

Welsch Ready Mix, Inc. Credit Application/Sales Contract

Application must be signed by an Officer of Company

Date _____

1. Business Name _____

2. Street Address _____

3. City _____ State _____ Zip _____

4. Business Phone # _____ Fax # _____

5. Check One: _____ Sole Ownership _____ Partnership _____ Corporation _____ LLC

6. If Incorporated: State of Incorporation: _____ Is corporation in good standing? _____
Names of Officers: _____

7. How long have you been in business? _____

8. Amount of Credit Requested: _____ Name of Accounts Payable Contact: _____

9. Name of Bank _____ Bank Phone # _____
Street Address _____ Bank Fax # _____
City _____ State _____ Zip _____
Name on Account _____ Account # _____
Bank Representative or Contact Name(s) _____

10. List names of all people authorized to order on your account: _____

11. List numbers where managers can be contacted during business hours:
Name _____ Mobile # _____ Pager # _____ Soc Sec # _____ Driver's License # _____

12. List at least 5 material suppliers – the 1st 3 of which you have maintained credit for a minimum of one year.
Company Name _____ Contact Name _____ Phone # _____ Fax # _____

All terms & conditions as set forth on page two of this form are a part of this credit application/sales contract.

For Credit Department Use Only:

Approved By: _____
Credit Limit: _____
Hard or Soft: _____

Date Opened: _____
Salesman: _____
Notes: _____

TERMS AND CONDITIONS

In consideration of the credit information provided above, the mutual covenants, obligations and agreements herein, Welsch Ready Mix, Inc. ("Welsch") hereby agrees to sell ready-mix concrete and other material ("Material") to Contractor under the following terms and conditions.

1. The Contractor shall pay Welsch in current funds for Material supplied by the tenth (10th) of the month following delivery of Material. If Contractor fails to make payments as herein provided, such outstanding balance shall accrue interest at the rate of 1 1/2 % per month (18% annually).
2. The Contractor agrees that if Contractor fails to make payments to Welsch as herein provided, or in the event of any other Contractor noncompliance with this agreement, or should a petition for bankruptcy or other insolvency proceedings be filed by or against Contractor or if at any time the financial responsibility of Contractor becomes unsatisfactory to Welsch, in its sole discretion, then Welsch may stop supplying the Material without prejudice to any other remedy. Welsch may have or may require payment in advance, satisfactory security, or a guaranty that invoices will be paid when due.
- 3 In the event of any proceedings to collect any amounts due from Contractor to Welsch, Contractor shall pay all costs and expenses of every kind for collections, including court costs and attorneys' fees.
4. Welsch shall provide waivers of lien for amounts paid only upon receipt of such payment.
5. Payment shall constitute acceptance of Material Any and all claims by Contractor as to any of the Material furnished shall be made no later than five (5) days after same is furnished by Welsch, and if no claim is made within such period Contractor shall be deemed to have waived any rights to any claims against Welsch for such Material. If a claim is asserted pursuant to this paragraph but the Contractor does not institute legal proceedings against Welsch within one (1) year from the date set forth in the written claim, then Contractor shall be precluded from asserting such claim in any lawsuit filed after such one-year period.
6. This agreement shall not be deemed a limitation on any rights or remedies that Welsch has under any Federal or State mechanics' lien laws, or under any applicable payment bond, or any other rights, remedies, powers or privileges now or hereafter existing at law or in equity.
7. Orders will be considered complete upon delivery or reasonable quantity over or under that amount specified in any purchase order when it is impractical to produce the exact quantity ordered. Normal tolerances in specifications shall be acceptable.
8. Welsch will not be liable for failure to make deliveries when it is believed unsafe or impractical by reason of any existing or threatened strikes, lockout, boycott, picketing or other labor dispute.
9. Any purchase order given under this agreement shall be deemed a separate contract and, notwithstanding the fact that such purchase order incorporates by reference the terms of this agreement, each such purchase order shall be a new contract dated the date of such purchase order.
10. Prices quoted by Welsch for Material shall only be for the price of the date of delivery thereof. Price quotes shall be in effect for thirty (30) days from the date of quotation, and may be subject to change thereafter. Quotations are based on making deliveries of Material during Welsch's normal workweek (6 AM to 4 PM Monday through Friday). Welsch may charge additional amounts for deliveries required before 6 AM or after 4 PM Monday through Friday. Welsch may charge a premium for deliveries on Saturdays, Sundays or Holidays. Time allowance for unloading will be 6 minutes per cubic yard. Additional time will be charged for trucks delayed at the jobsite by the Contractor.
11. Prices quoted by Welsch are exclusive of all city, state and federal excise taxes, including, without limitation, taxes on manufacturer, sales receipts, gross income, occupation use and similar taxes. Whenever applicable, any tax or taxes will be added to the invoice as a separate charge to be paid by the Contractor. If requested for a tax-exempt job, the Contractor shall furnish any and all documentation required by the state where the Material is sold and/or by Welsch.
12. If any quotation by Welsch is accepted by the Contractor and the Contractor's order form is used for the purpose of acceptance, it is expressly understood and agreed that the terms and conditions herein set forth shall prevail insofar as the same may in any way conflict with the terms and conditions set forth in such order form, and the issuance of such order by the Contractor shall be deemed to note the Contractor's assent to the foregoing.
13. Contractors shall attempt to give Welsch no less than 24 hours advance notice of the time and rate of delivery of Material. In the event Contractor desires to cancel such delivery, Contractor shall notify Welsch at least 24 hours in advance of such scheduled delivery time.
14. Contractor agrees to provide roadways or approaches permitting safe access of Welsch's trucks under their own power to the point of delivery. Welsch shall reserve the right to stop delivery if such access is not provided. Contractor assumes full responsibility for any damage done or costs incurred by our equipment when ordered off the public roadway.
15. Welsch does not assume responsibility for strength or quality of Material in which water or any other additive has been added to the Material at Contractor's request. Under no circumstances shall Welsch be obligated for consequential or other damages, losses or expenses in connection with or by reason of the use of or inability to use the Material.
16. These terms and conditions shall supersede any provisions, terms and conditions contained on any confirmation order, or other writing the Contractor may give to or receive from any party with respect to the Material. The rights of the parties hereto shall be governed exclusively by the provisions, terms and conditions hereof. Welsch makes no representations or warranties concerning this agreement except as are expressly contained herein, and this agreement may not be changed or modified orally.
17. This agreement shall be governed and construed in accordance with the laws of the state where the Material is sold and be binding and inure to the benefit of the assignees, successors and transferees of the parties hereto.
18. In case one or more of the provisions contained in this agreement shall be deemed to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.
19. The seller assumes no liability for variations in concrete color or for delays from causes beyond its control.

The undersigned, on behalf of the Contractor, hereby certify that I have read the above and provided the credit information on page one of this agreement and that to the best of my knowledge the information is true and correct. The undersigned also authorizes Welsch to verify this information and/or obtain additional information by securing data from a credit-reporting agency from time to time at our sole discretion.

SIGNATURE: _____ TITLE: _____ DATE: _____

SIGNATURE: _____ TITLE: _____ DATE: _____

*Note: If partnership, all partners must sign. If corporation, authorized corporate officers must sign.

GUARANTEE

BY SIGNING BELOW, THE UNDERSIGNED ACKNOWLEDGES THAT, AS A PRINCIPAL OF THE CONTRACTOR, THE UNDERSIGNED WILL BENEFIT FINANCIALLY BY WELSCH EXTENDING CREDIT TO THE CONTRACTOR AND THAT, IN CONSIDERATION OF WELSCH'S EXTENDING CREDIT TO THE CONTRACTOR UNDER THE TERMS HEREOF, AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, AND TO INDUCE WELSCH TO EXTEND CREDIT TO THE CONTRACTOR, THE UNDERSIGNED HEREBY AGREES TO GUARANTEE THE PAYMENT IN FULL OF ANY AMOUNT OWING TO WELSCH BY THE CONTRACTOR AT ANY TIME.

SIGNATURE: _____ PRINTED NAME: _____ SS# _____