

CORNERSTONE CONCRETE

Cornerstone Ready Mix Concrete LLC
1502 Stephens Road
North Augusta, SC 29860
TELEPHONE: 803-279-9015
FAX: 803-279-9017
office@cornerstoneconcrete.net

CREDIT APPLICATION

Exact Legal Business Name: _____ Date: _____

Telephone No.: _____ Established: _____
(MO, YR)

Mailing Address: _____
(P.O.Box, Street Address) (City, State) (Zip Code) (County)

Physical Address: _____
(Street Address) (City, State) (Zip Code) (County)

Principals:

Name: _____ Address: _____ Tel: _____

Name: _____ Address: _____ Tel: _____

Name: _____ Address: _____ Tel: _____

Accounts Payable Contact: _____
(Name) (Title)

Email: _____ Phone: _____ Fax: _____

Type of Entity: Corporation: _____ Sole Proprietorship: _____
Prime Contractor Sub-Contractor

Purchase Order Number required: ___ Yes ___ No

Type of work: Highway Contractor Commercial and/or Industrial Contractor
(Please circle) Residential Contractor Commercial Firm doing own work
Residential owner doing own work

Tax Status: Taxable Non-Taxable (If non-taxable, please include
copy of ST-9 Form)

Project Name: _____

Location: _____

Bank Accounts

Construction Loans: _____ Bank Officer: _____

Business Account: _____ Bank Officer: _____

Other Accounts: _____ Bank Officer: _____

TRADE REFERENCES

NAME: _____ **TEL:** _____ **ADDRESS:** _____
(Concrete Supplier)

Fax: _____

NAME: _____ **TEL:** _____ **ADDRESS:** _____
(Supplier of Major Products)

Fax: _____

NAME: _____ **TEL:** _____ **ADDRESS:** _____
(Supplier of Major Products)

Fax: _____

NAME: _____ **TEL:** _____ **ADDRESS:** _____
(Supplier of Major Products)

Fax: _____

The undersigned represents that he is duly authorized to make this application on its behalf

This application is made for the purpose of inducing Cornerstone Ready Mix Concrete LLC to extend credit to applicant on a regular basis for the purchase of building materials, whether ordered orally or in writing, and applicant agrees to pay all invoices or statements of account promptly when due. A finance charge of 1 ½% per month (18% PER ANNUM) charged on all past due accounts. Should it become necessary for the creditor to place this guaranty with an attorney for collection, suit or other legal action, I/we hereby agree to pay all costs of collection, including reasonable attorneys fees on the unpaid account balance., and applicant agrees to notify Cornerstone Ready Mix Concrete LLC of any changes in its form of business organization.

This _____ day of _____, 20 _____

Applicant: _____ Officer/Agent _____

PERSONAL GUARANTY

In consideration of an extension of credit by Cornerstone Ready Mix Concrete LLC (hereinafter referred to as "Creditor") to _____ (hereinafter referred to as the "Company", the undersigned personally guarantee(s) payment of any and all obligations due creditor by the company upon demand whenever the company shall fail to pay same when due.

This is a continuing and irrevocable guaranty and indemnity for such indebtedness as the company may incur with creditor and it is further understood and agreed that there is no limit to my/our personal liability under this guaranty. Neither death nor disability shall revoke this guaranty, but same shall remain in full force and effect until my/our Executors or administrators shall have given notice in writing to make no further advances on the security of this guaranty, and until such notice shall have been received and acknowledged by the creditor.

Should it become necessary for the creditor to place this guaranty with an attorney for collection, suit or other legal action, I/we hereby agree to pay all costs of collection, including reasonable attorneys fees on the unpaid account balance.

I/we do hereby waive notice of acceptance, notice of non payment or default and notice of protest with respect to the obligation covered hereunder.

IN WITNESS WHEREOF, I/we execute this guaranty at _____

South Carolina on the _____ day of _____, 20 _____

GUARANTOR _____

Print

WITNESS _____

Print

GUARANTOR _____

Print

WITNESS _____

Print

GUARANTOR _____

Print

WITNESS _____

Print

GENERAL TERMS AND CONDITION OF SALE

The seller reserves the right to terminate this contract if the project is delayed more than ninety (90) days from the original planned start date.

All invoices for materials purchased shall be due and payable on the 10th of the month following the month of delivery. Any discount listed shall be voided unless account is paid in full by this day. Net 30 days. Interest at the rate of 1 ½% per month will be charged on past due invoices. All cost of collection incurred by the Seller, including attorney's fees to be paid by Buyer.

The Seller agrees to make all deliveries at the best production rate within its ability. The Seller will not, however, be responsible for failure to make delivery when prevented by strikes or other labor troubles, accidents or necessary repairs to machinery, by fire, flood or other adverse weather conditions, by inability to procure transportation, electrical power, coal, or other materials or machinery, by Government regulations, requirements, or orders, by acts of public enemies, mobs or rioters, by acts of God, or by any other causes beyond the Seller's control. The Seller reserves the right to refuse to make deliveries when it believes delivery unsafe or impracticable by reason of any existing or threatened strikes, lockout, boycott, picketing or other labor dispute. Reasonable notice is required for all deliveries.

Quoted prices are based on full loads during working hours which are from 7:00 a.m. to 5:00 p.m. Monday thru Friday. Prices for unusually early or late delivery during the week or for Saturday, Sunday, or Holidays will be given on request. A delivery charge will be made for loads of less than five yards except for one "finish-up" load. When ready mixed concrete is to be delivered to places other than paved streets, the Purchaser agrees to provide roadways or approaches permitting access of trucks to point of delivery under their own power. The Seller reserves the right to stop deliveries in the event such roadways are not provided until conditions are remedied. When "Beyond Curb or Lot Line" delivery is specified, damages to sidewalks, inside driveways, buildings, trees, shrubbery, or other property are at Purchaser's risk, and Purchaser agrees to indemnify and hold harmless the Seller against all liability. Purchaser is also responsible for loss and expense incurred as a result of such delivery, including damage to the Seller's equipment and loss of time or other expense incurred.

Purchaser will be given one hour in which to unload the concrete. Beyond this time, a charge will be based on a rate of \$85 per hour. Ready mixed concrete ordered and delivered by mistake or in excess of requirements cannot be returned for credit. Prices and quantities are based on the wet volume at the time of discharge from the delivery truck.

The Purchaser's exceptions and claims shall be deemed waived unless made in writing within 48 hours from the time of delivery. The Seller shall be given full opportunity to investigate them. The Seller's liability shall in no event exceed the purchase price of the materials against which the claim is made. The minimum batch size of ready mixed concrete to be sampled and tested is four (4) cubic yards.

Cement and aggregates are guaranteed to meet the applicable specifications. The Seller does not assume responsibility for any further guarantee unless made specifically in writing and attached to and made a part of this Quotation. The compressive strength of this concrete is based on 28 day laboratory moist curing results at 73.4 degrees +3 degrees F. When the compressive strength of the concrete is to be guaranteed by the Seller, the proportions shall be set or approved by the Seller and shall be such that when the concrete is tested, as required by ASTM specification C94, it shall meet the applicable requirements of that specification.

The Seller is not responsible for the slump, strength, or quality of any concrete to which water or any other material has been added by the purchaser, his agent, or at his request.

If any admixture, not regularly used and recommended by the Seller, are required by the Purchaser, they shall be furnished by the Purchaser unless otherwise agreed upon. The Purchaser agrees to be exclusively responsible for the effect of such admixtures on the concrete. If the Purchaser's product is added, an additional charge will be made to the price of the concrete.

The Purchaser reserves the right at his expense to install the representative at the loading plant of the Seller and to check the design, testing, inspection and loading of materials covered by this contract. The Purchaser shall assume the expense of the design, testing, and inspection of the concrete and its ingredients. When the strength of concrete is used as a basis for acceptance, the Seller shall be entitled to copies of all test reports in a timely manner.

Test for slump and air content shall be made in accordance with procedures listed in the current ASTM Specifications. Any rejection of concrete on the basis of deviations in slump or air content from limits designated in the contract shall be at the time of delivery. Acceptance of delivery by the Purchaser shall constitute waiver of any claim based on allegations of violation of requirements for these properties.

Sale and delivery of the listed materials are made solely on the terms and conditions contained herein, notwithstanding any contrary provisions contained in purchase orders, subsequently received by the Seller and notwithstanding failure by Purchaser to execute and return this contract to Seller.

APPLICANT _____ OFFICER/AGENT _____