

Morgan Concrete Company

P.O. Box 246 Toccoa, GA 30577

Toccoa Main Office: 706-886-0431 | Fax: 706-886-0432

Athens: 706-613-0920 Demorest: 706-778-5508 Buford: 678-482-2903

Lavonia: 706-356-8285 Rabun Gap: 706-746-3011 Westminster: 864-647-1710 Jefferson: 706-693-7092

CREDIT APPLICATION AND AGREEMENT

APPLICATION DATE: _____ SALESPERSON: _____ PLANT: _____

ACCOUNT NAME / BUYER: _____ D/B/A: _____

BILLING ADDRESS: _____ CITY/STATE/ZIP: _____

STREET ADDRESS: _____ CITY/STATE/ZIP: _____

PHONE: _____ FAX: _____ MOBILE: _____ EMAIL: _____

TYPE OF BUSINESS: SOLE PROPRIETOR _____ PARTNERSHIP: _____ CORPORATION: _____ LLC: _____

FED ID#: _____ YEARS IN BUSINESS: _____ STATE TAX ID IF EXEMPT: _____

OWNER/OFFICER

*PLEASE COMPLETE AND ATTACH EXEMPTION FORM

FULL NAME TITLE

HOME ADDRESS HOME PHONE SOC. SECURITY # DATE OF BIRTH

FULL NAME TITLE

HOME ADDRESS HOME PHONE SOC. SECURITY # DATE OF BIRTH

BANK REFERENCE: _____ ADDRESS: _____

PHONE: _____ ACCOUNT #: _____ CONTACT: _____

TRADE REFERENCES:

| NAME | PHONE | ADDRESS | CITY | STATE | ZIP |
|-------|-------|---------|-------|-------|-------|
| _____ | () | _____ | _____ | _____ | _____ |
| _____ | () | _____ | _____ | _____ | _____ |
| _____ | () | _____ | _____ | _____ | _____ |

Terms and Conditions

- The undersigned acknowledges and understands that Morgan Concrete is relying on the information provided herein in deciding to grant or to continue credit or to accept the guarantee provided below.
- The undersigned agrees to notify Morgan Concrete immediately and in writing of any changes in names, address or legal entity and of any material adverse change (1) in any of the information contained in this application or (2) in the financial condition of the company seeking credit.
- Morgan Concrete is authorized to make all inquiries it deems necessary to verify the accuracy of the information contained herein, and to determine the credit worthiness of the company seeking credit and the undersigned.
- Morgan Concrete is authorized to answer questions about its credit experience with the company seeking credit and the undersigned.
- For valuable consideration received, and to induce Morgan Concrete to extend credit to the company seeking credit, the undersigned, jointly and severally guarantee and promise to pay any and all indebtedness of the company seeking credit and they each severally agree to pay all costs of collecting or securing or attempting to collect or secure under this personal guarantee, including reasonable attorney's fees, whether the same be collected or secured by, or any attorney consulted with reference to, suit or otherwise. This is a continuing guarantee relating to any indebtedness including that arising under successive transactions. Morgan Concrete has the authority to extend the time of payment of any indebtedness hereby guaranteed and to renew, modify or accelerate the terms or provisions of the indebtedness or any part thereof, without notice and without releasing the liability of the undersigned. The undersigned waives any rights to Morgan Concrete to give notice of indebtedness or default of payment. Nor will it be necessary for Morgan Concrete to procure a judgment against the company seeking credit before demanding the payment which is hereby guaranteed. This guarantee shall be continuing, absolute and unconditional and shall remain in full force and effect as to the undersigned and his/her estate. Execution is notice to the undersigned of his/her acceptance and no further notice of acceptance is required.
- Any endorsement placed on a check tendered for payment that purports to be an accord and satisfaction or a partial or full release of Seller's rights shall be without effect.
- Buyer agrees to furnish Morgan Concrete (the "Seller"), on request, with copies of all "Bonds", "Contracts", "Notices of Commencements", purchase order(s), job numbers, job addresses and other information it deems necessary to protect Seller's interest. Buyer agrees that the Seller may send out any necessary notices required to secure available lien and/or bond rights.
- Concrete block prices include unloading of ground only at nearest accessible location. Block deliveries less than 500 units will be subject to a minimum load fee.
- Seller shall not be responsible for the temperature control of concrete or grout from the batch plant to the point of unloading unless specific provisions are made 24 hours in advance and Buyer shall pay for all additional costs.
- Notice and Delivery.** Seller will take reasonable steps to deliver ready mix concrete and grout to the locations at the times and quantities requested by Buyer, provided Buyer schedules with Seller the deliveries during normal working hours and not less than twenty-four hours in advance of the requested deliveries. Seller is authorized to make deliveries requested by Buyer's personnel and agents, including its purchase managers, project managers, superintendents, foremen, builders, subcontractors and concrete placers and finishers. Under no circumstances shall Seller have any liability whatsoever resulting from delay regardless of the reasons. Buyer will be charged for each delivery request and will not be entitled to a credit unless the delivery is cancelled prior to the batching and loading operations occurring.
- Ready Mix Concrete/Grout.** Seller has available a few concrete and grout mixtures. Information on these concrete and grout mixtures is available at the offices of Seller or upon request. Strengths are based on a maximum of a 4-inch slump. If Buyer desires a different concrete or grout mixture, it will need to provide in writing the design and proportioning of the concrete or grout mixture to Seller, specifying materials readily available to Seller, and Seller will assign a unique mix code name for the concrete or grout mixture. Seller shall not be responsible for the performance of the concrete or grout mixtures provided by Buyer or others, including the 28-day strength. The ready mix concrete and grout mixtures will be batched, mixed and delivered to Buyer in accordance with ASTM C94; provided, however, Seller shall not be responsible for the temperature of the concrete or take any cold or hot weather precautions without Buyer first requesting and agreeing in writing to pay the additional pricing for such precautions. The ready mix concrete and grout are being provided by the cubic yard. Buyer acknowledges that the amount of concrete and grout ordered has been determined by the Buyer, and the Buyer assumes full responsibility therefor and shall hold Seller harmless regarding the adequacy of the amount of ready mix

