



A CRH COMPANY



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# APPLICATION FOR BUSINESS CREDIT

### Return completed applications to:

Texas Materials Group, Inc.  
1320 Arrow Point Drive, #307  
Cedar Park, TX 78613  
Phone: (512) 676-3317 Phone | Fax: (512) 861-7136  
Email: texascreditapplications@oldcastlematerials.com

## THIS CREDIT APPLICATION IS VALID IF SIGNED BY OWNER / AUTHORIZED AGENT

NAME OF CUSTOMER (EXACT LEGAL NAME)		WORK PHONE		HOME PHONE
DOING BUSINESS AS (DBA)		FAX		CELL PHONE
BUSINESS ADDRESS		BILLING ADDRESS (IF DIFFERENT)		
CITY, STATE, ZIP CODE		CITY, STATE, ZIP CODE		
HOME ADDRESS OF OWNER (IF DIFFERENT FROM ABOVE)		FEIN NUMBER	CONTRACTOR'S LICENSE NUMBER (IF APPLICABLE)	
TYPE OF BUSINESS		DATE STARTED (COMPANY)	CHECK ONE (✓) <input type="checkbox"/> L.L.C. <input type="checkbox"/> CORPORATION <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> SOLE PROPRIETOR <input type="checkbox"/> MUNICIPALITY/GOVT ENTITY	
APPLICATION DATE	EXISTING CUSTOMER NUMBER	SALES REPRESENTATIVE NAME		PO/JOB NUMBER REQUIRED <input type="checkbox"/> YES <input type="checkbox"/> NO
AP CONTACT NAME		AP PHONE CONTACT	AP EMAIL CONTACT	

## NAMES OF MANAGEMENT / OWNER

PRESIDENT / MANAGER	SOCIAL SECURITY NUMBER	E-MAIL ADDRESS	CELL PHONE	DATE OF BIRTH
VICE PRESIDENT / SHAREHOLDER / MEMBER	SOCIAL SECURITY NUMBER	E-MAIL ADDRESS	CELL PHONE	DATE OF BIRTH
SECRETARY / TREASURER / SHAREHOLDER / MEMBER	SOCIAL SECURITY NUMBER	E-MAIL ADDRESS	CELL PHONE	DATE OF BIRTH

## NAME OF SOLE PROPRIETOR OR PARTNERS

NAME	SOCIAL SECURITY NUMBER	E-MAIL ADDRESS	CELL PHONE	DATE OF BIRTH
NAME	SOCIAL SECURITY NUMBER	E-MAIL ADDRESS	CELL PHONE	DATE OF BIRTH
NAME	SOCIAL SECURITY NUMBER	E-MAIL ADDRESS	CELL PHONE	DATE OF BIRTH

## CREDIT / TRADE REFERENCES

NAME 1.	CITY/STATE	PHONE	EMAIL	FAX
NAME 2.	CITY/STATE	PHONE	EMAIL	FAX
NAME 3.	CITY/STATE	PHONE	EMAIL	FAX

## BANK REFERENCES

NAME 1.	BRANCH	CONTACT	PHONE
NAME 2.	BRANCH	CONTACT	PHONE

## JOB INFORMATION

PROPERTY OWNER	PROJECT ADDRESS	LOT NO./SUBDIVISION	CREDIT LIMIT REQUESTED
PROPERTY OWNER	ADDRESS	LOT NO./SUBDIVISION	FINANCED BY
BOND COMPANY	ADDRESS	PHONE	PAYMENT & PERFORMANCE BOND <input type="checkbox"/> YES <input type="checkbox"/> NO
INSURANCE AGENT	ADDRESS	PHONE	PAYMENT & PERFORMANCE BOND #

PLEASE SEE REVERSE SIDE FOR IMPORTANT CREDIT TERMS – NOTE: SIGNATURE REQUIRED

**TERMS AND CONDITIONS**

1. **Enforceability.** Applicant is submitting this application for credit from Oldcastle Materials Texas, Inc., a Delaware corporation, including companies it now owns or hereafter and may come into ownership thereof (hereinafter collectively "COMPANY").
2. **Credit Limit.** The credit limit is determined by the respective Companies' credit departments and can be changed at the discretion of the Company(ies) without notice to Customer. Completion of this application is not a guarantee that any credit will be extended.
3. **Tax Exemption.** Sales Tax will be billed for by Company and paid for by Customer until and unless Customer furnishes a copy of a satisfactory Sales Exempt Certificate.
4. **Payment.** Payment in full of all invoices is due and payable on the date specified on each invoice and payment must be sent directly to Company per instructions on the invoice or statement. Customer agrees and stipulates that where materials sold under this agreement were ultimately installed on a construction project, any funds Customer receives are construction trust funds pursuant to Chapter 162 of the Texas Property Code.
5. **Fees and Interest.** Balances not paid in full when due will incur FINANCE CHARGES at the rate of 1.5% per month, which is 18% per annum, from the date payment is due until paid in full. Customer agrees to pay all costs of collection including but not limited to lien and bond claim perfection fees and costs, attorney fees, arbitration fees, expert fees, court costs, and other costs, regardless of whether suit is actually filed or arbitration demanded. Customer waives presentment of claim for purpose of recovering fees.
6. **Commercial Use.** Customer agrees and represents that this extension of credit is for commercial or business purposes only and not for the purchase of personal, family, or household goods or services. Customer understands this is a material representation on which Company is relying in determining whether to extend credit.
7. **WARRANTY. CUSTOMER EXPRESSLY WAIVES ANY AND ALL WARRANTIES. THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE MADE IN CONNECTION WITH THE SALE OF MATERIALS UNDER THIS CONTRACT.** Customer agrees to inspect all materials upon delivery and in the case of nonconforming goods or damage, to immediately note any damage on receipt or delivery ticket. Unless such specific notations are made in writing and sent to Company within three (3) business days, any materials delivered to Customer are deemed to have been delivered in good condition.
8. **DAMAGES AND LIMIT ON LIABILITY. CUSTOMER EXPRESSLY AGREES IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR LIQUIDATED DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT AND CUSTOMER EXPRESSLY WAIVES ANY RIGHT TO ASSERT CLAIMS FOR SAME. CUSTOMER AGREES IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY TO CUSTOMER BEYOND THE RETURN OF AMOUNTS ACTUALLY COLLECTED FROM CUSTOMER IN CONNECTION WITH THE DISPUTED TRANSACTION(S).**
9. **Venue, Law, and Disputes.** Payment of this account is due and performable in Travis County, Texas. Furthermore, the venue and applicable law shall be that of Travis County, Texas. Customer agrees to submit claims and controversies arising out of this agreement to binding arbitration by one (1) or three (3) arbitrators, as determined by Company. The American Arbitration Association shall conduct the arbitration unless the parties agree otherwise after a dispute arises. Arbitration shall take place in the county and state where the Company delivers or distributes the materials which are at issue in the dispute.
10. **Changes in Writing / Entire Agreement.** Customer agrees this document constitutes the entire agreement between the parties and no changes shall be made or enforceable to this agreement unless they are in writing and signed by both Customer and an authorized representative of Company.
11. **Price Escalation.** Increases in material or shipping pricing to Company in excess of 5% shall be subject to price escalation and Customer agrees such increases justify an equitable adjustment to pricing.
12. **Nonwaiver and Forbearance.** Company may, at its option, permit Customer to remedy any default under this Agreement without waiving the default so remedied or any other subsequent or prior default by Customer. Forbearance, prior practices, or other acts of Company shall not constitute a waiver of enforcement of any of the terms of this Agreement.
13. **INDEMNITY. (A) TO THE MAXIMUM EXTENT PROVIDED BY LAW, CUSTOMER SHALL INDEMNIFY AND DEFEND AND HOLD COMPANY, ITS OFFICERS, EMPLOYEES, AGENTS, INSURERS, SURETIES, AND AFFILIATES, HARMLESS FROM AND ALL LOSSES, DAMAGES, EXPENSES (INCLUDING ATTORNEYS FEES), CLAIMS, SUITS, LIABILITIES, FINES, AND REMEDIAL OR CLEAN UP COSTS ARISING OUT OF OR IN ANY WAY RELATED TO: (i) CUSTOMER'S BREACH OF THIS AGREEMENT, (ii) CUSTOMER'S ACTS OR OMISSIONS, OR (iii) THE NEGLIGENT OR ALLEGED WRONGFUL INSTALLATION OF COMPANY'S MATERIALS BY CUSTOMER OR THOSE ACTING ON ITS BEHALF. (B) IN ADDITION, CUSTOMER SHALL INDEMNIFY AND DEFEND COMPANY REGARDING CLAIMS, SUITS OR OTHER ACTIONS, DAMAGES, LOSSES AND EXPENSES ARISING OUT OF BODILY INJURY TO, OR SICKNESS, DISEASE OR DEATH OF, ANY AGENT, EMPLOYEE, OR REPRESENTATIVE OF CUSTOMER. (HEREINAFTER REFERRED TO AS "EMPLOYEE CLAIMS") CUSTOMER WILL INDEMNIFY, DEFEND AND HOLD HARMLESS COMPANY AND ITS OFFICERS, EMPLOYEES, AGENTS, INSURERS, SURETIES, AND AFFILIATES ("INDEMNITEE" OR "INDEMNITEES") AGAINST ALL LIABILITY, INCLUDING COSTS, EXPENSES, CLAIMS, LIENS, CITATIONS, PENALTIES, FINES, ATTORNEY'S FEES, LOSSES, AND DAMAGES FOR WHICH AN INDEMNITEE MAY AT ANY TIME BECOME LIABLE ARISING OUT OF EMPLOYEE CLAIMS, INCLUDING, BUT NOT LIMITED TO, LIABILITY ARISING OUT OF ANY NEGLIGENT ACT OR OMISSION, INCLUDING THE SOLE NEGLIGENCE, OF ANY INDEMNITEE.**
14. **Purchase Money Security Interest.** To secure payment and performance of all obligations, Customer hereby grants Company a Purchase Money Security Interest in all inventory, equipment, and materials distributed by Company, whenever sold, consigned, leased, rented or delivered, directly or indirectly, to or for the benefit of Applicant by Company. This includes all construction related materials and services sold by Company including but not limited to building materials, appliances, tools, equipment, safety accessories and related supplies ("Collateral"). Further, Customer agrees and expressly consents to Company filing required documents with the Secretary of State necessary to perfect Company's purchase money security interest.
15. **Additional Provisions.** (A) Applicant agrees that Company shall have the right to set off any amounts which may become payable by Applicant (or any of its affiliates if Applicant is a corporation, partnership, or limited liability company) to Company arising, either directly or indirectly, from the granting of credit to, and the establishment of an account for, Applicant hereunder against any amounts which Company may owe to Applicant whether arising from the credit granted hereunder or under any contract, subcontract, purchase order, or other agreements(s) between Applicant and Company or Company's parent and affiliate corporations. (B) Applicant acknowledges and agrees that any and all funds paid to Applicant for any work or materials supplied by Company shall be held by Applicant in trust for the payment of Applicant's indebtedness to Company. Neither Applicant, nor any person claiming under or through Applicant, shall have any legal or equitable interest or ownership rights of any nature in funds held in trust unless and until the purpose and intent of such trust is fully discharged. The holding of funds in trust shall be for the sole benefit and protection of Company, and no third party shall have any rights in such funds as a beneficiary or otherwise.

Applicant Company Name: \_\_\_\_\_  
Authorized Signature: \_\_\_\_\_  
Printed Name of Signer: \_\_\_\_\_  
Company Position of Signer: \_\_\_\_\_  
Date: \_\_\_\_\_

**CONTINUING INDIVIDUAL GUARANTY**

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of credit given from time to time to Customer by Company the undersigned does hereby, jointly and severally, guarantee the full and prompt payment to Company of all present and future indebtedness of Customer, and the undersigned further agrees to pay all costs and fees as set forth above. This is a continuing, absolute and unconditional Guaranty and shall continue in force with respect to all indebtedness of Customer. The undersigned expressly waives any requirement of prior judgment, notice, demand, or other collection attempts against Customer. This Guaranty shall be binding upon the heirs, executors, administrators, successors and assigns of the undersigned and shall insure to and may be enforced by Company, its successors and assigns, or by any person or entity to whom all or any part of said indebtedness may be sold or transferred.

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Social Security No.: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Social Security No.: \_\_\_\_\_  
Date: \_\_\_\_\_