



HERITAGE CONCRETE

(collectively referred to hereinafter as "Heritage")

270 Presidential Drive, Suite 200

Wilmington, DE 19807

Phone: 302.777.1235

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COMMERCIAL CREDIT APPLICATION

Credit Amount Requested \$ _____
(subject to change at Heritage's discretion)

APPLICANTS GENERAL INFORMATION:

COMPANY NAME _____ DATE _____ 20____
ADDRESS _____ PHONE (____) _____
CITY _____ STATE _____ ZIP _____ EMAIL ADDRESS _____
BILLING ADDRESS _____ ZIP _____ CELL (____) _____
ACCOUNTS PAYABLE CONTACT _____ EMAIL _____
____ PROPRIETORSHIP _____ PARTNERSHIP _____ CORPORATION _____ LLC
FEDERAL TAX ID _____

PRINCIPAL'S INFORMATION:

PRINCIPAL'S NAME & TITLE _____ SS# _____
ADDRESS _____ PHONE (____) _____
PRINCIPAL'S NAME & TITLE _____ SS# _____
ADDRESS _____ PHONE (____) _____
BUSINESS TYPE _____ YEARS IN BUSINESS _____ STATE OF CORP. _____

BANKING INFORMATION:

PRIMARY BANK _____ PHONE (____) _____
ADDRESS _____
TYPE OF ACCOUNT: CHECKING ACCOUNT NO. _____
SAVINGS ACCOUNT NO. _____
LINE OF CREDIT AMOUNT: \$ _____ SECURED _____ UNSECURED _____
SECONDARY BANK _____ PHONE (____) _____
ADDRESS _____
TYPE OF ACCOUNT: CHECKING ACCOUNT NO. _____
SAVINGS ACCOUNT NO. _____
LINE OF CREDIT AMOUNT: \$ _____ SECURED _____ UNSECURED _____

VENDOR REFERENCES: (APPLICANTS, PLEASE FILL-IN COMPLETELY)

NAME & ADDRESS	TELEPHONE	&	EMAIL ADDRESS
1. _____	(____) _____		_____
2. _____	(____) _____		_____
3. _____	(____) _____		_____
4. _____	(____) _____		_____

Are you bonded? ___ Yes ___ No Type: _____ Payment _____ Performance _____

Surety: Name & Address _____

Phone No. (____) _____ Email Address _____

Have you ever filed for bankruptcy? ___ Yes ___ No If yes, when? _____

Expected monthly credit utilization _____ Are you tax exempt? ___ If yes please include form.

HERITAGE CONCRETE

TERMS OF CREDIT

IN EXCHANGE FOR THE EXTENSION OF CREDIT BY HERITAGE TO APPLICANT, APPLICANT EXPRESSLY AGREES THAT ALL TRANSACTIONS BETWEEN HERITAGE AND APPLICANT SHALL BE GOVERNED EXCLUSIVELY BY THE FOLLOWING TERMS OF CREDIT. THESE TERMS MAY NOT BE ALTERED BY THE INCLUSION OF CONTRADICTIONARY LANGUAGE ON APPLICANT'S PURCHASE ORDER.

1. PAYMENT IS REQUIRED 30 DAYS FROM THE DATE OF INVOICE. A MONTHLY SERVICE CHARGE OF 1.5% WILL BE ADDED TO ALL AMOUNTS NOT PAID WITHIN 30 DAYS OF THE DATE OF INVOICE.
2. IF AN ATTORNEY IS USED TO COLLECT ANY AMOUNT DUE, EITHER WITH OR WITHOUT SUIT, OR IF LEGAL PROCEEDINGS ARE TAKEN FOR THE COLLECTION OF ANY AMOUNT DUE, APPLICANT SHALL PAY, IN ADDITION TO THE PRINCIPAL AND INTEREST OWING, THE COSTS OF SUIT, AND ATTORNEY FEES IN THE AMOUNT OF 20% OF THE AMOUNT DUE INCLUDING INTEREST.
3. APPLICANT AGREES THAT ANY DISPUTE, CONTROVERSY, OR CLAIM ARISING IN CONNECTION WITH THE REQUESTED CREDIT OR IN CONNECTION WITH ANY GOODS PURCHASED BY APPLICANT, SHALL BE DECIDED EXCLUSIVELY BY AND IN THE STATE OR FEDERAL COURTS SITTING IN NEW CASTLE COUNTY, DELAWARE. FOR SUCH PURPOSE, APPLICANT HEREBY SUBMITS TO THE PERSONAL JURISDICTION OF SAID COURTS, AND WAIVES ANY RIGHT TO ASSERT OR MOVE FOR TRANSFER OF VENUE TO ANY COURT OTHER THAN SAID COURTS. ALL DISPUTES SHALL BE GOVERNED BY AND PURSUANT TO DELAWARE LAW. APPLICANT FURTHER AGREES THAT ANY AND ALL PURCHASE ORDERS SUBMITTED TO HERITAGE BY APPLICANT SHALL BE GOVERNED BY THIS PROVISION, REGARDLESS OF THE INCLUSION OF ANY LANGUAGE TO THE CONTRARY IN SUCH A PURCHASE ORDER, INCLUDING BUT NOT LIMITED TO PROVISIONS CONCERNING ALTERNATE VENUES OR SUBMISSION OF DISPUTES TO ALTERNATIVE DISPUTE RESOLUTION.
4. THE APPLICANT AND THE UNDERSIGNED, WHETHER OR NOT SIGNING IN A REPRESENTATIVE CAPACITY, WARRANT THAT THE INFORMATION CONTAINED IN THIS APPLICATION IS TRUE, COMPLETE AND CORRECT, AND THE UNDERSIGNED HAVE BEEN DULY AUTHORIZED TO EXECUTE THIS APPLICATION.
5. IT IS FURTHER ACKNOWLEDGED AND UNDERSTOOD THAT THE APPLICANT HAS READ AND UNDERSTANDS THIS APPLICATION. IT IS ALSO UNDERSTOOD THAT NO CREDIT WILL BE EXTENDED TO APPLICANT UNTIL THIS AGREEMENT IS APPROVED BY THE CREDIT MANAGER OF HERITAGE CONCRETE, LLC.
6. THIS APPLICATION WILL NOT BE APPROVED WITHOUT THE SIGNATURES OF ALL PARTNERS IF APPLICANT IS A PARTNERSHIP, BOTH HUSBAND AND WIFE IN THE CASE OF A SOLE PROPRIETORSHIP, AND THE PRESIDENT OR VICE PRESIDENT IN THE CASE OF A CORPORATION. I HAVE READ AND AGREE TO THE ABOVE TERMS OF CREDIT.
7. BY MY/OUR SIGNATURE BELOW, I/WWE AUTHORIZE HERITAGE CONCRETE, LLC TO CONTACT ABOVE CREDIT REFERENCES AND /OR OBTAIN A CREDIT REPORT ON ME/US.

Applicant _____ Date _____ 20____
Print Name of Company

Applicant _____ Date _____ 20____
Must Be Signed by Principals of Company

Applicant _____ Date _____ 20____

Applicant _____ Date _____ 20____
Spouse Signature for Sole Proprietorship

FOR THE PURPOSE OF INDUCING HERITAGE TO EXTEND CREDIT TO THE APPLICANT, THE UNDERSIGNED, WHETHER OR NOT SIGNING IN A REPRESENTATIVE CAPACITY, HEREBY GUARANTEES PAYMENT OF ALL AMOUNTS DUE AND OWING BY APPLICANT TO HERITAGE, INCLUDING COSTS AND ATTORNEY FEES DESCRIBED ABOVE. THE UNDERSIGNED WAIVES DEMAND, PROTEST, NOTICE OF NONPAYMENT, AND SUIT AGAINST THE APPLICANT. THIS GUARANTY SHALL REMAIN IN FULL FORCE AND EFFECT UNTIL WRITTEN NOTICE IS RECEIVED BY CERTIFIED MAIL THAT THE UNDERSIGNED REVOKES THIS GUARANTY.

Applicant _____ Date _____ 20____
Must Be Signed by Principals of Company

Applicant _____ Date _____ 20____

Applicant _____ Date _____ 20____
Spouse Signature for Sole Proprietorship