



P.O. Box 210189
 Montgomery, AL 36121-0189
 (334) 272-8200 • Fax (334) 396-7728
 Email: creditapp@constmat.com

FOR INTERNAL OFFICE USE ONLY:

Sales # _____

Credit Line _____

Approved by _____

www.constructionmaterialslltd.com

CREDIT APPLICATION

Company Name (Applicant) _____

Business Address _____

Mailing Address (If different) _____

Phone _____ Fax _____ Email Address _____

Parent Company Name (If Applicable) _____

Type of Business _____ No. of Employees _____

Year Business Started _____ Annual Sales _____ Tax Exempt Certification No. (If applicable) _____

Type of Organization: Private Corporation General Partnership Individual Ownership Limited Liability Company
 Public Corporation Limited Partnership Joint Venture Other _____

Have you been a previous customer of Construction Materials? Yes No If Yes, Name used _____

Credit Limit Requested _____

PRINCIPALS (Owners, officers, partners or other persons with authority to act on behalf of Applicant)

Name	Position	Home Address	Home Phone
(1) _____	_____	_____	_____
(2) _____	_____	_____	_____
(3) _____	_____	_____	_____

BANKING REFERENCES

Bank	Contact	City/State	Phone	Account No.
(1) _____	_____	_____	_____	_____

TRADE REFERENCES (LIST AT LEAST 3)

Name	Phone	Fax	Email Address
(1) _____	_____	_____	_____
(2) _____	_____	_____	_____
(3) _____	_____	_____	_____

The **Applicant** and all individuals guarantors, by authorized signatures below, represent that the undersigned have read and understand all of the terms and conditions of the CREDIT AGREEMENT on the reverse side of this CREDIT APPLICATION and incorporated herein by reference, and further certify that the information supplied in this CREDIT APPLICATION is true and correct. Upon approval of this CREDIT APPLICATION by Construction Materials, Inc., as indicated by authorized signature at the top of this CREDIT APPLICATION, a line of credit will be established in favor of **Applicant** for the sole purpose to purchase on open account from Construction Materials, Inc., in accordance with the terms and conditions of the CREDIT AGREEMENT. The undersigned hereby expressly authorizes Construction Materials, Inc. and/or its successors or assigns permission and authority to obtain credit reports on the Buyer at any time, including without limitation following the Buyer's default under the terms of this agreement.

Signature: _____

Print Name: _____ Title: _____ Date: _____

PAYMENT UNDER ANY CREDIT LINE APPROVED HEREIN IS INDIVIDUALLY GUARANTEED BY THE PERSONS LISTED BELOW:

(1) Signature: _____ Print Name: _____ Date: _____

Home Address: _____ SS# _____

(2) Signature: _____ Print Name: _____ Date: _____

Home Address: _____ SS# _____

THIS APPLICANT INCLUDES AND INCORPORATES THE CREDIT AGREEMENT ON THE REVERSE SIDE OF THIS DOCUMENT

CREDIT AGREEMENT

TERMS AND CONDITIONS GOVERNING SALES MADE ON OPEN ACCOUNT

If an Account is opened pursuant to the Credit Line approved on the CREDIT APPLICATION on the reverse side of this CREDIT AGREEMENT and incorporated herein by reference, and if Construction Materials Inc. (hereinafter "Seller") sells materials, on credit under such Account, to the Applicant named in the CREDIT APPLICATION (hereinafter "Buyer"), Buyer and its guarantors agree that the following terms and conditions shall apply to and in consideration for such sales:

1. Authorized Sales:

(a) Buyer agrees that Seller may reasonably rely upon all orders or representations of persons representing themselves to be Buyer's authorized agents with authority to make purchases under any Account opened and maintained pursuant to this CREDIT AGREEMENT, unless Buyer provides Seller a written list of authorized agents that does not contain the name of such person.

(b) Buyer acknowledges that nothing herein obligates Seller to sell construction materials to Buyer under any particular order placed by Buyer, unless and until Seller expressly accepts the order in writing.

2. Guarantors and Partners: All guarantors named in the CREDIT APPLICATION and all general partners of the Buyer agree to be bound by the terms and conditions set forth herein and further agree to be jointly and severally liable for all amounts owed under any Account opened and maintained pursuant to this CREDIT AGREEMENT.

3. Billing and Payment:

(a) Buyer agrees to pay all invoices net no later than the 10th of the month following month of invoice.

(b) Buyer agrees to pay a service charge on all balances not paid by the 15th of the month following the month of invoice, to accrue at 1½% per month (18% annually) or, alternatively, at the maximum commercial rate allowable under governing state law at the time the charges are incurred.

(c) Buyer agrees to pay all expenses, including, but not limited to, reasonable attorneys' fees, incurred in connection with any attempts or actions by Seller to collect amounts owing or to enforce any rights existing hereunder.

(d) Seller reserves the right to withdraw credit privileges or otherwise place the Account on hold at any time.

(e) There shall be a \$20 service charge on all returned and/or dishonored checks.

(f) Buyer acknowledges that, due to changing costs, non-firm price quotations given by Seller may be changed without notice at any time.

(g) If the financial condition of Buyer or if other circumstances existing at any time are such as to give Seller, in its judgment, reasonable grounds for insecurity concerning Buyer's performance of its obligations hereunder, Seller may at its sole option cancel the order, suspend delivery of materials, and/or require full or partial payment in advance of delivery.

4. Delivery of Materials:

(a) Buyer agrees to call for and accept delivery of materials ordered no later than 30 days after an order has been placed and accepted by Seller, and further agrees that its liability for payment of materials begins upon acceptance by Seller of the order.

(b) If materials are to be delivered by Seller, the delivery site must be accessible and traversable by Seller's delivery truck. Accessibility shall be determined solely by Seller's delivery driver. In the event that the delivery site is inaccessible or untraversable, Buyer agrees to furnish, at its own costs, all work, labor and/or equipment necessary to have the materials delivered to the delivery site. In the event delivery is demanded over the driver's objection, Buyer agrees to pay all costs incurred in the removal of said delivery vehicle from the delivery site.

(c) It is Buyer's responsibility to unload materials at the delivery site. If Seller's delivery driver assists Buyer, Buyer agrees that such employee is acting solely at the instruction of the Buyer and Buyer agrees to hold Seller harmless and indemnify Seller for any and all damages and liabilities incurred as a result of such use and control of Seller's personnel.

(d) Buyer hereby authorizes Seller to deliver materials to the delivery site and agrees to have an agent present to accept delivery of the materials. Buyer hereby authorizes anyone present at the delivery site to accept delivery of the materials. However, in the event that no agent is present and unless otherwise agreed in writing, Buyer authorizes Seller to leave the materials and delivery ticket at the delivery site even when no one is present at the delivery site. Buyer agrees that upon delivery of the materials as provided for herein, the materials become the sole responsibility of the Buyer and all risks of loss and liability transfer to Buyer.

5. Acceptance/Rejection of Materials: Buyer agrees to inspect the materials immediately upon delivery to the delivery site and prior to using or incorporating the materials into any project. Notice of rejection of materials and/or of any alleged nonconformity or defect (collectively "nonconformity") of the materials must be made in writing and delivered to Seller within 24 hours of delivery of the materials. Such notice must state the basis of the rejection and/or any alleged nonconformity of the materials, and also must describe with particularity any portion of the shipment that is alleged to be nonconforming and/or is being rejected. Seller shall have the right to make an on-site inspection of any such materials. Unless Buyer timely gives such notice, Buyer will be deemed to have accepted the materials and agreed that they are without any nonconformity.

6. Limits on Liability: In no event shall Seller be liable for:

(a) Damages for Seller's failure or inability to perform or for delays in performance resulting from the failure of the Buyer to schedule sufficient lead time or resulting from fires, strikes, accidents, shortages of raw materials or fuels, or other causes beyond Seller's control; or

(b) Damages for nonconforming materials resulting from errors in plans or specifications where such errors are not caused by Seller or resulting from changes made to plans or specifications, unless Seller is notified in writing prior to the Seller's ordering of materials at the request of Buyer.

(c) Any incidental or consequential damages under any circumstances.

(d) The parties agree that these limitations are Abargained for @ term that is an essential part of their transactions and is reflected in the price of the seller=s materials.

7. Default Remedies:

(a) In the event of Buyer=s default under this CREDIT AGREEMENT, Seller=s exclusive remedies are:

(i) Seller may recover the purchase price of any materials delivered.

(ii) If Seller suspends delivery or if Buyer wrongfully rejects or revokes acceptance of materials, Seller may recover damages measured by the difference between the market price at the time and place of delivery and the purchase price; except, if the materials are resold by Seller, damages shall be measured by the difference between the net resale price and the purchase price.

(iii) Any other remedies of Seller expressly provided for elsewhere herein or by applicable law, including but not limited to lien rights.

(b) In the event of Seller=s default under this CREDIT AGREEMENT, Buyer=s exclusive remedies are:

(i) Seller, at Seller=s sole option, will replace any properly rejected or nonconforming materials or will accept a return of such materials and will refund any purchase price paid for any such properly returned materials.

(ii) If Seller wrongfully fails to deliver materials, Buyer may recover the difference between the market price at the scheduled delivery time and place the purchase price.

(c) The parties=s remedies are limited to those remedies expressly provided for herein. All other remedies not states herein are expressly excluded.

8. WARRANTIES AND EXCLUSION OF WARRANTIES:

(a) Seller warrants only that the materials sold under this CREDIT AGREEMENT conform to the description on the face of the relevant delivery ticket and/or purchase order, and are reasonably free of defects in materials or workmanship at the time of delivery. Seller EXPRESSLY EXCLUDES ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AND ANY OTHER WARRANTIES OF ANY NATURE, EXCEPT CONTAINED HEREIN.

(b) Buyer hereby expressly assumes responsibility for selection of the materials described, including the dimensions of the materials, and warrants that Buyer was not relying on any superior knowledge, advice or recommendations of Seller.

9. Integration and Modification:

(a) The terms of this CREDIT AGREEMENT are intended by the parties as the final expression of their agreement with respect to its terms and this CREDIT AGREEMENT is intended to be a complete and exclusive statement of its terms.

(b) This CREDIT AGREEMENT may be modified or rescinded only by a writing signed by both of parties or their duly authorized agents.

(c) In the event the terms as stated herein differ in whole or in part from those on an invoice or purchase order, then the parties agree the terms herein shall control.

(d) Buyer's addition to or variance of the terms herein shall be deemed a counteroffer and of no effect unless accepted and initialed by Seller in writing.

10. Assignment: No rights of Buyer hereunder or arising out of any sale may be assigned without the express written consent of Seller, which consent shall not be unreasonably withheld. Buyer agrees that no assignment of rights will release Buyer from its obligations under this CREDIT AGREEMENT, unless such a release is expressly stated in Seller's written consent.

11. Venue and Jurisdiction. The parties agree that proper venue and jurisdiction in any action to enforce the terms of this Agreement shall be, at the option of the Plaintiff, Montgomery, Alabama; Pensacola, Escambia County, Florida; any place where the materials are delivered or used. Regardless of where the action is brought, the parties agree that Florida law shall govern.

12. Buyer as Trustee of Funds. Buyer agrees that it shall be a fiduciary and Trustee of all funds received by Buyer, regardless of source, in payment (in whole or in part) for materials provided by Seller, and that such funds are to be promptly remitted to Buyer as the intended beneficiary of such Trust. Nothing in this paragraph or elsewhere, however, shall be deemed to condition to the rights of the Seller to payment on payment being received by the Buyer.

Initial _____