



CREDIT APPLICATION & AGREEMENT

Please indicate products you wish to purchase:

Aggregate ☐ Ready Mix ☐ Asphalt ☐ Soil ☐ Liquid Asphalt ☐

Internal Purposes Only: Region _____

Name _____

Mailing Address _____ City _____ State _____ Zip _____

Street Address (if different) _____ City _____ State _____ Zip _____

Office Phone _____ AP Email Address _____ AP Contact _____

Nature of Business _____ Date Incorporated _____ Tax ID: _____

Check One: Corporation _____ Partnership _____ Proprietorship _____ Other _____

Officers, Partners or Owner	Title	Email Address	Residential Address

REFERENCES

Bank _____ Contact _____ Officer _____

Bank _____ Contact _____ Officer _____

SUPPLIERS (over 6 months):

_____ Phone _____ Email _____

_____ Phone _____ Email _____

_____ Phone _____ Email _____

Do you require purchase order numbers? _____ Other? _____

If you are a tax-exempt Resale business or a Tax-Exempt entity, attach certificate copy and enter # _____

Please provide an email address for paperless invoices and statements: _____

Once your account is established, we invite you to sign up for our customer portal at directaportal.com for 24 hour access to make payments, get copies of tickets, invoices and more with a click of a button.

Part II - Credit Agreement

In consideration of Holcim US, Inc ("HUS") or any member, subsidiary or affiliate of HUS or any of its affiliates (hereinafter called "Vendor") extending credit to the firm of _____, (the "Firm"); and in further consideration of Vendor providing materials and/or services to the Firm on credit; and relying upon the representations set forth in this credit application submitted by _____ (the "Applicant"),

The above-named Applicant, its affiliates, subsidiaries, sister entities, successors, assigns, personal representatives, and/or trustees (collectively "Applicant"), hereby applies for credit for the purchase, the undersigned parties agree as follows:

- 1) The Applicant warrants and represents that he/she has full authority to enter into this credit agreement by and on behalf of the Firm;
- 2) The Firm and Applicant warrant that all materials purchased under this agreement shall be for business purposes only and are not for any personal or household uses of the undersigned parties, and that this is not a consumer credit contract within the meaning of the applicable Federal or State statutes;
- 3) All the charges from materials provided to the Firm are due and payable by the Firm by Net 30 days following the date of invoice. All accounts not paid by the end of the month following invoice will be charged a FINANCE CHARGE of ONE AND ONE-HALF PERCENT (1 1/2%) per month on the unpaid balance, which is an ANNUAL RATE OF EIGHTEEN PERCENT (18%); Applicant waives and releases all errors, rights of notice, set-off, counterclaim, recoupment, rights of exemption and appeal, and in no event shall Vendor be responsible to Applicant for any incidental, special, punitive, exemplary or consequential damages of any kind. Applicant agrees to provide information about each project on which purchased materials are used, including but not limited to, the location, owner, general contractor, and bond information.
- 4) Notice to the Firm or Applicant of nonpayment of any past due accounts is hereby waived;
- 5) If Vendor, at its sole discretion, deems it necessary or advisable to bring legal action to enforce any provision of this agreement, or to collect any past due account hereunder, the Firm and the Applicant shall pay to Vendor all court costs and any and all expenses arising out of or caused by the litigation, including but not limited to, Vendor's court costs, private process and service fees, expert witness and court reporter fees, discovery expenses, and attorney's fees incurred.
- 6) The Applicant hereby individually guarantees the payment of any and all accounts hereunder, and further agrees that any or all of the undersigned may be held jointly and severally liable to Vendor under this credit sales agreement;
- 7) This is an agreement only for the extension of credit by Vendor upon providing materials and/or services and is in no way a commitment by any division or Affiliate to provide any materials and/or services whatsoever. NOTWITHSTANDING THE FOREGOING, APPLICANT AGREES THAT ANY PURCHASES MADE ARE BOUND BY THE 'TERMS AND CONDITIONS OF SALE' PRINTED ON EACH INVOICE, WHICH ARE INCORPORATED HEREIN BY REFERENCE. (Initial)
- 8) The credit extended under this agreement may be terminated or withheld by each division or Affiliate at any time at its sole discretion.
- 9) This agreement shall be construed and enforced in accordance with the laws of the Governing State.
- 10) If Firm defaults on any obligation under this agreement or any other contract, purchase order or account with Vendor, Vendor may, at its sole option, refuse to (a) provide any further materials and/or labor; (b) extend any further credit under this agreement; (c) terminate this agreement or any other contract, purchase order, or account with the Firm; and/or (d) retain any of the Firm's assets in its possession to secure indebtedness hereunder. Applicant hereby appoints any attorney licensed to practice law in the Governing State with full power of substitution as its true and lawful attorney-in-fact for it in its name, place and stead, to acknowledge and confess judgment in any Governing State court that may have jurisdiction, at Vendor's sole discretion, upon any such obligation in default, including all interest and costs of collection as aforesaid, without the giving of further notice. The authority and power to appear for and enter confessed judgment shall not be exhausted by one or more exercises thereof or by any imperfect exercise thereof and shall not be extinguished by any judgment pursuant thereto. Such authority may be exercised on one or more occasions or from time to time as often as Vendor shall deem necessary or desirable.
- 11) Applicant agrees that Vendor in its sole discretion shall have the authority to terminate this Credit Application at any time, with or without cause. Applicant agrees that its receipt of payment for Vendor's Materials shall be held in trust for the benefit of Vendor and any such funds shall not be dischargeable in bankruptcy nor part of any bankruptcy estate. Applicant hereby expressly waives its right to a jury trial. The rights of the member company making sales in reliance on the terms herein are cumulative and shall not be exhausted by its exercise of any rights hereunder against Applicant or any Guarantor unless all indebtedness has been paid.
- 12) Applicant hereby authorizes Vendor to investigate Firm and Applicant's credit history and, by signature hereon, releases such information to Vendor. Applicant acknowledges and agrees that Vendor may share credit information regarding the Firm and Applicant with other entities as Vendor deems appropriate.

Dated this _____ day of _____, 20____.

Name of Firm _____

Signed by _____

and _____

Applicant - Individual Guarantee of Payment

Part III - Personal Guaranty

In consideration of your having extended credit on account to the referenced customer, _____, and in order to induce you to extend future credit on account to said customer, the undersigned hereby personally guarantees the prompt payment when due of any and all indebtedness now existing or hereafter incurred of said customer to _____, (hereinafter called "Vendor") without limit, and further agrees that this is an absolute, unconditional and continuing guaranty of payment of the debts, liabilities, and obligations of said customer guaranteed hereby, and this Guaranty shall continue in full force and effect unless written notice of revocation is received by Vendor by registered mail. Such notice of revocation shall be ineffective as to any then existing indebtedness of customer to Vendor, or its subsidiaries, or as to any transaction or commitment previously undertaken by Vendor, or its subsidiaries, in reliance upon this Guaranty. The undersigned hereby further individually guarantees payment of all accrued interest, and reasonable attorneys' fees, collection costs, and expenses incurred by Vendor, or its subsidiaries, in the enforcement of this Guaranty and securing payment of the underlying obligations owed by customer.

Guarantor's liability under this Guaranty shall not be affected by any sales, extensions, renewals, compromises, settlements, releases, or other transactions involving the referenced customer or its indebtedness, or any collateral securing indebtedness, and the undersigned agrees that Vendor, or its subsidiaries, need not resort for payment of the indebtedness to the customer or any other person or collateral, before enforcing its rights under this Guaranty.

This Guaranty shall not be abrogated by any change in the form or status of the customer, whether caused by death, by the admission of any new owners, officers, shareholders or directors, or their withdrawal or by any change in the business of customer from any cause.

This Guaranty shall be binding upon each person signing this Guaranty, regardless of any failure of other persons to sign this Guaranty, and shall be binding upon the heirs and legal representatives, successors and assigns of such undersigned person. This Guaranty is governed by the laws of the Governing State. The undersigned guarantor consents to jurisdiction and venue of the Vendor's choice with respect to any suit initiated by Vendor to enforce this Guaranty Agreement and/or to recover unpaid balances due under said Guaranty Agreement. If signed by more than one, it shall jointly and severally bind each person signing.

The undersigned guarantor(s) in recognition that my credit history may be a continuing, necessary factor in the evaluation of this ongoing personal guaranty, hereby consents to and authorizes Vendor to periodically obtain my consumer credit report from credit reporting agencies or others who supply information on credit history, as deemed necessary in the ongoing credit evaluation process of the affect and duration of this personal guaranty. If I ask whether or not a personal credit report was requested, you will tell me; if you receive a personal credit report you will give me the name and address of the agency that furnished it when requested.

(Sign as individual guarantor,
not as officer of corporation.)

(Sign as individual guarantor,
not as officer of corporation.)

Dated: _____

Dated: _____

Signature: _____

Signature: _____

Witness: _____

Witness: _____

Please send completed credit app form to
edwin.etubom@holcim.com