

Vulcan Materials Company

SOUTHWEST DIVISION, Vulcan Construction Materials, LP.
P O Box 791550, San Antonio, TX 78279-1550
Tel. No. (210) 524-3500 / Fax No. (210) 524-3555

Approved: _____ By _____
Denied: _____ By _____
Reason: _____
Date: ____/____/____
Customer No: _____
Plants: _____
Operating Area: _____
Monitor Amt: _____
Sales Rep. Code: _____
Credit Rep. Code: _____

APPLICATION FOR BUSINESS CREDIT

Please answer all questions: when a question isn't applicable, write n/a or none

(for credit dept. use only)

DATE: _____

SECTION I – APPLICANT

Applicant/Customer Name: _____

(Hereinafter defined as the "Applicant", including the guaranty referred in Section VII)

P O Box _____

Street Address _____

City and State _____ Zip _____

Telephone No. _____ Fax No. _____ Email _____

Payment Responsibility/Contact Name _____

SECTION II – BUSINESS DESCRIPTION

Corporation Partnership Proprietorship LLC L P Other _____

Description of Business _____ How Long in Business _____

Parent Company _____ Dun & Bradstreet# _____

Street Address _____

City & State _____ Zip _____ Phone _____

SECTION III – OFFICER(S), PARTNER(S), PROPRIETOR, OWNER, MEMBER INFORMATION

Name: _____ Title: _____

Name: _____ Title: _____

Name: _____ Title: _____

SECTION IV – CREDIT REFERENCES

Name	Account No.	Address	Phone	Fax
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Bank Ref: _____

Credit Ref: _____

Credit Ref: _____

Credit Ref: _____

Credit Ref: _____

SECTION V – MISC INFORMATION

Federal ID# _____ Purchase Order Numbers Required Yes No

Name and Address of Bonding Co. _____

Estimated Monthly Credit Requirements _____ State Contractors License# _____

Tax Status Taxable Non-taxable (include tax exempt certificate)

Have you ever filed for bankruptcy? Yes No

If yes, give date and reason _____

SECTION VI TERMS AND CONDITIONS OF BUSINESS CREDIT

This Application, including all of the information contained herein, is a request for one or more extensions of business credit to defer payment for purchase of construction materials by Applicant from Vulcan Construction Materials, LP and/or its affiliates (individually and collectively). By submitting this Application to Vulcan, Applicant agrees to these Terms and Conditions.

Applicant agrees to pay Vulcan for each purchase made hereunder, as follows: Net 15th prox. (15th calendar day of the month following the month during which shipment is made). Applicant agrees to pay Vulcan a monthly late charge equal to the lesser of one percent (1%) per month or the maximum amount permitted by State law on all outstanding balances on Applicant's account that are unpaid after thirty (30) days from the billing date. Terms of each individual sale are set forth on each invoice and Applicant agrees to the terms of each invoice.

Applicant and Guarantor authorize Vulcan from time to time to obtain one or more credit reports from any reporting agency and to obtain information regarding Applicant and Guarantor from any creditor of Applicant and Guarantor, including, but not limited to, each of the credit references listed in Section IV. Applicant and Guarantor further authorize each of the Creditors to give to Vulcan from time to time any and all necessary information that will aid Vulcan in its credit investigation. Applicant and Guarantor further authorize Vulcan to reinvestigate credit status from time to time as Vulcan deems necessary. Vulcan reserves the right to limit, terminate, or change the terms of any extension of credit to Applicant at its sole discretion. Applicant authorizes Vulcan to act as a credit reference for Applicant by responding to inquiries from other creditors or potential creditors of Applicant regarding transactions or experiences with Applicant.

Each of the undersigned does hereby certify that he/she is authorized to sign this Application on behalf of Applicant; that the information contained herein is true, accurate, and complete in all respects; and that all purchases made by Applicant will be made in the ordinary course of business of Applicant for business purposes and that no credit is sought or will be obtained for the personal, family, or household purposes of any individual. Applicant will advise Vulcan in writing at P.O. Box 791550, San Antonio, Texas 78279-1550 of any changes which occur in respect to any of the information included in this Application (including, but not limited to, any of the information provided in Section II or III) or any other information which may affect the ability to pay, and until such time, Vulcan may continue to rely on this information. Any changes in legal status or the information provided in Section II or III must be communicated to Vulcan at least ten (10) business days in advance by certified mail. The original Applicant will remain liable until such time as Vulcan has been given a reasonable period of time to respond to any notice regarding changes in legal status and has agreed to such change. Applicant further agrees that these Terms and Conditions are governed by the laws of the State of Texas and that if any provision hereof is held invalid, illegal or unenforceable, then no other provision shall be affected or impaired thereby.

Applicant shall pay all costs of collection, including, but not limited to, costs and attorney fees, should all or any part of this account be placed for collection. Applicant further waives the right to a jury trial in the event Vulcan is required to institute suit for collection of any sums due hereunder. Applicant agrees that any and all claims arising out of or relating to any sale or extension of credit by Vulcan, including, but not limited to, any action by Vulcan to collect on account, shall be filed in Bexar County, Texas, and Applicant specifically consents to the exercise of non-exclusive personal jurisdiction over Applicant and to extraterritorial service of process, if necessary.

Vulcan uses video to verify the acquisition and quantity of product purchased from Vulcan. At the time a vehicle enters Vulcan's scale, a picture will be taken of the vehicle and license plate with time and date stamped on the picture. This is Vulcan's proof of receipt and delivery. The driver will receive a bill of lading (vehicle ticket) that states the quantity of product and location of delivery. No signature on the ticket will be required. By acquiring product from Vulcan, Applicant agrees that the audit ticket and photo correctly represents the location of delivery and the quantity of product purchased, unless Applicant notifies Vulcan, in writing, within seven (7) days of receipt of the product that Applicant disputes the quantity of product or location of delivery as shown on the bill of lading (vehicle ticket). Applicant agrees that any claims concerning quality control, or compliance with product specifications, shall be waived unless written notice of such claim shall be delivered to Vulcan, by certified mail at the address found on its invoice, within seven (7) days of receipt of such products by Applicant.

Vulcan may at any time, assign its right for payment hereunder.

X _____ Print Name of Person Signing	_____ Authorized Signature	_____ Title
_____ Print Name of Person Signing	_____ Authorized Signature	_____ Title

SECTION VII – PERSONAL GUARANTY OF BUSINESS CREDIT

For value received, each of the undersigned hereby personally and individually guarantees payment when due or all indebtedness now due or which may become due by Applicant to Vulcan Construction Materials, LP or any of its affiliates (collectively, Vulcan) even though from time to time there may be no indebtedness owing by Applicant. This personal guaranty is unlimited in amount and shall apply to all balances arising from sales to Applicant. Each of the undersigned waives all notices with respect to this guaranty and waives acceptance of this guaranty by Vulcan. Each of the undersigned hereby subordinates any indebtedness owed to the undersigned by Applicant and any right of subrogation or contribution against Applicant or any other guarantor until all indebtedness has been paid and satisfied in full. Each of the undersigned agrees to pay all costs of collection, including, but not limited to, attorneys' fees should the account be placed for collection.

X _____ Date Signed	_____ Print Name of Person Signing	_____ Signature of Individual	_____ Social Security #
_____ Date Signed	_____ Print Name of Person Signing	_____ Signature of Individual	_____ Social Security #