

5515 Breen Dr. Houston, Tx 77086

Office: 281-931-3003 Fax: 281-931-1911 Email: <u>info@solidrockrm.com</u>

Business Credit Application.

| Business Name: | | | | |
|---|--|---------------|----------|--|
| Business Address: | City: | State: | Zip: | |
| Email Address: | Phone No.: | | | |
| Fax No.: | Contractors License No.: | | | |
| M | AILING ADDRESS (if differe | nt) | | |
| Street Address: | City: | St | ate: | |
| Zip Code: | | | | |
| | | | | |
| If you have previously had a credit account wit | h Solid Rock Ready Mix , please t | tell us when: | | |
| | | | | |
| | PLEASE CHECK ONE: | | | |
| Corporation / LLC | Partnership | Sole Propri | etor | |
| | | | | |
| FEIN or SS No: | Date Established: | | | |
| If Corporation, date and State Incorporate | d: | | | |
| | | | | |
| Credit Amount Request: | | | | |
| · | | | | |
| Are PO's required on invoices / tickets? | | YES | NO | |
| Should we send you statements? | | YES | NO NO | |
| , | | | <u> </u> | |
| Accounting Manager Name: | | | | |
| Email: | Phone No.: | | Ext: | |
| Email. | Thore No | | LAt. | |
| | | | | |
| Owner (s) / Partners Information. | | | | |
| Name: | Title: | | | |
| Address: | | | | |
| Name: | Title: | | | |
| Address: | | | | |



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| Please furnish at least three (3) TRADE REFERENCES including phone and fax numbers: | | |
|---|---|---|
| Name: | | |
| Phone No.: | Fax No.: | |
| Email Address: | | |
| | | |
| Name: | | |
| Phone No.: | Fax No.: | |
| Email Address: | | |
| | | |
| Name: | | |
| Phone No.: | Fax No.: | |
| Email Address: | | |
| | | |
| Please furnis | n one (1) Bank reference including phone and fax numbers: | |
| Bank: | | |
| Account No.: | | |
| Phone No.: | Fax No.: | _ |

TERMS AND CONDITIONS

This application, including all of the information contained herein, is a request for one or more extension of business credit to defer payment for purchase of construction materials by Applicant from **SOLID ROCK READY MIX**. By submitting this application to **SOLID ROCK READY MIX**, applicant hereby agrees to these Terms and Conditions.

Applicant hereby agrees to pay **SOLID ROCK READY MIX** for each purchase made hereunder, as follows: Net 30th prox. Applicant agrees to pay **SOLID ROCK READY MIX** a monthly late charge equal to one and a half (1.5%) per month (18% APR) on all outstanding balances on Applicant's account that are unpaid after 30 days from the billing date. Terms of each individual sale are set forth one each invoice and Applicant agrees to terms of each invoice.

Applicant and Guarantor authorize **SOLID ROCK READY MIX** from time to time to obtain one or more credit reports from any reporting agency and obtain information regarding Applicant and Guarantor from any creditor of Applicant and Guarantor, including, but not limited to, each of the credit reference listed on page 2. Applicant and Guarantor further authorize each of the creditors to give **SOLID ROCK READY MIX** from time to time any and all necessary information that will aid **SOLID ROCK READY MIX** in its credit investigation. Applicant and Guarantor further authorize **SOLID ROCK READY MIX** to reinvestigate credit status from time to time as **SOLID ROCK READY MIX** deems necessary. **SOLID ROCK READY MIX** reserves the right to limit, terminate, or change the terms of any extension of credit of Applicant at its sole discretion. Applicant authorizes **SOLID ROCK READY MIX** to act as a credit reference for Applicant by responding to inquires from other creditors or potential creditors of Applicant regarding transactions or experiences with Applicant.



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TERMS AND CONDITIONS OF BUSINESS CREDIT

Each of the undersigned does hereby certify that he/she is authorized to sign this Application on beheld of Applicant; that the information contained here is true, accurate and complete in all respect; and that all purchases made by Applicant will be made in the ordinary course of business of Applicant for business purposes and that co-credit is sought or will be obtained for the personal, family, or household purposes of any individual.

Applicant will advise SOLID ROCK READY MIX in writing at 5515 Breen Dr. Houston, Tx 77086 of any changes which accrue in respect to any of the information in this application (including, but not limited to, any of the information provided on pages 1 and 2) or any other information which may affect ability to pay, and until such time, SOLID ROCK READY MIX may continue to rely on this information. Any changes in legal status or the information provided on page 1 and 2 must be communicated to SOLID ROCK READY MIX at least ten (10) business days in advance by certified mail.

The original applicant will remain liable until such time as **SOLID ROCK READY MIX** has been given a reasonable period of time to respond to any notice regarding changes in legal status and has agreed to such change. Applicant further agrees that these Terms and Conditions are governed by the laws of the State of Texas and that if any provision hereof is held invalid, illegal or unenforceable, then no other provision shall be affected of impaired thereby.

Applicant shall pay all cost of collections, including, but not limited to, cost and attorneys fees, should all or any part of this account be place for collection. Applicant further waives the right to a jury trial in the event **SOLID ROCK READY MIX** is required to institute suit for collection of any sums due hereunder. Applicant agrees that any and all claims arising out of or relating to any sale or extension of credit by **SOLID ROCK READY MIX**, included but not limited to any action by **SOLID ROCK READY MIX** to collect on account, may be filed in Harris County, Texas and Applicant specifically consent to the exercise of non-exclusive personal jurisdiction over Applicant and to the extraterritorial service of the process, if necessary.

SOLID ROCK READY MIX uses loading tickets with customers' name and project location, this is **SOLID ROCK READY MIX**'s proof of receipt and delivery. The driver will have received a lading ticket that states the quantity of product and delivery location. No signature in the ticket will be required. By acquiring product **from SOLID ROCK READY MIX**, Applicant agrees that the audit ticket correctly represents the location of delivery and the product purchased.

Applicant agrees that any claims concerning quality control, or compliance with the product specification, shall be waived unless written notice of such, claim shall be delivered to **SOLID ROCK READY MIX**, by certified mail at address on its invoice, within seven (7) days of receipt of such product by Applicant.

SOLID ROCK READY MIX may at any time, assign its right for payment hereunder.

| Print Name of Person Signing | Authorized Signature | Title |
|------------------------------|----------------------|-------|
| Print Name of Person Signing | Authorized Signature | Title |



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PERSON GUARANTY OF BUSINESS CREDIT

For value received, each of the undersigned hereby, personally and individually, guarantees payment when due of all indebtedness now due or which may become due by Applicant to SOLID ROCK READY MIX Inc. even though from time to time there may be no indebtedness owing by Applicant. This person's guaranty is unlimited in the amount and shall apply to all balance arising from sale to Applicant.

Each of the undersigned waives all notices with respect to this guaranty and waives acceptance of this guaranty by SOLID ROCK READY MIX.

Each of the undersigned hereby subordinates any indebtedness owed to undersigned by Applicant and any right of subrogation or contribution against Applicant or any other guarantor until all indebtedness has been paid and satisfied in full. Each undersigned agrees to pay all cost of collection, including but not limited to, attorney's fees should the account be place for collections.

| Print Name | Signature of Individual Guarantor |
|------------|---|
| Date | Social Security # |
| Print Name | Signature of Individual Guarantor |
| Date | Social Security # |
| | |
| | |
| | (A facsimile version of this application will be considered as the original |