

Concrete Material Supply

One Maritime Plaza, 4th Floor

Phone: 419-214-4343

Toledo, Ohio 43604

Fax: 419-214-4344

APPLICATION FOR CREDIT

The following information must be completed in full, and will be held in strictest confidence.

Applying for credit as: _____ Individual _____ Partnership _____ Corporation

Trade or Corporate Name: _____

Previous Business Name or D/B/A: _____

Address: _____ City, State, Zip _____

Residential address: _____

If less than 2 years, list previous address: _____

Telephone: Business _____ Mobile _____

Fax _____ Email Address _____

Type of Business: _____

Federal Tax Id Number: _____ or Social Security Number: _____

Liability Insurance Carrier: _____ (attach copy)

Partnerships/Corporations: List all Partner(s), Officer(s) and Title(s)

Name

Title

Name

Title

Name

Title

Number of Years in Business _____

THE FEDERAL EQUAL OPPORTUNITY ACT PROHIBITS FROM DISCRIMINATING AGAINST CREDIT APPLICATION ON THE BASIS OF SEX OR MARITAL STATUS. THE FEDERAL AGENCY WHICH ADMINISTERS COMPLIANCE WITH THIS LAW IS THE FEDERAL TRADE COMMISSION.

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REFERENCES

COMPANY BANK REFERENCES

Name of Bank _____

Address _____

Contact Person: _____ Title: _____

Phone: _____

Account Number(s)

Can you provide us with financial statement? Yes ___ No ___ If no, why? _____

Do you have any judgments or repossessions pending against you now or recently? Yes ___ No ___

TRADE REFERENCES

List comparable trade references that you currently have an open account basis:

Name of Company: _____ Phone _____

Address: _____ Fax: _____

Contact Person: _____

Name of Company: _____ Phone _____

Address: _____ Fax: _____

Contact Person: _____

Name of Company: _____ Phone _____

Address: _____ Fax: _____

Contact Person: _____

What is your expected monthly credit request with CMS \$ _____

PERMISSION IS HEREBY GIVEN TO CONCRETE MATERIAL SUPPLY (CMS) TO REQUEST CREDIT INFORMATION FROM THE ABOVE REFERENCES OR ANY OTHER SOURCES.

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CREDIT TERMS

The company applying for credit (referred to as Applicant) agrees to the following credit terms:

1. Terms of this account are net 30 days. The statement cut-off date each week is the last day of the week. Payment for all invoices processed through the end of each week will be due thirty (30) days post billing.
2. Applicant agrees to pay a Finance Charge of 1.5% **per month**, (18% per year) on any payments that are past due. Past due payments are those payments received by CMS after the due date.

Finance charges are calculated as follows:

Daily percentage rate = 18% divided by 365 days = .0005%

Open item amount = amount of unpaid invoice

Finance charge = number days late X daily percentage rate (.0005) X open item amount

3. Applicant agrees to mail all payments so that they are received by CMS by the due date to:
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4. Applicant agrees to notify CMS in writing using the above address, of any changes in ownership in the applicant's company, the name and location of the party responsible for paying the balance on the account at the time of the change in ownership; or of any change in the address where monthly statements are to be mailed.
5. Applicant agrees that if it defaults on the payment of any outstanding invoices, that applicant will pay all reasonable attorney and/or collection fees incurred by CMS for the purpose of collecting payment from applicant.
6. Applicant certifies that there are no judgments or lawsuits pending against applicant as of the date of this agreement in amounts that could materially adversely affect applicant's ability to meet its current obligations.
7. The applicant certifies that the financial condition of applicant's company is satisfactory and the applicant is able to meet all current financial obligations.
8. Applicant agrees that this agreement will be governed by the laws of the state of Ohio.
9. Applicant certifies that the invalidity or unenforceability of any provisions of this agreement shall not affect or impair any other provisions and that the provisions affect shall be reformed to meet the reasonable intent of the invalid provision if possible.
10. CMS reserves the right to establish a dollar credit limit under this agreement.
11. CMS reserves the right to make this account "COD" if applicant fails to make timely payments as outlined in the agreement.
12. CMS reserves the right to maintain, raise or lower credit limit on applicant's account at any time at its (CMS) discretion.
13. CMS reserves the right to terminate this credit agreement at any time. If terminated, CMS may demand immediate payment of balance in full.
14. If after a period of 6-12 months there has been no activity within the account, the account will be closed. In order to re-open the account, we will require a new credit application.

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UNDERSIGNED WARRANTS THE TRUTH AND ACCURACY OF FOREGOING INFORMATION AND ACKNOWLEDGES RECEIPT OF THIS STATEMENT AND UNDERSTAND THE CREDIT TERMS. THE REPRESENTATIVE OF THE APPLICANT AGREES TO ALL CREDIT TERMS AS OUTLINED ABOVE, AND SAID REPRESENTATIVE CERTIFIES THAT HE/SHE IS AN AUTHORIZED REPRESENTATIVE OF APPLICANT WITH BOTH THE POWER AND AUTHORITY TO SIGN THIS AGREEMENT. APPLICANT'S REPRESENTATIVE ALSO ACKNOWLEDGES THAT THIS AGREEMENT REPRESENTS THE COMPLETE CREDIT AGREEMENT BETWEEN CMS (CONCRETE MATERIAL SUPPLY) AND APPLICANT.

ALL SIGNATURES MUST BE SIGNED AS INDICATED FOR APPLICATION TO BE PROCESSED.

SIGNED: OWNER/CORPORATE OFFICER

DATE

PRINTED NAME

PRINTED TITLE

SIGNED: PERSONAL GUARANTOR

DATE

PRINTED NAME OF GUARANTOR