



SOUTHERN CONCRETE MATERIALS, INC.
CREDIT APPLICATION
(and supporting payment GUARANTY)

PERSON(S) OR ENTITY APPLYING FOR CREDIT:

 INDIVIDUAL and/or "DBA"

Individual's Name: _____

Individual's Address: _____

Telephone (_____) _____ - _____

Facsimile (_____) _____ - _____

Individual's Birthdate: _____

Individual's SSN/EIN: _____

Business or "dba" Name (if applicable):

Business Address:

 COMPANY/CORPORATION
 LIMITED LIABILITY COMPANY

Company/LLC Name:

Company/LLC Address: _____

Telephone (_____) _____ - _____

Facsimile (_____) _____ - _____

Company/LLC Tax i.d./EIN: _____

Company President: _____

LLC Manager (or list of all Members):

 PARTNERSHIP

Type of Partnership: General or Limited (*circle*)

 LIMITED LIABILITY PARTNERSHIP

Name of Partnership: _____

State where was formed Partnership: _____

Partnership EIN: _____

Address: _____

General Partner's Name: _____

Telephone (_____) _____ - _____

Facsimile (_____) _____ - _____

 JOINT VENTURE

Name of Joint Venture: _____

Names of each joint venturer (and home state for each):

Joint Venture Tax i.d.: _____

Address used for joint venture mailings: _____

Contact person's Name:

Telephone (_____) _____ - _____

Facsimile (_____) _____ - _____

DOES APPLICANT HOLD A CONTRACTOR LICENSE IN NORTH CAROLINA? YES NO (circle one)

Type of License: LIMITED or UNLIMITED (circle) License No. _____

BANKING CONTACT and CREDIT/TRADE REFERENCES:

BANK NAME: _____

CREDIT/TRADE REFERENCE #1:

Type of Account: Checking Savings Loan (circle)

Name: _____

Banking #: _____

Address: _____

Address: _____

Telephone (_____) _____ - _____

Telephone (_____) _____ - _____

Facsimile (_____) _____ - _____

Facsimile (_____) _____ - _____

CREDIT/TRADE REFERENCE #2:

CREDIT/TRADE REFERENCE #3:

Name: _____

Name: _____

Address: _____

Address: _____

Telephone (_____) _____ - _____

Telephone (_____) _____ - _____

Facsimile (_____) _____ - _____

Facsimile (_____) _____ - _____

CREDIT TERMS: THE LAWS OF THE STATE OF NORTH CAROLINA SHALL GOVERN ALL ASPECTS OF THIS CREDIT APPLICATION

- The person(s) signing this Credit Application hereby warrants and represents that he or she has due authority to initiate and complete this Credit Application and any supporting Guaranty signed and submitted herewith
- Applicant hereby authorizes Southern Concrete Materials to investigate and verify all references provided and to obtain any and all other available credit and business reporting or rating information (including banking information)
- Applicant acknowledged that any credit account account balance remaining unpaid for thirty (30) days from the last invoice date may result in a CREDIT HOLD on the account – and – account balances remaining unpaid for sixty (60) days shall be designated as delinquent
- Interest shall accrue on any account balance not paid by the 10th day of the month following the date of the last invoice at the rate of eighteen percent (18%) per annum (1.5% per month)

- All approvals and issuances of credit shall be deemed to have originated and been completed by and through the North Carolina offices of Southern Concrete Materials
- All returned checks shall impose a processing \$25.00 in addition to all other resulting charges
- All costs, fees, expenses and reasonable attorney fees incurred in collection of any past due credit amount shall be the payment responsibility of the Applicant
- Southern Concrete Materials reserves the right to evaluate, review and close any credit account at any time AND require that future business be done on a CASH ONLY basis

REVIEW AND ACCEPTANCE OF ANY CREDIT APPLICATION (AND ANY SUPPORTING GUARANTIES) BY SOUTHERN CONCRETE MATERIALS (whether doing business under the name of Southern Concrete Materials or Cabbarus Concrete Company) WHICH IS BASED UPON FACSIMILE TRANSMITTAL OF SUCH DOCUMENTS TO SOUTHERN CONCRETE MATERIALS WILL ONLY BE VIABLE FOR TEN (10) DAYS FROM THE DATE OF FACSIMILE AND ARE SUBJECT TO IMMEDIATE ACCOUNT CLOSURE UPON ANY FAILURE OF SIGNATORIES TO SUBMIT ORIGINAL DOCUMENTS AND PROVIDE ORIGINAL SIGNATURE CONFIRMATION TO SOUTHERN CONCRETE MATERIAL OFFICES WITHIN THE TEN (10) DAY PERIOD.

IN WITNESS HEREOF AND IN OBLIGATION HEREUNDER, the Applicant, whether an individual or through the undersigned duly authorized representative(s), execute this Credit Application on the _____ day of _____, 20____.

_____(SEAL)
Individual's Signature

Company, Partnership or Joint Venture Name:

Individual's Printed Name

Officer, Partner, Member or Manager Signature

Printed Name and Title:

GUARANTY

The undersigned, _____, whose address(es) is _____, hereby unconditionally agree(s) and consent(s) to guarantee payment to SOUTHERN CONCRETE MATERIALS, INC., and its successors, for all charges for materials and services and all costs, fees, expenses items due for and under the Credit Application of _____ ("Applicant") above and any resulting credit account items ["Guarantor(s)"]. This obligation is a guaranty of payment, not of collection, and the undersigned Guarantor(s) enter into this obligation in order to induce SOUTHERN CONCRETE MATERIALS, INC. to approve and extend credit to the Applicant, and acknowledge that action may be taken against any Guarantor(s) upon the default by Applicant in any payment due without first exhausting all remedies against the Applicant, and shall obligate the undersigned to pay reasonable attorney fees. As part of the consideration and accepting this Guaranty in conjunction with the Credit Application, the undersigned hereby authorize SOUTHERN CONCRETE MATERIALS, INC. to obtain all credit information regarding the undersigned. The undersigned acknowledge(s) that this obligation, while collateral, shall operate in its application in that it is continuing and unlimited in the term and amount of credit to be afforded to the Applicant; and is payable upon demand. The undersigned hereby waive(s) notice of acceptance of this Guaranty, presentment, demand for payment, protest and notice of protest, nonpayment or dishonor.

Time is of the essence hereunder and this Guaranty shall be governed by the laws of the State of North Carolina.

_____(SEAL)
Signature
Printed Name: _____

_____(SEAL)
Printed Name: _____

Sworn to and acknowledged before me on the _____ day of _____, 20____:

Sworn to and acknowledged before me on the _____ day of _____, 20____:

Notary Public
[Notary Seal]

Notary Public
[Notary seal]

Guaranty Accepted by **SOUTHERN CONCRETE MATERIALS, INC.**

By: _____

Printed Name: _____

Title: _____

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