

Administrative Office
9210 RR 2243
Leander, TX 78641
Mailing Address
P.O. Box 830
Leander, TX 78646
Office: 512-759-1438 Fax: 512-759-2160



CREDIT AGREEMENT

Company Name: _____ Date: _____

Mailing Address: _____ City _____ State _____ Zip _____

Physical Address: _____ City _____ State _____ Zip _____

Email Address: _____

Telephone No.: _____ Fax No.: _____

Fed. Emp. I.D.# _____ Year company was established: _____

Class of Business: Proprietorship Partnership Corporation
 Joint Venture Limited Liability Co. Individual

Former Businesses/Associated Companies _____

Person to Contact: _____ Purchase Order Required: Yes _____ No _____

OFFICERS/OWNERS/PARTNERS/INDIVIDUALS

Name: _____ Title: _____ Home Phone: _____
Address: _____ SS: _____

Name: _____ Title: _____ Home Phone: _____
Address: _____ SS: _____

Name: _____ Title: _____ Home Phone: _____
Address: _____ SS: _____

CREDIT REFERENCES

| Name | Address | Phone | Fax |
|----------|---------|-------|-------|
| 1. _____ | _____ | _____ | _____ |
| 2. _____ | _____ | _____ | _____ |
| 3. _____ | _____ | _____ | _____ |

BANK REFERENCE

Bank _____ Account# _____

Telephone Number: _____ Fax Number: _____

Mailing Address: _____ City _____ State _____ Zip _____

BONDING COMPANY

Name _____ Agent _____ Phone: _____

Mailing Address: _____ City _____ State _____ Zip _____

(1.) Credit, if approved, will be on open account. (2.) Invoices are due and payable on the 10th of the month following the month of the purchase (Net 10th Prox). (3.) Interest may be charged on past due obligations at the maximum rate allowed by law (18%). (4.) If placed for collection, Customer and its guarantors will be liable for attorney's fees. (5.) Supplier is authorized to investigate and obtain reports, and from time to time obtain reports regarding Customer, it's principals, it's officers, and it's guarantors. (6.) All obligations are performable in Hutto, Williamson County, Texas. (7.) Customer represents that all goods purchased are for business or commercial purposes and are not intended for personal, family or household uses.

OFFICER/OWNER _____ Date: _____

In consideration of goods being sold on open account to the above named firm, I personally guarantee all indebtedness of said firm. I further agree that this guarantee is an absolute, complete and continuing one, and no notice of the indebtedness already or hereafter contracted need to be given. The terms may be rearranged, extended and/or renewed without notice to me. I will, within (5) days from the date of notice that the account is past due, pay the amount due.

Name of Guarantor: _____ Date: _____

Signature of Guarantor: _____

Social Security No: _____ Drivers License No: _____ State: _____

IMPORTANT SALES TERMS

(SEE SELLER'S QUOTATION—CONTRACT OR INVOICE FOR ADDITIONAL TERMS)

DELIVERIES: All concrete ordered by Purchaser and delivered to the project, whether used or not, will be billed to Purchaser. Prices and quantities are based upon the wet volume at the time of discharge from the delivery trucks. Receipted delivery tickets shall be binding unless immediately disputed.

TIME OF DELIVERY: Unless otherwise specified, prices quoted are based on delivery by trucks to the project during normal working hours, Monday thru Saturday. An additional charge may be made for deliveries after normal working hours, and on Sundays and legal holidays. Purchaser is responsible for giving Seller reasonable and adequate advance notice for scheduling and delivering concrete. Seller is not obligated to hold trucks and equipment available for pours for which adequate and reasonable notice has not been given. Seller will not honor back charges for delays and inadequate notice by Purchaser or due to underestimation of quantities for a pour.

POINT OF DELIVERY: Deliveries by trucks are dependent upon accessibility to point of delivery. Roadways shall be deemed inaccessible if, in the sole judgment of the Seller, trucks cannot proceed with the full load (unless part loads are specifically ordered and agreed to by Seller) under its own power without damage to property or equipment. In the event Purchaser orders delivery beyond curb line, Seller shall not be liable for damage to sidewalk, driveways, or other property, and Purchaser shall indemnify and hold Seller harmless against any and all liability loss and expense incurred as a result of such deliveries.

STANDBY: Prices quoted are based on prompt unloading of trucks. Seller reserves the right to make a standby charge for trucks at the project more than one hour before unloading. In case of repeated delays in unloading, Seller reserves the right to discontinue deliveries without liability until conditions causing delay are corrected.

TERMS OF PAYMENT: All sales by Seller to Purchaser are due and payable on the 10th of the month following month of purchase (Net 10th Prox.) Seller reserves the right to refuse to deliver to any Purchaser with unsatisfactory credit history or to discontinue deliveries to any Purchaser with a past due account. All accounts shall be payable in Hutto, Williamson county, Texas, Purchaser agrees to pay all costs incurred by Seller, including reasonable attorney's fees and expenses, to collect sums owed to Seller or to enforce any of purchaser's obligations hereunder.

PAST DUE ACCOUNTS: All past due accounts may bear interest at the applicable lawful rate, but in no event shall this rate exceed the maximum rate of interest allowed by the State law or the laws of the United States of America applicable to this transaction, whichever is greater.