



Credit Application
 300 E John Carpenter Frwy
 Irving, Texas 75062
 Facsimile: (866) 543-4579
 nam.creditapplications@heidelbergmaterials.com

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"/> AGGREGATE <input type="checkbox"/> PIPE <input type="checkbox"/> CONCRETE <input type="checkbox"/> CEMENT <input type="checkbox"/> OTHER				YOUR COMPANY'S ESTABLISHED DATE				ESTIMATED MONTHLY PURCHASES					
LEGAL COMPANY NAME						TRADE NAME / DBA						BUSINESS ID#	
PHYSICAL ADDRESS								BILLING ADDRESS					
CITY		PROV.	COUNTY		POSTAL CODE		CITY		PROV.	COUNTY		POSTAL 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: SOLE PROPRIETOR CORPORATION PARTNERSHIP JOINT VENTURE LIMITED LIABILITY COMPANY (LLC)
 LIMITED LIABILITY PARTNERSHIP (LLP) PRIME CONTRACTOR SUBCONTRACTOR SUB/ SUB CONTRACTOR DISTRIBUTOR 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 INSURANCE NUMBER		GUARANTOR		SOCIAL INSURANCE NUMBER		
HOME ADDRESS		TELEPHONE NUMBER		HOME ADDRESS		TELEPHONE NUMBER		
CITY		PROV.	POSTAL CODE		CITY		PROV.	POSTAL 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

Buyer certifies that it is solvent and capable of meeting its obligations hereunder, and that all information provided to Seller (including Buyer's attached financial statement) is true, accurate and complete. All such information has been submitted for the purpose of obtaining credit. Buyer and each guarantor authorize Heidelberg Materials Canada Limited 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. Buyer also agrees to comply with all applicable bulk sales laws. Buyer 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 Buyer, Guarantor (jointly and severally, if more than one) hereby guarantees payment of all existing and future indebtedness of Buyer 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 Buyer, any renewal thereof, any modification of the terms thereof, the occurrence of any default, any action or inaction by Guarantor against Buyer, or of Seller's arrangements with any other guarantor. Seller shall not be required to pursue payment from Buyer prior to Guarantor. Guarantor may by written notice, sent via certified or registered mail to Seller at its Corporate Headquarters noted above (Attn: Credit Dept.), terminate its guaranty as to any new extensions of credit to Buyer made more than ten days after Seller's receipt of such written notice, but Guarantor shall continue to be obligated for any credit extended to Buyer before the expiration of such ten day period and any credit Seller remains obligated to extend Buyer 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 _____

(Alberta residents are required to complete and sign the Guarantees Acknowledgement Act on page 3)

Signature _____ Printed Name _____ Date _____

(Alberta residents are required to complete and sign the Guarantees Acknowledgement Act on page 3)

GENERAL TERMS AND CONDITIONS OF SALE

1. All references in this document to "Seller" shall include Heidelberg Materials Canada Limited 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 Province 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 Sale of Goods legislation, 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 legal fees and expenses on a solicitor and his own client basis, 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.
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 Personal Information Protection and Electronic Documents Act (or its applicable Provincial 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.

**Guarantees
Acknowledgement Act
(Alberta residents only)
(Section 3)**

I HEREBY CERTIFY THAT:

CERTIFICATE

1. (Guarantor's name) _____, the guarantor in the guarantee dated _____ made between _____ and HEIDELBERG MATERIALS CANADA LIMITED, which this certificate is attached to or noted on, appeared in person before me and acknowledged that he/she had executed the guarantee.

2. I satisfied myself by examination of the guarantor that he/she is aware of the contents of the guarantee and understands it.

CERTIFIED by (print name) _____, Lawyer at the _____ of _____, at (Municipality, Province/State, Country) _____ this _____ day of _____, 20__.

Signature

STATEMENT OF GUARANTOR

I am the person named in this certificate.

Signature of Guarantor