



Carolina Aggregates LLC
 662 Boy Scout Rd.
 Gaston, SC 29053
 Ph: 803.794.4803 Fax: 803.794.4178

CONFIDENTIAL CREDIT APPLICATION AGREEMENT

Company Name: _____ Phone: () _____
Please print exact correct name

Corporation: Partnership: Proprietor: Other: _____

Physical Address: _____
Street City State Zip

Mailing Address: _____

Will you pay by: Invoice or Statement (If you pay by Invoice, will you require a statement: Yes No
 Do you use Purchase Orders: Yes No

Tax: Yes No Tax I.D. # _____ Federal I.D. # _____
If Exempt, please attached a signed copy of your exemption certificate

Nature/Type of Business: _____ Date Business Established: _____

Insurance Certificate: Yes No (this questions must be completed.)

Name(s) & Address(es) of Associated Corporations: _____

INFORMATION ON OWNER(S) OR PARTNERS OR CORPORATE OFFICERS:

This section must be completed unless Corporation is publicly held/traded

1.	_____				
	Name	Home Address	City	State	Zip
	D.O.B	/ /	- -	()	
	MO Day Yr	Social Security #	Title &/or % of Ownership	Home Phone	
2.	_____				
	Name	Home Address	City	State	Zip
	D.O.B	/ /	- -	()	
	MO Day Yr	Social Security #	Title &/or % of Ownership	Home Phone	
3.	_____				
	Name	Home Address	City	State	Zip
	D.O.B	/ /	- -	()	
	MO Day Yr	Social Security #	Title &/or % of Ownership	Home Phone	

BANK INFORMATION: (Please show 3 years continuous relationship) Attach additional sheets if necessary

1.	_____				
	Name	Address	City	State	Zip
	Account Number	Officer to Contact	Phone Number		
2.	_____				
	Name	Address	City	State	Zip
	Account Number	Officer to Contact	Phone Number		

TRADE REFERENCES: (List 3 Major Accounts)

1.	_____					
	Name	Address	City	State	Zip	Phone/Fax
2.	_____					
	Name	Address	City	State	Zip	Phone/Fax
3.	_____					
	Name	Address	City	State	Zip	Phone/Fax

CUSTOMER REFERENCES: (List 3 Major Accounts)

1.	_____					
	Name	Address	City	State	Zip	Phone/Fax
2.	_____					
	Name	Address	City	State	Zip	Phone/Fax
3.	_____					
	Name	Address	City	State	Zip	Phone/Fax

It is understood that Seller is relying on the statements and information contained herein to extend credit to Buyer. Buyer, through the undersigned, represents that all information contained herein is true and accurate. Buyer hereby authorized Seller or its agents to contract banking, trade, customer references listed and any other sources deemed necessary for the purpose of extending credit privileges. Buyer acknowledges that it has read the terms and condition found on the reverse side hereof and that these terms and conditions shall govern the sale of goods or services between the parties. Applicant agrees to send to CA written notice of any changes in the form or ownership of applicant's business within five days of such changes.

The undersigned has read and accepts the terms and conditions contained on the reverse side hereof.

Desired Credit Line: \$ _____ (Please attach a copy of Current Financial Statement)

_____	Individually & As	_____	Title/Position	_____	Date
_____	Individually & As	_____	Title/Position	_____	Date
_____	Individually & As	_____	Title/Position	_____	Date

CREDIT APPLICATION TERMS AND CONDITIONS

1. **BUYER'S ASSENT TO TERMS.** All sales are expressly conditioned upon buyer's agreement to the Terms and Conditions contained in this Credit Application and any invoice issued by Carolina Aggregates, LLC ("Seller"). If any provision of these Terms and Conditions conflicts with a provision contained on an invoice, the Terms and Conditions contained in this Credit Application control.
2. **NO ADDITIONAL TERMS.** No additional or different terms and conditions apply unless expressly agreed to in writing by Seller. Seller hereby gives notice of this objection to any additional or different terms and conditions.
3. **ACCEPTANCE OF MATERIALS.** Any objection to the condition, quantity or quality of any material provided by Seller must be made in writing. Such objection must be made by certified mail, return receipt requested. If no such written objection is RECEIVED By Seller within five (5) days from the date of delivery of the materials to Buyer, Buyer will be deemed to have accepted the material and waived any defect in condition, quality of quantity.
4. **WARRANTIES.** Except as noted in the express written warranty accompanying each product provided by SELLER, SELLER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
5. **NON-LIABILITY.** Without regard to whether a claim against Seller sounds in tort, contract or otherwise, Seller WILL NOT BE LIABLE for any special, incidental, consequential or delay damages.
6. **BUYER'S EXCLUSIVE REMEDY.** Buyer's exclusive remedy in connection with the purchase of materials from Seller will be replacement of such materials by Seller, provided that Buyer has complied with the provisions of paragraph 3. Buyer's failure to comply with paragraph 3 will be deemed to be an acceptance of the materials purchased and a waiver of all claims against Seller.
7. **SELLER'S REMEDIES; SECURITY INTEREST.** Seller retains all remedies authorized by the Georgia Uniform Commercial Code as well as those contained in this Credit Application. Seller's rights are cumulative and not alternative. In consideration of the credit to be extended to Buyer by Seller, Buyer hereby grants to Seller a security interest in all goods of any nature whatsoever at any time purchased by Buyer from Seller. Buyer grants to Seller a power of attorney coupled with an interest to, and authorizes Seller to, sign Buyer's name to any UCC-1 Financing Statement for so long as Buyer is indebted to Seller.
8. **PAYMENT.** Payment for materials purchased is payable not later than 30 days after shipment with cash discounts as indicated on each invoice. Failure to make payment on or before such payment is due may subject the Buyer to credit restrictions as determined by Seller.
9. **INTEREST.** Interest will accrue on all amounts past due at the highest legal contract rate.
10. **DEFAULT.** Upon Buyer's default in payment, Seller may apply any sums or credits due Buyer to all amounts due to Seller from Buyer as Seller may determine notwithstanding any instruction from Buyer.
11. **NO WAIVER OF SELLER'S RIGHTS.** Any failure by Seller to enforce any default or right reserved to Seller or to require strict performance of any of the Terms and Conditions by Buyer at the time designated will not constitute a waiver of any such default or right, nor will such failure affect Seller's rights to later enforce such provisions.
12. **ATTORNEY'S FEES.** If Seller employs an attorney to enforce any provision of this Credit Application, or to defend any action brought by Buyer, its agents or employees, against Seller, whether such action sounds in contract, tort or otherwise, or to collect any payment due from Buyer to Seller, whether or not suit has been filed, Seller will be entitled to recover from Buyer court costs and a reasonable attorney's fee. Such court costs and attorney's fee includes, but is not limited to, costs and fees incurred for trial, appellate and post-judgment proceedings.
13. **INDEMNIFICATION.** Buyer agrees to indemnify and hold Seller harmless from all liability of any kind, including court costs and reasonable attorneys' fees, arising from the possession or use of the materials sold to Buyer by Seller, whether defective or not.
14. **VENUE.** Buyer waives all venue privileges and agrees that any action brought on this account shall be brought in Lake County.
15. **JURY TRIAL.** Buyer WAIVES ALL RIGHTS TO TRIAL BY JURY in an action brought by or against Buyer involving Seller without regard to whether the claim sounds in contract, tort or otherwise.
16. **APPLICABLE LAW.** The law of the State of Georgia shall govern this Credit Application.
17. **TAXES.** Buyer will pay all applicable taxes.
18. **CREDIT.** Seller reserves the right to require full payment in cash before shipment or delivery, and to alter or modify these Terms and Conditions at any time after ten (10) days written notice to Buyer, which amended terms will control unless Seller receives written objection by certified mail, return receipt requested, within twenty (20) days after the sending of the notice.
19. **SALES REPRESENTATIVES.** NO SALES REPRESENTATIVE OF SELLER HAS AUTHORITY TO ALTER, VARY OR WAIVE ANY OF THESE TERMS AND CONDITIONS.
20. **SELLER/BUYER.** As used in this Credit Application, Seller refers to Carolina Aggregates, LLC and any successors. Seller may assign this Credit Application. Buyer refers to the person named on the face hereof as well as the person signing the application on behalf of Buyer.
21. **PERSONAL GUARANTY.** The person signing this Credit Application on behalf of Buyer, personally and individually, absolutely and unconditionally GUARANTEES the full and prompt performance of Buyer and the PAYMENT OF ALL SUMS due Seller, notwithstanding the amount, if any, set forth as the desired credit line. Buyer waives notice of any change (increase or decrease) in the credit line. This is a primary, absolute and unconditional guaranty of payment and not of collection. All waivers and other provisions in this Credit Application are equally applicable to the Buyer and the person signing this Credit Application. The signature of the person signing this Credit Application will bind both the natural person signing and the entity on whose behalf the natural person signed.
22. **STATEMENT.** Guarantor agrees by Signing this Guarantor Agreement to authorize Carolina Aggregates, LLC to investigate credit worthiness. Guarantor agrees that Carolina Aggregates, LLC may not only investigate the Guarantor's business credit worthiness but also the Guarantors personal credit worthiness. Consumer reports may be requested in connection with the processing of application and subsequently with any renewal or extension of credit.