

# FAYBLOCK MATERIALS, INC.

P.O. Drawer 1867 • 130 Builders Blvd.  
 Fayetteville, NC 28302  
 1-800-326-9198/1-910-323-9198  
 Fax: 1-910-323-9379/1-910-485-7705

## OPEN CREDIT ACCOUNT APPLICATION AND AGREEMENT

# CONCRETE SERVICE CO., INC.

P.O. Drawer 1867 • 130 Builders Blvd.  
 Fayetteville, NC 28302  
 1-800-542-1252/1-910-483-0396  
 Fax: 1-910-323-9379/1-910-485-7705

PLEASE COMPLETE ENTIRE ACCOUNT FORM - SIGN AND DATE FRONT OF APPLICATION. COMPLETE AND SIGN CONTINUING GUARANTY FORM AND TERMS AND CONDITIONS STATEMENT ON REVERSE SIDE.

RETURN TO: CREDIT DEPT.  
 P.O. DRAWER 1867  
 FAYETTEVILLE, N.C. 28302 FAX 910-323-9379

DATE	ACCOUNT NO. (Completed by Credit Dept.)	CREDIT LIMIT (Completed by Credit Dept.)	(Approved By: )
APPLICANT'S NAME		<input type="checkbox"/> DIVISION OR <input type="checkbox"/> SUBSIDIARY OF: <input type="checkbox"/> OR TRADE NAME	
MAILING OR BILLING ADDRESS		PHYSICAL ADDRESS OF HOME OFFICE OR CORPORATE OFFICE	
CITY	STATE	ZIP	CITY
PHONE	FAX	TYPE OF OWNERSHIP:	
( )	( )	<input type="checkbox"/> PROPRIETORSHIP <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> CORPORATION <input type="checkbox"/> GOVT. <input type="checkbox"/> OTHER	
SALES TAX EXEMPT NO. (CERTIFICATE MUST BE ATTACHED AND APPROVED BY THE STATE)	PURCHASING CONTACT: TITLE	ACC. PAYABLE CONTACT	PHONE
FEDERAL I.D. # OR SS #	YRS. IN BUSINESS	AUTHORIZED PURCHASER	PURCHASE ORDER REQUIRED
		<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO

**LIST OF ALL OFFICERS OF CORPORATION, ALL PARTNERS IF PARTNERSHIP, OR ALL OWNERS IF OTHERWISE: (Attach additional pages if necessary)**

NAME/TITLE	ADDRESS	SOC. SEC. NO.	PHONE
			( )
			( )

BANKING INFORMATION			
BANK	ADDRESS	ACCOUNT NO.	PHONE
BANK OFFICER	SIGNATURE AUTHORIZING VERIFICATION OF CREDIT AND BANK ACCOUNTS: x		TYPE OF ACCOUNT: <input type="checkbox"/> CHECKING
			<input type="checkbox"/> TIME PAYMENT <input type="checkbox"/> COMMERCIAL LOAN
BANK	ADDRESS	ACCOUNT NO.	PHONE
BANK OFFICER	SIGNATURE AUTHORIZING VERIFICATION OF CREDIT AND BANK ACCOUNTS: x		TYPE OF ACCOUNT: <input type="checkbox"/> CHECKING
			<input type="checkbox"/> TIME PAYMENT <input type="checkbox"/> COMMERCIAL LOAN

**SECURED TRADE REFERENCES**

NAME	ACCOUNT NUMBER	STREET ADDRESS/CITY	STATE/ZIP	PHONE
1.				( )
2.				( )

**UNSECURED TRADE REFERENCES**

NAME	ACCOUNT NUMBER	STREET ADDRESS/CITY	STATE/ZIP	PHONE
1.				( )
2.				( )
3.				( )

I (we) understand that the information furnished you on this page is for the purpose of establishing an open credit account with FAYBLOCK Materials, Inc. and/or Concrete Service Co., Inc. hereinafter referred to as "Seller" and I (we) further understand the information furnished now and in the future will be relied upon for establishment of that account, that I am (we are) authorized, in my (our) capacity to bind my (our) company accordingly and on behalf of the company acknowledge, understand and accept the TERMS and CONDITIONS as specified on the reverse side hereof. Additionally, my (our) signatures below authorize FAYBLOCK Materials, Inc. and/or Concrete Service Co., Inc. to request and obtain credit information and data from and the release of credit information by any and all trade references, banks and credit reporting agencies or bureaus and other credit information sources regarding Applicant, any Co-Applicant, and Applicant's Principal(s) (i.e. officers, directors, shareholders of a corporation, partners of a partnership, managing members of a limited liability company) executing this Application, necessary for FAYBLOCK Materials, Inc. and/or Concrete Service Co., Inc. to establish Applicant's account.

SIGNED x \_\_\_\_\_ (SEAL) TITLE \_\_\_\_\_ DATE \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

**OVER**

FAYBLOCK MATERIALS, INC. ACCOUNT NO.	CREDIT LIMIT (Completed by Credit Dept.)	(Approved by: )
CONCRETE SERVICE, INC. ACCOUNT NO.	CREDIT LIMIT (Completed by Credit Dept.)	(Approved by: )

# TERMS AND CONDITIONS

- In consideration of and as inducement to the extension of credit by the Seller, Customer hereby agrees to the following terms and conditions:
1. Seller will invoice Customer for all deliveries of materials, supplies and equipment with payment in full for all such invoices to be due by the 10th day of the month following the month in which the date of delivery of such materials, supplies and equipment occurred covered by such invoice.
  2. A monthly service charge of one and one-half (1-1/2%) percent per month will be added to and thereafter accrue upon the unpaid balance of all invoices that are sixty (60) days past due.
  3. In the event that Customer fails to make payment in full on any invoice when due, Seller may at its option exercise any one or more of the following right: (i) refuse to accept additional orders from Customer or extend additional credit to customer; (ii) cancel the unfilled portion of any orders placed by Customer; (iii) and declare immediately due and payable all outstanding invoices to Customer whether or not such invoices would be due and payable or not under the provisions of paragraph one stated above.
  4. Customer agrees to pay all expense and costs of collection incurred by Seller including reasonable attorney fees in addition to the service charge provided for in paragraph three stated above.
  5. Seller shall have the right to change or amend any one or more of the foregoing conditions provided that written notice of such change or modification is given to Customer whose written consent to such change or amendment shall not be required, but Customer shall be deemed to have consented thereto upon the placing of orders with Seller following receipt of such notice.
  6. Additional General Terms and Conditions of Delivery and Sale as stated on each delivery document shall apply.
  7. All decisions with respect to the extension or continuation of credit to Customer shall be in the sole discretion of Seller. Seller may terminate credit availability within its sole discretion at any time.

By \_\_\_\_\_ (SEAL)

Company \_\_\_\_\_

Title \_\_\_\_\_

## PERSONAL GUARANTY

In consideration of the extension of credit by  CONCRETE SERVICE CO., INC.  FAYBLOCK Materials Inc.  BOTH CONCRETE SERVICE co., INC. and FAYBLOCK Materials, Inc., (hereinafter referred to other singularly or collectively as "Creditor") to:

\_\_\_\_\_  
(Name of Company)

hereinafter "Debtor", and for other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned, as Guarantor(s), hereby unconditionally, jointly and severally, guarantee to Creditor the full and prompt payment of any and all outstanding indebtedness, obligations or liability of Debtor to Creditor, present or future, arising out of the purchase of goods, materials, supplies, or services by Debtor from Creditor. The undersigned Guarantor(s), jointly and severally, shall reimburse Creditor, on demand, the entire indebtedness and all losses, costs, reasonable attorney's fees and expenses which may be suffered by Creditor by reason of Debtor's default.

This shall be a continuing guaranty and Guarantor(s) hereby expressly waive notice of the acceptance hereof, amount of sales, dates of shipment or delivery, and waive notice of any default by Debtor, or of any extension of time to pay obligation which Creditor may grant, and the Guarantor(s) do hereby consent to any and all extensions which may be granted to the Debtor from time to time. In addition, the undersigned Guarantor(s) expressly waive notice of protest, presentment, demand, notice of any extension of credit to Debtor, notice of dishonor or default by Debtor, notice of extension of time given to Debtor to repay the debt, notice of compromise or change in Debtor's obligations, or any other notice to which the undersigned Guarantor(s) specifically release Creditor from any obligations.

It is expressly agreed and understood that Creditor may proceed against the undersigned Guarantor(s), either jointly or severally, for any amount guaranteed hereunder regardless of whether action is commenced, demand is made, brought or other rights or remedies are available against the Debtor or other Guarantor(s), and Creditor shall not be obligated to commence action or pursue any rights or remedies as to any collateral security, property, liens or any other rights or remedies whatsoever. Creditor shall have the right to proceed against the undersigned Guarantor(s) immediately upon any default by the Debtor. No action which Creditor takes or fails to take regarding any collateral security, property, or liens shall affect Guarantor's obligation under this Personal Guaranty. Guarantor's liability hereunder shall not be canceled, nor shall Guarantor(s) be released hereunder in consequence of any covenants, agreements, or acts by Creditor in dealing with Debtor. The death of Guarantor(s) or either of them shall not terminate this Personal Guaranty, and every part hereof shall be binding on the Guarantor, his/her heirs, executors, administrators and assigns.

IN WITNESS WHEREOF, (I/we) have hereunto set our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
Witness

x \_\_\_\_\_ (SEAL)  
(Guarantor's Signature)

Address \_\_\_\_\_

SS# \_\_\_\_\_  
(Social Security Number)

\_\_\_\_\_  
Witness

x \_\_\_\_\_ (SEAL)  
(Guarantor's Signature)

Address \_\_\_\_\_

SS# \_\_\_\_\_  
(Social Security Number)