



Credit Application
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 Irving, Texas 75062
 Facsimile: (866) 543-4579
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INTERNAL USE ONLY			
Sales Rep Name			
CRM ID #			
Plant No.	Bus Unit/Sales Org		

BUSINESS CREDIT APPLICATION

INDICATE THE PRODUCT TYPE(S) DESIRED <input type="checkbox"/> AGGREGATES <input type="checkbox"/> CEMENT <input type="checkbox"/> READY MIXED CONCRETE <input type="checkbox"/> ASPHALT <input type="checkbox"/> STABILIZED MATERIALS <input type="checkbox"/> OTHER _____				YOUR COMPANY'S ESTABLISHED DATE		ESTIMATED MONTHLY PURCHASES			
LEGAL COMPANY NAME			TRADE NAME / DBA			FEDERAL ID#			
PHYSICAL ADDRESS				BILLING ADDRESS					
CITY		STATE	COUNTY	ZIP CODE	CITY		STATE	COUNTY	ZIP CODE
TELEPHONE NUMBER		FAX NUMBER		CELL NUMBER		ADDITIONAL INFORMATION			
A/P CONTACT NAME			A/P CONTACT TELEPHONE NUMBER		A/P EMAIL ADDRESS				
E-MAIL ADDRESS TO RECEIVE ELECTRONIC INVOICING IF DIFFERENT FROM A/P EMAIL ADDRESS ABOVE (See paragraph 12 of the General Terms and Conditions of Sale.)									
BUSINESS STRUCTURE: <input type="checkbox"/> SOLE PROPRIETOR <input type="checkbox"/> CORPORATION <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> LIMITED LIABILITY COMPANY (LLC) <input type="checkbox"/> LIMITED LIABILITY PARTNERSHIP (LLP) <input type="checkbox"/> PRIME CONTRACTOR <input type="checkbox"/> SUBCONTRACTOR <input type="checkbox"/> SUB/ SUB CONTRACTOR <input type="checkbox"/> DISTRIBUTOR <input type="checkbox"/> OTHER _____									
EXEMPTION / RESALE NUMBER					IF PURCHASES ARE EXEMPT FROM SALES TAX - A SIGNED EXEMPTION OR RESALE CERTIFICATE MUST BE ATTACHED.				
PURCHASE ORDERS REQUIRED? <input type="checkbox"/> YES <input type="checkbox"/> NO			CONTRACTOR'S LICENSE NUMBER (LOCATION SPECIFIC)		LIST ANY SPECIFIC PURCHASE REQUIREMENTS				
OWNER OR OFFICER					TITLE				
OWNER OR OFFICER					TITLE				
GUARANTORS									
GUARANTOR			SOCIAL SECURITY NUMBER		GUARANTOR			SOCIAL SECURITY NUMBER	
HOME ADDRESS			TELEPHONE NUMBER		HOME ADDRESS			TELEPHONE NUMBER	
CITY		STATE	ZIP CODE		CITY		STATE	ZIP CODE	
TRADE REFERENCE / BANK & BOND INFORMATION									
SUPPLIER TRADE REFERENCE COMPANY NAME		TELEPHONE NUMBER		FAX NUMBER		EMAIL ADDRESS		ACCOUNT # AND/OR CONTACT PERSON	
SUPPLIER TRADE REFERENCE COMPANY NAME		TELEPHONE NUMBER		FAX NUMBER		EMAIL ADDRESS		ACCOUNT # AND/OR CONTACT PERSON	
BONDING COMPANY NAME(S) (IF MULTIPLE ATTACH LIST)		POLICY NUMBER		AGENT NAME		TELEPHONE NUMBER		FAX NUMBER	
IF YOUR COMPANY OR A CONTRACTED HAULER WILL BE PICKING UP PRODUCT AT OUR FACILITY, A CERTIFICATE OF INSURANCE IS REQUIRED									
Purchaser certifies that it is solvent and capable of meeting its obligations hereunder, and that all information provided to Seller (including Purchaser's attached financial statement) is true, accurate and complete. All such information has been submitted for the purpose of obtaining credit. Purchaser and each guarantor authorize Heidelberg Materials US, Inc. and/or any subsidiary or affiliate ("Seller") to request credit reports from credit bureaus (including consumer reporting agencies) regarding their respective commercial or personal credit and otherwise to investigate their respective creditworthiness before extending credit now or at any time in the future. Purchaser also agrees to comply with all applicable bulk sales laws. Purchaser agrees that it has received, reviewed and is in agreement with the Terms and Conditions of Sale, reverse side (or page 2) of the Credit Application and Personal Guaranty.									
Authorized Signature _____			Printed Name _____			Date _____			
PERSONAL GUARANTY									
To induce the extension of credit to Purchaser, Guarantor (jointly and severally, if more than one) hereby guarantees payment of all existing and future indebtedness of Purchaser to Seller, including any cost, expenses, and reasonable attorneys' fees payable as a consequence of Seller's collection efforts. This personal guaranty is absolute, complete, irrevocable and continuing and it shall not be necessary for Seller to give notice to Guarantor of any extension of credit to Purchaser, any renewal thereof, any modification of the terms thereof, of Seller's arrangements with any other Guarantor. Guarantor may by written notice, sent via certified or registered mail, to Seller at its Corporate Headquarters as described above (Attn: Credit Dept.) terminate its guarantee as to any new extensions of credit to Purchaser made more than ten days after such written notice, but Guarantor shall continue to be obligated in respect of any credit extended within ten days after Seller's receipt of such notice and any credit Seller remains obligated to extend Purchaser at the close of business on the tenth day following Seller's receipt of such notice. Guarantor agrees to provide personal information as reasonably requested by Seller.									
Signature _____			Printed Name _____			Date _____			
Signature _____			Printed Name _____			Date _____			
(Spouse's signature is required in the following states AZ, CA, ID, LA, NM, NV, TX & WA)									

GENERAL TERMS AND CONDITIONS OF SALE

1. All references in this document to "Seller" shall include Heidelberg Materials US, Inc. and/or its subsidiaries or affiliates (including any division of the foregoing) performing any or all of the scope hereunder, whether or not specifically identified herein. Buyer agrees that the following terms and conditions will apply to all sales of goods or services ("Sales") by Seller to Buyer and any of its subsidiaries or affiliates.
2. All matters between Seller and Buyer, including venue, will be governed by the laws of the state in which the delivery of goods or services is to occur. All indebtedness due is payable at Seller's office identified in the invoice or billing, unless and until Seller designates a different place of payment. Invoices shall be deemed correct unless contested in writing within seven (7) business days of receipt.
3. Buyer agrees that any terms and conditions appearing on any document submitted by Buyer which are in conflict with (a) the terms and conditions contained herein or (b) any quotation submitted by Seller shall be expressly rejected and shall not constitute terms of any Sales. The terms and conditions of any written agreement signed by Seller and Buyer shall prevail to the extent of any inconsistency with these terms and conditions. Fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend this document.
4. Prices in Seller's quotations are subject to change without notice, and all quotations expire and become invalid if not accepted within 30 days from the date of issue, unless otherwise noted by Seller in writing. Price extensions when made are for Buyer's convenience only, and they, as well as any mathematical or clerical errors, are not binding on Seller. Unless expressly written otherwise, prices shown do not include any sales, excise, or other governmental tax or charge payable by Seller to Federal, State or local authority. Buyer agrees to reimburse Seller for any such tax or to provide Seller with an acceptable and authorized tax exemption certificate. Title and risk of loss to goods shall transfer to Buyer upon Seller's delivery (whether F.O.B. Seller's plant or delivery by Seller at location designated by Buyer).
5. Any order for goods or services by Buyer shall constitute a representation that Buyer is solvent. In addition to Seller's right under the Uniform Commercial Code, if, in the judgment of Seller, Buyer's financial condition at the time of shipment does not justify the terms of payment specified, Seller reserves the right to require from Buyer full or partial cash payment or other adequate assurance of performance before shipment. Seller reserves the right to suspend its performance until such payment or adequate assurance of performance has been received. Seller maintains the right to periodically review and adapt payment terms as necessary and to curtail, modify or eliminate any credit availability or credit limit within its sole discretion. Buyer shall provide Seller all information requested by Seller to prepare and effect any notices required to perfect lien rights under applicable law. Upon request, Buyer shall provide Seller copies of any payment bonds.
6. To secure payment for all purchases from Seller, now and in the future, Buyer hereby grants Seller a continuing security interest in all of Buyer's presently owned or hereafter acquired (a) goods and tangible personal property, (b) rights to payment of cash money, accounts, deposits, and refunds, (c) instruments, (d) promissory notes, (e) Chattel paper (electronic and tangible), (f) documents, (g) books and records, (h) accounts, (i) accounts receivables, (j) equipment, (k) inventory, (l) commercial tort claims, (m) general intangibles, (n) payment intangibles, and (o) software, whether now existing or later acquired, together with all proceeds, substitutions, and all support obligations thereof. Seller's security interest is explicitly limited to outstanding obligations between Buyer and Seller.
7. Buyer agrees to pay Seller all costs and expenses of collection, suit, or other legal action, including all actual attorneys' and paralegal fees, incurred through trial, on appeal, or in any administrative or bankruptcy proceedings brought as a result of the commercial relationship between them. Any cause of action which Seller may have against Buyer may be assigned by Seller. Unless otherwise stated on the invoice or other writing from Seller, payment terms are Net-30 days. Payment is due in the form of cash, cash equivalent, check, or money order. Seller may apply Buyer's payment against any open charges within Seller's sole discretion. On past due accounts Seller may impose a monthly finance charge of the higher of one and one half percent per month or the maximum interest charge permitted by the law governing the account between Buyer and Seller. The finance charge shall continue to accrue after Seller obtains a judgment against Buyer. Seller has the right to exercise setoff or recoupment when needed to satisfy an outstanding debt. All agreements between Seller and Buyer (and any affiliate or subsidiary or Buyer) shall be considered as one single integrated agreement between Seller and Buyer. Buyer agrees to pay reasonable storage fees if materials are stored on Seller's yard more than sixty (60) days after Seller is ready for delivery.
8. Seller will not be responsible for delays in production or delivery for any reason resulting from acts of God, earthquakes, sabotage, fire, flood, strikes, lockouts, other labor issues of any kind, priorities, allocations, limitations or other restraints which affect manufacture or delivery, accidents, war, insurrection, delays in transportation, equipment failure, damage to equipment or facilities, shortage or delays of transportation, fuel, or materials, present or future laws and governmental interference or regulation, or for any other reason beyond Seller's reasonable control. Seller reserves the right to adjust prices due to delays, shortage, or increased costs of materials or transportation.
9. **THE FOLLOWING IS IN LIEU OF ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY OTHER OBLIGATION ON THE PART OF THE SELLER.** Seller warrants that at the time of delivery, the quality of materials and workmanship of Seller's goods or services will conform to the requirements of the specifications set forth in the applicable sales contract(s), quotation, or to Seller's standard manufacturing practice. If Seller's goods or services fail to conform, at time of delivery, to Seller's warranty, Seller's sole and exclusive liability will be, at Seller's sole discretion: (a) to repair or replace the non-conforming goods or services at a reasonable time, F.O.B. Seller's plant, or (b) to refund the purchase price for such non-conforming goods or services. Notice of defective goods or services must be given to Seller immediately upon discovery of the defect, provided, however, that notice of any defect must be given within thirty (30) days from the date of delivery. All scheduled dates are estimated, and in no event shall Seller be liable for any damages resulting from delays in providing goods or services.
10. **SELLER'S LIABILITY ARISING OUT OF OR RELATED TO THE SALES, WHETHER IN CONTRACT, TORT, INDEMNITY, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, SHALL IN NO EVENT EXCEED THE PRICE OF THE SALES OR PORTION OF SUCH SALES ON WHICH SUCH LIABILITY IS BASED, AND BUYER WAIVES ANY CLAIM IN EXCESS OF THAT AMOUNT. IN NO EVENT SHALL SELLER BE LIABLE FOR LOST PROFITS, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, LOSSES OR EXPENSES, DIRECTLY OR INDIRECTLY ARISING FROM THE SALE, HANDLING OR USE OF THE GOODS OR SERVICES OR FROM ANY OTHER CAUSE OR BREACH INCLUDING, BUT NOT LIMITED TO BREACH OF WARRANTY OR NEGLIGENCE.**
11. No legal action shall be brought by Buyer against Seller for any claim with respect to any Sales more than one (1) year after delivery of goods or services. It is agreed that any cause of action with respect to such Sales will accrue on the date of delivery. If any provision hereof is held by a court of competent jurisdiction to be illegal, void, or unenforceable, such provision will be of no force and effect, but the legality or unenforceability will have no effect upon and will not impair the enforceability of any other provision.
12. A counterpart of this document delivered by facsimile or electronic transmission shall be deemed an original document and be valid for all purposes. If Seller electronically stores this document, a reproduction from the scanned document shall be considered to be an original counterpart and shall be enforceable. The Electronic Signatures in Global and National Commerce Act (P.L. No. 106-229) or the Uniform Electronic Transactions Act (or its applicable state law equivalent) apply to this document and to all Sales. Electronic and digital signatures may be used by either party. As a standard practice, Seller offers electronic invoicing to customers. Buyer must contact Seller if Buyer does not wish to receive electronic invoicing. When applicable, the terms of Executive Order 11246 and 41 C.F.R. Part 60-1 shall apply to this document and to all Sales. Buyer and Seller represent and agree that there are no third party beneficiaries to this document and that Buyer and Seller are the sole intended beneficiaries of this document and all Sales.