



Irving Materials, Inc.

CREDIT APPLICATION/SALES CONTRACT

General Office: 8032 North State Road 9, Greenfield, Indiana 46140
Phone: (317) 326-3101 Fax: (317) 326-3105 Internet: www.irvmat.com

Notice: By submitting this Credit Application/Sales Contract, the undersigned individually and on behalf of the Corporation or other such entity noted below agrees to all terms and conditions set forth below including, but not limited to, joint and several liability, guaranty of payment of all account balances, penalties, service charges, reasonable attorney's fees and court costs incurred.

Firm Name: Phone:
Mailing Address: Cell:
Fax:
E-Mail:

Check one: () Individual () Corporation () Partnership () LLC () LLP

Owners, Partners, Officers:

Table with 4 columns: NAME, TITLE, SSN (required), RESIDENCE

Place of employment, if individual:

Federal ID #: Tax Exempt: Yes/No - If yes, provide a copy of tax exempt certificate.

Tax Exempt #:

PLEASE CALL IF THIS IS ANTICIPATED FOR ONE PROJECT.

List Project and Address:

List General Contractor and Owner: *

Bank References:

Table with 4 columns: BANK, BRANCH, ACCOUNT #, PHONE

FIRMS YOU HAVE ESTABLISHED CREDIT WITH (REFERENCES):

NAME: ADDRESS: PHONE: FAX:
PHONE: FAX:

If there is a construction loan or you anticipate a construction loan, identify the lending company and contact person:

List the names of any other business all owners have previously been associated with as an owner or principal:

Date Business was Established or Years in Business:

(For Office Use Only)

Approved

Refused

Date

CREDIT REPORTS: Buyer/Guarantor (and Co-Buyer(s)/Co-Guarantor(s) if applicable) authorizes Irving Materials, Inc. to investigate personal credit standing, financial circumstances and responsibility and authorizes and instructs all persons having information concerning such credit standing, financial circumstances and responsibility to release such information to Irving Materials, Inc., its agents, attorneys or employees. This includes, without limitation, authorization for Irving Materials, Inc. and its agents, attorneys or employees to request, obtain and use for all purposes which Irving Materials, Inc. deems necessary, a copy of any credit bureau or consumer credit report for the Buyer/Guarantor (and Co-Buyer(s)/Co-Guarantor(s) (if applicable) at any time.

All terms and conditions set forth on the reverse side are a part of this Credit Application/Sales Contract.

TERMS AND CONDITIONS:

If, after consideration of the information provided herein and a review of the credit history of the applicant, IMI determines and agrees to sell to the applicant its material and/or extend credit to the applicant, such material is sold under the following terms and conditions:

PAYMENT DUE: Accounts are due by the 10th of the following month after date of delivery. Purchases not paid in accordance with these terms will be considered past due and subject to a finance charge of **1.5% per month**, which is an **annual percentage rate of 18%** added to the balance. Finance charges are a penalty for non-payment and should not be considered an offer of financing.

COLLECTION EXPENSES: In the event of any proceedings to collect any amounts due from contractor/applicant to IMI, contractor/applicant shall pay all costs and expenses of every kind for collection, including court costs and attorney fees.

ACCEPTANCE OF MATERIAL: Payment shall constitute acceptance of material. Any and all claims by contractor/applicant as to any of the material furnished shall be made in writing and be made no later than 30 days after the same is furnished by IMI. If no claim is made within such period, contractor/applicant shall be deemed to have waived any rights to any claims against IMI for such material. If a claim is asserted pursuant to this paragraph but the contractor does not institute legal proceedings against IMI within one year from the date set forth in the written claim, then contractor/applicant shall be precluded from asserting such claim in any lawsuit filed after such one year period.

LIEN RIGHTS: This agreement shall not be deemed a limitation of any rights or remedies that IMI has under any federal or state mechanic's lien laws or under any applicable payment bond or any other rights, remedies, powers or privileges now or hereafter existing in law or in equity.

ACCESS TO WORK SITE: The contractor/applicant agrees to provide roadways or approaches permitting safe access of IMI's trucks under their own power to the point of delivery. IMI shall reserve the right to stop delivery if such access is not provided. Contractor/applicant assumes full responsibility for any damage or cost incurred to our equipment or to the property of any other parties when our equipment is ordered off the public roadway. Contractor/applicant assumes full and complete liability and responsibility for providing safe access for the delivery of all material.

ADDITION OF WATER TO CONCRETE: IMI does not assume responsibility for strength or quality of any material in which water or any other additive has been added to the material at contractor's request. Under no circumstances shall IMI be obligated for incidental or consequential damages, losses or expenses in connection with or by reason of the use of or inability to use the material provided by IMI.

ARBITRATION OF DISPUTES: Any controversy, claim or dispute between the parties, directly or indirectly, which in any manner relates to the performance of this agreement or the material provided by IMI and/or any and all claims concerning the material provided by IMI shall be settled solely by arbitration and in accordance with the applicable rules of arbitration found in Indiana Rules of Alternate Dispute Resolution. The only issue not subject to the requirement of arbitration shall be IMI's right to collect for any monies owed and expenses incurred in the collection thereof through the legal process. The parties, therefore, agree that any controversy, claim or dispute between the parties, other than the collection of monies owed for the payment of the material, shall be resolved and the parties shall be bound by the decision of a three-person arbitration panel. IMI and the contractor/applicant shall each select one impartial attorney to act as an arbitrator. The two arbitrators shall then select a third attorney to form the panel. Each party shall pay for the expense of the arbitrator he selected. The parties shall divide evenly the expense of the third arbitrator. The arbitration shall be conducted in accordance with the rules and provisions of the Indiana Rules of Alternate Dispute Resolution. The judgment upon the award rendered by the arbitrators will be enforceable by any court of competent jurisdiction. All parties hereto specifically agree that any and all arbitration proceeding arising hereunder shall be held in the county of sale unless the parties agree to another location.

VENUE: This agreement shall be governed and construed in accordance with the laws of the state from where the material is sold. If legal action is required to recover payment for material or services provided or is required for any other matter, the parties agree that for any material sold in Indiana, preferred venue shall be Shelby County, Indiana.

UNCONDITIONAL PERSONAL GUARANTY: The undersigned, **individually**, as well as on behalf of the Corporation, Partnership, LLC, LLP or other such entity noted above, agrees to pay all account balances, penalties, service charges, reasonable attorney's fees, and court costs incurred in the collection of their past due account. Liability shall be joint and several.

The undersigned further agrees that any line of credit desired or approved is not a limitation of liability, and the undersigned expressly agrees **individually** and on behalf of the Corporation, Partnership, LLC, LLP or other such entity to be responsible for charges in excess of credit either desired or approved.

This guaranty is a continuing guaranty of payment and shall inure to the benefit of Irving Materials, Inc. from the date hereon and shall remain in full force and effect until written notice of termination thereof has been received by Irving Materials, Inc. by certified mail. Termination of the guaranty by the undersigned shall not affect any of the guarantor's obligations hereunder with respect to indebtedness incurred prior to the termination.

If my/our credit is approved, I/we agree to all terms and conditions set forth in this document.

Sign: _____

Sign: _____

Individually, and on behalf of: _____

Individually, and on behalf of: _____

Individual's Name, Printed

Individual's Name, Printed

Contractor's Name, Printed

Contractor's Name, Printed

Date

Date