



528 London Rd, PO Box 362
Delaware, OH 43015

Attn: Donna Alexander

FINANCE DEPARTMENT

(614) 252-0955 or (800) 845-7644
FAX: (740) 363-7644

COMMERCIAL CASH APPLICATION

Please Print Legibly

Company Name: _____ Phone: _____
 Address: _____ Fax: _____
 City, State, Zip: _____ Pager: _____
 Email Address: _____ URL: _____

Please select ONLY ONE category that best describes your business.

- | | | | |
|---|--|--|---|
| <input type="checkbox"/> Res. Masonry Cont. | <input type="checkbox"/> Concrete Contractor | <input type="checkbox"/> Other Retail Outlet | <input type="checkbox"/> Architect/Engineer |
| <input type="checkbox"/> Com Masonry Cont. | <input type="checkbox"/> Other Contractor | <input type="checkbox"/> Home Builder | <input type="checkbox"/> Non-Resid Builder |
| <input type="checkbox"/> General Contractor | <input type="checkbox"/> Gov't/Non-Profit | <input type="checkbox"/> Design Builder | <input type="checkbox"/> Developer |
| <input type="checkbox"/> Landscape Contractor | <input type="checkbox"/> Other Organization | <input type="checkbox"/> Remodeler | <input type="checkbox"/> Home Owner |
| <input type="checkbox"/> Dealer | <input type="checkbox"/> Distributor | <input type="checkbox"/> Other _____ | |

<u>Corporation</u>	<u>Individual</u>	<u>Partnership</u>
Pres. _____	Indiv/Owner _____	Partner _____
VP _____	SSN (opt) _____	Partner _____
Secy _____	Fed ID# (opt) _____	Partner _____
Treas _____		Fed ID #(opt) _____
Fed ID# (opt) _____		

No. years in business: _____ Are you Sales Tax Exempt? _____ (If yes, PLEASE attach copy of Tax Exemption Certificate for our files)

Person(s) Placing Orders: _____

Person Paying Invoices: _____

PLEASE ATTACH PROOF OF BUSINESS (Such as copy of business card, invoice, voided business check, etc)

We certify that all the above information is true and correct to the best of our knowledge. We have read and agreed to Oberfields LLC. General Terms and Conditions of Sale Agreement.

Print Name: _____ Title: _____

Signature: _____ Date: _____

PLEASE ALLOW 24 HOURS FOR APPLICATION APPROVAL

GENERAL TERMS AND CONDITIONS OF SALE FOR OBERFIELDS LLC. PRODUCTS

Pricing:

- All sales are made by seller to buyer based upon the General Terms and Conditions of Sale detailed below. Buyer understands that these General Terms and Conditions represent a binding contract between buyer and seller, acceptance by the seller of buyer's orders constitutes a binding contract according to the General Terms and Conditions set forth below. There are no representations, warranties or conditions either expressed or implied other than those contained in these General Terms and Conditions of Sale. Terms and conditions are subject to change without notice. The Terms and Conditions Agreement in effect as of the date of purchase will prevail with regard to all questions.
- Prices in effect at the time of delivery will apply. Prices are subject to changes without notice. All prices are based on full load quantities. We reserve the right to meet lower competitive prices and terms of sale.

Payment Terms:

- Oberfields cannot accept C.O.D. orders.

Billing:

- All credit accounts are invoiced daily and mailed daily. Customer statements covering all monthly activity are mailed out on the first business day of the following month.

Contractor Payments:

- **2%, 10th of month:** For all contractors whose accounts are current, Oberfields offers a 2% cash discount for all invoices dated no later than the 1st of the previous month which are paid in full by the 10th day of the following month.
- **2%, 30 days:** For all contractors whose accounts are current, Oberfields offers a 2% cash discount for all invoices which are paid in full 30 days from the invoice date. Payment will be considered as having been received whenever payment is made in person or postmarked no later than 30 days after the invoice date.

All Other Customer Payments:

- **Net 30 days:** All invoices must be paid within thirty days of the invoice date to avoid finance charges. All invoices over 30 days beyond the invoice date will be considered "past due." A finance charge will be applied to all past due invoices at the rate of 1.5% per month which is equivalent to an 18% annual interest rate.

Product Fitness:

- Oberfields will only supply manufactured products, which meet all applicable ASTM specifications at the time of product delivery for the particular type of unit produced. Since Oberfields in no way controls the use of the product in service, no guarantee of any kind is made with respect to the fitness of the product for a particular purpose nor with respect to conditions which may arise due to faulty design, faulty workmanship or defect in other materials used in the installation of the product.
- Any product samples display only the approximate texture, shade and range of colors as shipped. Product colors may vary within a general range as a result of characteristics inherent in raw materials and curing conditions. The buyer understands that any such color variation is not a defect, must be expected, and does not constitute grounds for product rejection.
- Weathering or aging may normally cause some efflorescence to occur. Buyer understands that changes resulting from efflorescence do not represent product defects and do not constitute grounds for product rejection.
- Products, when unloaded at the jobsite, are accepted for color, size, texture, and quality, and no responsibility will be accepted by Oberfields after the units have been used in construction. The buyer or their authorized agent will inspect all materials when delivered, and all shortages and damages must be noted on the delivery. No exchanges will be permitted if this procedure is not followed.

Packaging:

- We sell covers for block, however, we will not install them. Stretch wrap around the outside of the cube including a plastic sheet over the top is available for an additional cost.

Pallets:

- Oberfields pallets may be returned for credit as described below:
 1. On residential jobs, pallets must be placed by the curb in stacks of 10 before our trucks will pick them up. Please notify our Customer Service office when pallets are ready for pick-up.
 2. On commercial jobs, pallets must be stacked straight in groups of 10 and be available for our drivers to pick-up from an accessible central location of the jobsite. Please allow us to pick-up pallets on a regular basis so we might avoid a large quantity of pallet accumulations. For less than 10 pallets there will be an additional pick-up charge.

3. Only pallets branded with the name "OBERFIELDS LLC." are charged to you. A credit will be issued for all pallets returned in good, reusable condition. Pallets returned not branded with the name "OBERFIELDS LLC.", junk, and mortar pallets are not eligible for credit.

Deliveries:

- **We provide assured curb delivery only and are not responsible for damages beyond the curb line.**
- Oberfields will make every effort to deliver product on a timely basis. Oberfields, however, cannot be held liable for late deliveries or failure to make a delivery due to impassable roadways, inclement weather, strikes, civil disobedience, and other Acts of God, which prevent Oberfields from shipping products.
- At the time orders are shipped, it is assumed that both the jobsite is ready for the materials and that there is proper access for our trucks. Towing charges incurred due to improper access conditions will be billed to the customer. In addition, the customer will be billed an hourly rate charge for all orders which we cannot deliver and must be returned to our yard as the result of improper access conditions or for any other reasons beyond our control.
- Drivers are allowed 40 minutes for unloading a full load of materials. Moving of previously delivered materials must be scheduled in advance and will be billed at an hourly rate. Authorization must be obtained from Oberfields transportation department prior to any materials being moved.
- Any deliveries less than a \$500.00 invoice value will be subject to an additional handling charge. Each job is allowed one delivered finish load that is less than a full truck load. Please contact our Customer Service office for additional details or specific quotations regarding handling charges.
- **For safety reasons, under no circumstances will our drivers be allowed to unload materials from the rear of their truck at an angle greater than 45 degrees, boom-up materials onto scaffolding, over obstacles such as trucks and automobiles, or above the height of our truck bed.**
- If buyer believes products delivered by Oberfields are substantially defective and unusable, buyer must inform Oberfields within two (2) days of delivery and prior to Buyer actually using the material. Any such defective or unusable product or products must then be made available for field inspection by Oberfields.

Return Policy: The following products will NOT be returnable:

- **Special order supplies, architectural block (except gray architectural split face block), concrete lintels, bagged goods, pavers, retaining walls, Special Product Order items, and second or restacked block not usable as first class product.**
- Only products purchased directly from Oberfields will be eligible for return consideration. Only undamaged and unused block will be considered for return, regardless of quantity ordered. Oberfields will be the sole judge as to the returnability of products. Returns may be subject to an hourly Oberfield's truck usage fee.
- **Pavers, Gray Architectural Split Face Block, Retaining Wall Units are not returnable unless:** 1) Returns must be in full cube quantities, not restacked and (if applicable) banded with the original factory bands as originally shipped to be considered for return. 2) A minimum 30% restock fee of the original invoiced price for all product that has been left on Oberfields truck or for all product dropped off at the jobsite but not handled by mason(s) or customer (s). Product must be clean and free of stains.
- **Standard Gray Block and Step Units:** 1) Standard gray block must be properly stacked for safe hauling. 2) A minimum 10% restock fee of the original invoiced price for all product that has been left on Oberfields truck.
- **For Block Only:** A minimum of 50% restock fee of the original invoiced price for all restacked (recubed) block determined by Oberfields to have been handled by mason(s) or customer (s) but still in salable condition, i.e., block must be clean and free of mortar and soil stains.
- All products requested for return, which an Oberfields driver determines are damaged or not properly prepared for shipment will not be hauled. In this event a trucking charge for travel time will be applied. Products returned to Oberfields yard which Oberfields determines are not in salable condition will be disposed of by Oberfields. In this event, all related disposal charges will be applied.
- **Other Oberfields Product Returns:** Dampers, angles, plastic pipe and other hard goods must be in their original packaging and in resalable condition before they can be considered for return. There will be a minimum return charge of 10% of the original invoice price for all materials within this category that Oberfields accepts for return. All returns must be made within 30 days of purchase date and be accompanied by the original purchase receipt.

Cautionary Statement:

- Sawing or grinding of concrete masonry units may result in the release of dust particles, which could cause minor eye or nose irritation if proper protective equipment is not in place. The use of a NIOSH approved respirator and tight goggles is recommended when sawing or grinding operations are in progress. Please contact our office if further information is desired.



STEC-B
Rev. 3/15/04

Sales and Use Tax Blanket Exemption Certificate

The purchaser hereby claims exception or exemption on all purchases of tangible personal property and selected services made under this certificate from:

Oberfields

(vendor's name)

and certifies that the claim is based upon the purchaser's proposed use of the items or services, the activity of the purchase, or both, as shown hereon:

Purchaser must state a valid reason for claiming exception or exemption.

Purchaser's name

Street address

City, state, ZIP code

Signature

Title

Date signed

Vendor's license number, if any

Vendors of motor vehicles, titled watercraft and titled outboard motors may use this certificate to purchase these items under the "resale" exception. Otherwise, purchaser must comply with either rule 5703-9-10 or 5703-9-25 of the Administrative Code.

This certificate cannot be used by construction contractors to purchase material for incorporation into real property under an exempt construction contract. Construction contractors must comply with rule 5703-9-14 of the Administrative Code.