyer agrees to pay the returned check in full plus any statutory returned-check fee permitted by law, and Carver Companies may pursue collection, including referral to a collection agency or legal counsel.

Certain orders may require a deposit or pre-payment before production and payment before delivery. Finance charges will be assessed on all balances that are delinquent at the rate of 1.5% per month (18% per annum) or, if less, the highest rate permitted by applicable law. In the event payment is not made when due, credit terms may be withdrawn or modified, at Carver Companies’ sole and absolute discretion. Carver Companies’ liability therefor will be limited to the amount billed by Carver Companies for such products. Carver Companies shall not be responsible for any alleged ‘loss of profits’ or other form of consequential damages. Buyer shall reimburse Carver Companies for all costs of collection, including reasonable attorneys’ fees and court costs. Upon any default, Carver Companies may suspend the account and require payment in advance before releasing further product, and may set off any amounts it owes Buyer against amounts Buyer owes Carver Companies. This application and all sales are governed by the laws of the State of New York; the parties submit to the exclusive jurisdiction of the state and federal courts sitting in Albany County, New York, and each party waives trial by jury in any action arising out of this application or any sale.

WARRANTIES BY APPLICANT

I/We warrant all information in this application to be true, accurate, and complete, and agree to be bound by the Conditions in this application, including the Terms and Conditions above.

☐ W9 Form Attached

Please include a completed IRS Form W9 with this application.

SIGNATURE

NAME (PLEASE PRINT)

TITLE

DATE

BUSINESS NAME

Return to accountsreceivable@carvercompanies.com

CREDIT CARD INFORMATION

Complete this page only if you selected COD: Credit Card on File on page 1. This page is kept separate from the rest of the application so credit card details can be filed, stored, and restricted independently for privacy and payment-card security.

NAME ON CARD

CARD TYPE (VISA / MC / AMEX / DISC)

CARD NUMBER

EXPIRATION (MM/YY)

CVC

Please leave the CVC/security code blank on this form — Carver's AR team will call to verify it directly with you.

BILLING ADDRESS (REQUIRED)

CITY, STATE, ZIP

PHONE

EMAIL

- ☐ I acknowledge that all credit card payments are subject to a 3% processing fee.
- ☐ Include a copy of a valid photo ID

AUTHORIZATION TO CHARGE CARD ON FILE

By signing below, I authorize Carver Salt, LLC to charge the credit card provided above for all purchases, applicable taxes, and fees made on this account. I personally authorize Carver Salt, LLC to charge purchases to my credit card without the physical card being present at the point of sale. If the bank refuses to honor these charges, I will pay for the materials purchased from Carver Salt using an alternative method of payment. This card will be maintained on file for the current salt season, spanning July 1 through June 30, after which a new credit card authorization will be required to keep a card on file.

RECOURSE FOR DECLINED OR INVALID CARD

I understand and agree that if the credit card on file is declined, expired, cancelled, or otherwise invalid at the time of a purchase or scheduled charge:

- Carver Companies may immediately suspend my purchasing privileges until a valid form of payment is provided;
- Carver Companies may re-attempt to process the charge and/or request an updated card or alternate payment before releasing any further product;
- I will be responsible for any returned-item fees permitted by law, plus any collection costs and reasonable attorneys' fees incurred by Carver Companies in collecting amounts owed;
- Carver Companies reserves the right to pursue all available legal and equitable remedies to collect any unpaid balance, including referral to a collection agency or legal counsel; and
- my failure to maintain a valid payment method on file constitutes a breach of this agreement and may result in suspension or termination of my COD purchasing privileges.

SIGNATURE

NAME (PLEASE PRINT)

DATE

COMPANY

TITLE