



Customer#_____

[illegible]

If you wish to return via mail:

Credit & Collections
11011 Cody Street, Ste 150
Overland Park, KS 66210

(O)913-345-2030

Email Angela.Ore@ashgrove.com

APPLICATION FOR CREDIT

NOTE: Failure to complete application completely & legibly will cause a delay in processing. Unsigned or altered applications will not be accepted.

Type of Account applying for: _____ **Business** _____ **Personal**

Name			
d/b/a			
Federal Tax ID No		DUNS No	
Physical Address			
Billing Address			
Date of Application		CRH Account Manager	

INDIVIDUALS, OWNERS, PARTNERS, MEMBERS, OR OFFICERS:

1	Name: _____ Home Address: _____ City: _____ State: _____ Zip: _____ Email: _____	Title: _____ Soc Sec No: _____ Personal Phone: _____ No of Years assoc. w/company: _____
2	Name: _____ Home Address: _____ City: _____ State: _____ Zip: _____ Email: _____	Title: _____ Soc Sec No: _____ Personal Phone: _____ No of Years assoc. w/company: _____
3	Name: _____ Home Address: _____ City: _____ State: _____ Zip: _____ Email: _____	Title: _____ Soc Sec No: _____ Personal Phone: _____ No of Years assoc. w/company: _____

**Corporate Parent's Name
& Address**

CRH OFFICE USE ONLY

APPLICATION REVIEWED BY

APPLICATION ACCEPTED AND APPROVED BY

INITIAL CREDIT LIMIT ESTABLISHED

POSITION OF APPROVER

DATE APPROVED _____

SUBSEQUENT ADJUSTMENTS TO CREDIT LIMIT

NEW CREDIT LIMIT

APPROVED

DATE _____

NEW CREDIT LIMIT

APPROVED

DATE _____

EMAIL Invoices ____ YES ____ NO "If" YES please provide email address Invoice Email Address _____ AP Contact: _____ Phone: (____) ____ - ____ Fax: (____) ____ - ____ AP Email: _____ Contractor's License No.: _____ State Sales Tax No: _____ City Sales Tax No: _____ <i>Please provide copies of Sales Tax Exemption Certificates/Permits</i> Type of Business: _____	Purchase Order Required? Y N Tax Exempt? Y N If yes, please attach certificate	CREDIT LIMIT REQUESTED \$
	CHECK ONE: ____ Individual ____ Partnership ____ Corporation ____ L. L. C. ____ Other (explain)	Financial Statements must accompany Credit Limit Requests greater than \$25,000 <i>Please include Copies of organizational documents</i>
	MATERIAL/SERVICE NEEDED: ____ Ready-Mix ____ Sand ____ Gravel ____ Crushed Stone ____ Landfill ____ Transportation ____ Other (explain)	How long have you operated under this name?

BUSINESS REFERENCES

1	Present Material or Ready Mix Supplier Name: _____ Address: _____ City: _____ State: _____ Zip: _____	Phone: _____ Email: _____ Contact: _____ Acct No: _____
2	Other Business Reference Name: _____ Address: _____ City: _____ State: _____ Zip: _____	Phone: _____ Email: _____ Contact: _____ Acct No: _____
3	Other Business Reference Name: _____ Address: _____ City: _____ State: _____ Zip: _____	Phone: _____ Email: _____ Contact: _____ Acct No: _____
4	Bank Reference Name: _____ Address: _____ City: _____ State: _____ Zip: _____	Phone: _____ Email: _____ Contact: _____ Acct No: _____
5	Bank Reference Name: _____ Address: _____ City: _____ State: _____ Zip: _____	Phone: _____ Email: _____ Contact: _____ Acct No: _____

OTHER INFORMATION

List by address all real property owned by the entity

1. _____
2. _____
3. _____

List by address and owner all real property owned by partners, members, owners or officers:

1. _____
2. _____
3. _____

Have you, or any officer, ever had an account with any CRH Americas Materials company before? **YES NO** If so, when? _____

Under what name?

Have you, or any officer, within the past 10 years, filed personal or corporate bankruptcy? **YES NO**

If so, when?

Under what name?

Has the Applicant ever been in business under any other name? **YES NO**

Under what name?

How long was it an active business?

Initial Projects to be supplied on credit

Project Name _____

Funding Source _____

Project Address _____

Bonded Job? **YES NO**

Owner _____

Include copy of bond

Project Name _____

Funding Source _____

Project Address _____

Bonded Job? **YES NO**

Owner _____

Include copy of bond

TERMS AND CONDITIONS:

1. **Enforceability/Authorization for Credit Review** – Applicant is submitting this application for credit from a member or members of the CRH Americas Materials, Inc. group of affiliated companies referred to collectively or singly hereinafter as “CRH” as appropriate to the context. The terms and conditions herein are enforceable by each of the CRH companies granting credit to Applicant pursuant to this Application For Credit. Applicant hereby authorizes CRH to obtain any and all information it deems necessary from any and all sources or references listed on this Application for Credit and from any credit bureau, creditors of Applicant, trade references, banks or other financial institutions. Applicant further authorizes each of such sources, references, credit bureaus, creditors, banks and financial institutions to supply CRH such information as CRH deems necessary to assist it in its consideration of this Application.

2. **Payment Terms** -- If this Application is accepted, Applicant agrees to pay in full the invoice price of all purchases now or hereafter made from CRH promptly when due according to the terms set forth on each invoice. If the total invoice price is not paid in full on or before the due date, Applicant agrees to pay interest on the unpaid delinquent balance. This interest will be calculated at the rate of one and one-half percent (1½%) per month (annual percentage rate 18%) or the maximum rate allowed by law, whichever is less. If Applicant should fail to fulfill any of its obligations under this

_____ **initial**

Agreement, or if CRH in good faith deems itself insecure because the prospect for payment is impaired or the prospect of performance of any provision of this Agreement is impaired, or if a default occurs for any other reason provided in this Agreement, then CRH, at its option and without notice, may declare the entire unpaid balance owed by Applicant under this Agreement to be immediately due and payable, or terminate the credit privileges of Applicant under this Agreement, or both. Applicant agrees to pay in full all costs and expenses incurred by CRH in collecting the amounts owed by Applicant under this Agreement, including any and all court costs and attorneys' fees. Payments received will be applied against open items on unpaid invoices in an order and sequence determined by CRH in its sole discretion. *Checks returned unpaid by your bank are automatically deposited a second time in an effort to clear your payments before they are returned to CRH. Returned checks regardless of the reason, are subject to a service charge in an amount not to exceed applicable law.*

3. **Venue and Applicable Law** -- Applicant acknowledges that all billings, accounts receivable, and credit functions of CRH are processed either through (i) the division or branch office from which Applicant makes purchases on credit pursuant to the credit granted hereunder; (ii) CRH Americas Materials, Inc. or any member of the CRH group of affiliated companies; or (iii) any other CRH related administrative entity. Therefore, in the event of litigation between Applicant and CRH, the lawsuit or action, at the sole option of CRH, shall take place in the court located within any State having proper jurisdiction, and Applicant hereby waives its right to litigate in any other court. It is also agreed that the laws of the State in which the CRH entity granting credit hereunder is located shall govern the interpretation of this Agreement.

4. **Credit Discretion** -- Notwithstanding any term or condition herein to the contrary, this agreement shall not be construed as imposing any obligation on the part of CRH to furnish credit in any amount, and CRH in its sole discretion, may terminate or limit credit privileges of Applicant without prior notice to Applicant. The exercise of this discretion shall be in addition to any other right or remedy which CRH may have pursuant to this Application for Credit, or pursuant to applicable law.

5. **Default** -- The occurrence of any of the following events shall constitute default under this Agreement: (a) Applicant fails to fulfill any obligation of this Agreement or to perform, or rectify the breach of any warranty or other undertaking by Applicant in this Agreement; (b) Applicant, or a guarantor of Applicant's indebtedness under this Agreement, dies, terminates existence, abandons its business, becomes insolvent, bankrupt, becomes subject to receivership, insolvency, or similar proceedings, or makes an assignment for the benefit of creditors; (c) Any information or other representations now or hereafter made or furnished to CRH by Applicant or at Applicant's request or instructions is, or is believed in good faith by CRH to be, inaccurate, incomplete, or false in any material respect; (d) Applicant violates or breaches any provision of this Agreement; (e) Any collateral which is security for Applicant's indebtedness under this Agreement is lost, suffers material damage or destruction, is levied upon, becomes subject to a receivership, or cannot be located within five days after CRH demands to inspect the same; (f) Any other event which causes CRH, in good faith, to deem itself insecure or to believe that the prospect of performance of any provision of this Agreement by Applicant is impaired.

6. **Problem Material** -- Applicant acknowledges that CRH accepts no responsibility for the installation or placement of any materials furnished by CRH, unless those materials are installed by CRH personnel pursuant to a written subcontract or other written agreement. Any defect in project design or installation, and any misuse or failure to properly maintain any installation of CRH's materials voids any and all warranties (express or implied) by CRH, except warranty of title. All materials furnished by CRH must be inspected by Applicant, and any claimed defect or non-conformity must be communicated to CRH in writing within five (5) days after Applicant receives the materials which is claimed to be defective.

7. **Invoices** -- All payments for materials furnished by CRH shall be made upon the basis of materials delivered (or picked up) as shown by CRH's delivery ticket(s), whether signed by Applicant or not, and by CRH's delivery records. For materials purchased, Applicant will receive invoices from CRH showing amounts delivered and payments due. Failure on the part of Applicant to dispute in writing the accuracy within 20 days after its initial receipt constitutes agreement to the correctness of the invoice and acceptance of the materials covered by the invoice. Payment to CRH shall be due pursuant to invoice terms, and is not contingent upon Applicant's receipt of payment or approval from any third party.

8. **Sales and Use Tax** -- Applicant agrees that in the event CRH is to pay sales, transaction privilege, or use taxes to the taxing authority of any State or political subdivision thereof in connection with any sale of tangible personal property or other items or materials to Applicant, Applicant will, upon demand, reimburse, indemnify and hold harmless CRH for the amount of any such tax paid, and for the amount of all costs or attorneys' fees incurred by CRH in contesting such tax.

9. **Waiver** -- CRH may, at its option, permit Applicant to remedy any default under this Agreement without waiving the default so remedied or any other subsequent or prior default by Applicant, Applicant waives notice of default of this Agreement and waives presentment, demand, protest and notice of dishonor as to any instrument.

10. **Binding Agreement** -- This Agreement shall inure to the benefit of the successors and assigns of CRH, and shall be binding upon Applicant's heirs, legatees, devisees, personal representatives, successors and assigns.

_____ initial

11. **Corporate Authority and Liability** -- Applicant warrants and represents that it has authority to enter into this Agreement and that any person signing this Agreement has been duly authorized to execute this Agreement for and on behalf of Applicant. Applicant acknowledges that CRH is relying upon the creditworthiness and financial ability of the owner(s) and upon the business name of Applicant; therefore, the owner(s) of Applicant shall be liable to CRH for all indebtedness of Applicant then existing and thereafter incurred.

12. **Accuracy of Information** -- Applicant certifies that any and all information now or hereafter supplied to CRH by Applicant, or at Applicant's request or instruction, is both accurate and complete, and Applicant will, upon request, establish the accuracy and completeness of any such information. Applicant shall promptly notify CRH if Applicant should change its name or begin to do business under any other name. Applicant shall promptly notify CRH if Applicant should incorporate or organize its business at any time subsequent to the date of this application.

13. **Provisions of Information** -- Applicant is required to provide CRH upon request information regarding bonding companies, general contractors, or owners for the purpose of filing preliminary notices, claims on payment bonds, or mechanics and materialmen's liens.

14. **Modification of Terms** -- The terms of this Agreement may be modified or amended by CRH at any time upon thirty (30) days notice to Applicant in the invoices, or otherwise.

15. **Additional Provisions** -- (a) The rights and remedies of CRH stated in this Agreement are cumulative and are in addition to any other rights or remedies provided by law. This Agreement shall not be binding upon CRH or inure to the benefit of Applicant until written acceptance by CRH. In the event that Applicant requests the extension of credit through subcontract or other work to be furnished by CRH, any such agreement shall be in writing. In that event, that subcontract or other agreement shall be subject to the terms of this Credit Application, and in the event of conflict, the terms of this Credit Application shall govern over any inconsistent term. (b) Applicant agrees that CRH shall have the right to set off any amounts which may become payable by Applicant (or any of its affiliates if Applicant is a corporation, partnership, or limited liability company) to CRH arising, either directly or indirectly, from the granting of credit to, and the establishment of an account for, Applicant hereunder against any amounts which CRH may owe to Applicant whether arising from the credit granted hereunder or under any contract, subcontract, purchase order, or other agreement(s) between Applicant and CRH or CRH's parent and affiliate corporations. (c) The undersigned Guarantor(s) does hereby absolutely and unconditionally guarantee the prompt payment of any and all indebtedness of Applicant now existing or hereafter incurred without requiring CRH to first proceed with collection proceedings against the Applicant. (d) Applicant acknowledges and agrees that in the event CRH terminates Applicant's credit account for whatever reason, CRH shall have the right, at its option, to terminate or suspend performance of any contracts, subcontracts, purchase orders, or other agreements to which Applicant (or any of its affiliates if Applicant is a corporation or limited liability company) and CRH are parties thereto without liability therefore. (e) Applicant acknowledges and agrees that any and all funds paid to Applicant for any work or materials supplied by CRH shall be held by Applicant in trust for the payment of Applicant's indebtedness to CRH. Neither Applicant, nor any person claiming under or through Applicant, shall have any legal or equitable interest or ownership rights of any nature in funds held in trust unless and until the purpose and intent of such trust is fully discharged. The holding of funds in trust shall be for the sole benefit and protection of CRH, and no third party shall have any rights in such funds as a beneficiary or otherwise. (f) Applicant acknowledges and agrees that CRH shall have the continuing right at any time to request and receive from Applicant (i) payment assurances of Applicant's outstanding account balance; and (ii) updated financial information for the credit privileges extended hereunder.

16. **THE FEDERAL EQUAL CREDIT OPPORTUNITY ACT:** The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract), because all or part of the applicant's income derives from any public assistance program, or because the applicant has in good faith exercised any right under the consumer credit protection act. The federal agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580.

CRH MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE ON ANY PRODUCTS SOLD TO APPLICANT. ANY DEFECTS CAUSED BY IMPROPER USE, DESIGN, INSTALLATION, OR MAINTENANCE VOID ANY AND ALL WARRANTIES EXPRESSED OR IMPLIED, AND WHICH OTHERWISE APPLY. IT IS AGREED THAT CRH SHALL NOT BE RESPONSIBLE FOR ANY DAMAGES WHICH EXCEED THE INVOICE PRICE OF ANY MATERIALS WHICH ARE DETERMINED TO BE DEFECTIVE OR NON-CONFORMING.

_____ initial

Applicant hereby states that all the information provided herein is true and correct and has read and hereby agrees to the terms and conditions listed above on this Application for Credit.

WITNESS INFORMATION REQUIRED BELOW	Account Name:
Witness Signature	Authorized Signature
Witness Printed Name	Signer Printed Name
Witness Full Home Address	Company Position Held by Signer
Witness Signature	Guarantor Signature
Witness Printed Name	Guarantor Printed Name
Witness Full Home Address	Guarantor Full Home Address
Witness Signature	Guarantor Signature
Witness Printed Name	Guarantor Printed Name
Witness Full Home Address	Guarantor Full Home Address

**PLEASE PROVIDE COPY OF DRIVER'S LICENSE
FOR AUTHORIZED SIGNER AND GUARANTOR.**

Credit & Collections
11011 Cody Street, Ste 150
Overland Park, KS 66210

Notice of confidentiality

This facsimile may contain information that is privileged and confidential and/or exempt from disclosure under applicable law. This transmission is intended solely for the individual or entity designated below. If you are not the intended recipient, or the employee or agent responsible for delivering it to the intended recipient, you should understand that any distribution, copying or use of the information contained in this facsimile by anyone other than the designated recipient is unauthorized and strictly prohibited. If you have received this facsimile in error, please immediately notify the sender by telephone.

BANK AUTHORIZATION AND RELEASE FORM

I _____ hereby authorize _____
(Account Holder Name) (Bank Name)

To release data pertaining to my accounts held by _____
(Account Name)

to APAC-Central, Inc. "CRH" for credit investigation purposes.

Account Holder Signature

Account Holder Signature

Date

Credit & Collections Dept. Angela.Ore@ashgrove.com