

# Heartland Aggregates

3788 West FM 487  
Jarrell, Texas 76537  
phone 512.746-5800 fax 512.746-5131

## APPLICATION FOR CREDIT

The undersigned hereby applies for credit with Heartland Aggregates (seller) and agrees to abide by its standard terms and conditions of sale as stated below as to outstanding account balances.

Date: \_\_\_\_\_

### BUSINESS INFORMATION

Company Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_

Company Address: \_\_\_\_\_  
Street City State Zip

Mailing Address: \_\_\_\_\_  
Street City State Zip

Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Cell No: \_\_\_\_\_ Email address: \_\_\_\_\_

If operating as a division, branch or subsidiary provide complete name and address of parent company.

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_  
Street City State Zip

### COMPANY INFORMATION:

Type of Business: \_\_\_\_\_ Yrs In Business: \_\_\_\_\_ No of Employees: \_\_\_\_\_

Tax Status: \_\_\_\_\_ Corp \_\_\_\_\_ Partnership \_\_\_\_\_ Sole Prop \_\_\_\_\_ Other \_\_\_\_\_

Tax ID: FIN/SSN: \_\_\_\_\_ D&B No. \_\_\_\_\_ D&B Rating: \_\_\_\_\_

Tax Exempt Purchase? \_\_\_\_\_ Requested Amount of Credit? \$ \_\_\_\_\_  
(Please provide required tax exempt certificate)

Accts Payable Contact Name: \_\_\_\_\_ Email address: \_\_\_\_\_

### TRADE REFERENCES:

Business: \_\_\_\_\_ Acct#: \_\_\_\_\_

Company Address: \_\_\_\_\_  
Street City State Zip

Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Business: \_\_\_\_\_ Acct#: \_\_\_\_\_

Company Address: \_\_\_\_\_  
Street City State Zip

Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Business: \_\_\_\_\_ Acct#: \_\_\_\_\_

Company Address: \_\_\_\_\_  
Street City State Zip

Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

**BANK REFERENCES:**

Bank Name: \_\_\_\_\_ Acct#: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Email Address: \_\_\_\_\_

Company Address: \_\_\_\_\_  
Street City State Zip

Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

**TERMS OF SALE**

Payment terms: Net 30 days. The Applicant agrees to pay all invoices according to the terms. A finance Charge of 1½% per month (an annual percentage rate of 18%) or the maximum legal rate will be applied to all past due amounts. The minimum finance charge is \$1.00. If Applicant fails to pay any amounts when due, then the Applicant also agrees to pay all costs of collection, including reasonable attorney fees, court costs and related costs attorney fees, court costs and whether or not litigation is commenced.

Delivery is made to curb only, unless otherwise specified. (Seller is not responsible for broken sidewalks, curbs, walks, etc.). When delivery requests to be made on the premises, applicant assumes responsibility for damages that result from any such delivery.

Applicant agrees to have supervisory or knowledgeable personnel at job or delivery location to accept load. In the event materials are delivered on schedule and left unattended, rolled-off, etc. Applicant assumes all risk or shortage that may occur after delivery.

Delay in or failure to make deliveries (total or partial) due on whole or in part of strikes, lockouts, labor troubles, fires, windstorms, floods, acts of God, inability to secure cards and or any other causes beyond our control, will not constitute a default.

Shipments shall be inspected upon receipt and if any errors or irregularities exist, they must be reported to us in writing before using the merchandise and within 5 days of the receipt of goods, otherwise no claims or adjustments of any kind will be recognized. We assume no responsibility in the use of the merchandise shipped and when placed in work constitutes acceptance by the customer.

A 15% handling charge may be charged on all items returned for credit. No goods shall be returned to us without our consent. No returns or exchanges will be accepted, regardless of condition, after 30 days. Any adjustment for defective material shall be made on a basis of replacement of the material and no other basis.

WARRANTY: The Applicant's only warranty, if any, is that provided by the Product's Manufacturer. Seller will be responsible for any loss or consequential damage in the event of any defect in the goods or merchandise sold unless the goods have been special ordered or manufactured to Purchasers specifications. LIABILITY WILL BE LIMITED TO REPLACEMENT OF THE GOODS SOLD and there is no express or implied warranty of any kind. Seller will not be liable for removal of defective goods or merchandise or reinstallation of the same in the event of defect.

CERTIFICATION: The information I have provide is true and correct and has been submitted to obtain commercial credit. I am authorized to execute applications and other documents required to establish commercial accounts on behalf of the Applicant. I have read, understand and agree to the terms stated. I hereby give Seller permission to contact the above references or any other source for the purpose of determining our credit worthiness.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**PERSONAL GUARANTY**

In consideration of the Seller extending credit to the Applicant, the Guarantor(s) the payment of any obligation of the Applicant to the Seller. The Guarantor(s) jointly and severally agree to pay the Seller on demand, without offset, any sum due to the Seller by the Applicant, if the Applicant fails to pay such amount. This Guaranty shall be a continuing and irrevocable guaranty and indemnity for the indebtedness of the Applicant. The Guarantor(s) hereby authorize(s) the Seller to obtain and use consumer credit reports on the Guarantor(s) from time to time, for the sole purpose of evaluating credit worthiness in connection with the extension of credit contemplated by the application.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
SSN

\_\_\_\_\_  
Date