

**APPLICATION FOR CREDIT
TO
NELSON BROS. READY MIX, LTD.**

NAME OF APPLICANT _____

TELEPHONE _____ FAX _____

BUSINESS ADDRESS _____ SUBSIDIARY/DIVISION OF _____

PO BOX _____ CITY _____ STATE, ZIP CODE _____ STREET ADDRESS _____ CITY _____ ZIP CODE _____

EMAIL: _____

BUSINESS IS: PROPRIETORSHIP PARTNERSHIP CORPORATION
 CREDIT LIMIT REQUESTED _____ CHARTERED IN WHAT STATE? _____
 YEAR BUSINESS ESTABLISHED? _____

TYPE OF BUSINESS _____ PURCHASE ORDER REQUIRED? _____ TAXABLE? _____

IF NO, ATTACH EXEMPTION CERTIFICATE
 COMMERCIAL WORK _____ RESIDENTIAL WORK _____ OTHER (EXPLAIN) _____

OWNERS (If applicant is a sole proprietorship or partnership) OFFICERS (If a corporation)

| | | |
|-------|--------------------------------|------------|
| Name | Home Address, City, State, Zip | S/S# |
| Title | Home Phone | Dr. Lic. # |
| Name | Home Address, City, State, Zip | S/S# |
| Title | Home Phone | Dr. Lic.# |
| Name | Home Address, City, State, Zip | S/S# |
| Title | Home Phone | Dr. Lic. # |

TRADE REFERENCES – INCLUDE AT LEAST ONE READY MIX SUPPLIER

- NAME OF BUSINESS _____ ADDRESS _____ TELEPHONE _____ FAX# _____
- NAME OF BUSINESS _____ ADDRESS _____ TELEPHONE _____ FAX# _____
- NAME OF BUSINESS _____ ADDRESS _____ TELEPHONE _____ FAX# _____
- NAME OF BUSINESS _____ ADDRESS _____ TELEPHONE _____ FAX# _____

BANK REFERENCE _____ ACCT. NO. _____ PHONE _____ SAVINGS CHECKING

IF NEW BUSINESS - INCLUDE PAST THREE YEARS EMPLOYMENT RECORD & EXPERIENCE

BONDING COMPANY _____ ADDRESS _____ CITY _____ STATE _____ ZIP _____ BONDING AGENT _____ NAME _____

"STANDARD TERMS AND CONDITIONS OF SALE APPEAR ON THE REVERSE OF THIS APPLICATION." It is agreed that all sales of products and/or labor by Nelson Bros. Ready Mix, Ltd. (hereinafter referred to as "Nelson Bros.") will be based on these terms and conditions. Terms of payment are all invoices are due by the 10th day of the month following the date of purchase. It is understood and agreed that past due balances are subject to service charges at a rate of 1½% per month (18% per annum) or the maximum interest rate permitted by law, which ever is less. We hereby authorize you to contact the above references for needed credit information.

 (Company)

 (President/Partner/Proprietorship) (Date)

GUARANTY OF INDEBTEDNESS

The undersigned Guarantor(s) in order to induce Nelson Bros. Ready Mix, Ltd. to extend credit to applicant herein, does hereby unconditionally personally guarantee all sums which may be owed by applicant to Nelson Bros. Ready Mix, Ltd. whether said indebtedness is due now or hereafter incurred. This Guaranty is continuing, and shall continue to apply to all indebtedness which applicant may hereafter incur, renew, or extend in whole or in part, with Nelson Bros. Ready Mix, Ltd., all without notice to the undersigned Guarantor(s). Nelson Bros. Ready Mix, Ltd. may jointly or independently modify the indebtedness, accept or release collateral, or release the applicant, without releasing the undersigned Guarantor(s) without notice. If this Guaranty is executed by more than one Guarantor, one or more Guarantors may be released, and such release shall not release the other Guarantor(s), and such release may be done without notice to the other Guarantor(s). The undersigned Guarantor(s) waives notice of acceptance of this Guaranty. Performance of this Guaranty shall be at Lewisville, Denton County, Texas and the undersigned Guarantor(s) promise to pay the indebtedness and obligations incurred hereunder at Lewisville, Denton County, Texas.

Signed this _____ day of _____, 200__.

 Guarantor Guarantor

STANDARD TERMS AND CONDITIONS OF SALE

1. All sales or rentals are expressly conditional on Buyer's agreement to the standard terms and conditions on the front and back of this form. Any order or statement of intent to purchase any products and/or services from Nelson Bros. herein separately and collectively referred to as "Seller"; or any direction to proceed with engineering, procurement, manufacture or shipment of any of said products and/or services; or acceptance of all or part of such products and/or services; or payment of all or part of such products and/or services; shall constitute assent to said terms and conditions. Any different or additional terms and conditions proposed by Buyer in a purchase order or otherwise, are objected to by Seller and will not be binding upon Seller unless specifically assented to in writing by an authorized representative of Seller's management. These terms and conditions of sale represent the entire sales agreement of the parties as to purchases made by Buyer from Seller, except in situations where Seller has agreed to other or additional terms and conditions in writing by an authorized agent.
2. Each shipment or delivery shall be deemed to have been sold under a separate and independent contract. Any order for products, and/or services by Buyer shall constitute a representation that Buyer is solvent. If, in the judgment of Seller, the financial condition of the Buyer at the time of manufacture or shipment does not justify the terms of payment specified, Seller reserves the right to require from Buyer full or partial cash payment or other adequate assurance of performance in order to provide security for full payment of the products and/or services before manufacture or shipment. Buyer grants Seller a security interest in all products and/or services. Buyer agrees to execute any documents or furnish information necessary to perfect this security interest.
3. Payment terms are all balances due the 10th day of the month following the date of purchase.
4. Seller assumes no responsibility for products and/or services meeting any job specifications or requirements unless specifically so stated in Seller's written quotation.
5. As to products delivered by Seller's truck, title passes upon delivery at the place Buyer receives possession; and, thereafter, all risk of loss or damages shall be on Buyer. Deliveries by common carrier are f.o.b. shipping point. On direct shipments from manufacturers, title passes to Buyer at point and time of delivery to carrier; and, thereafter, all risk of loss or damage shall be on Buyer. Damage or shortage claims arising from direct shipments are to be made by Buyer against carrier. Seller assumes no responsibility beyond delivery to carrier in good order and is not responsible for loss, damage, or delay occurring thereafter. All items shown as freight allowed pertain to particular items and quantities. Any deviation after placement of order, such as changes in quantity or partial release, will be subject to the manufacturer's terms and conditions where applicable. Extra labor or mechanical facilities required to unload shall be provided by Buyer without cost to Seller.
6. Delivery or performance dates are not guaranteed, but if stated, are based upon best information then available and unless otherwise specifically stated in writing are subject to change without notice. Seller shall not be liable for failure to deliver or for delay in delivery or performance due to (i) a cause beyond its reasonable control, or (ii) an act of God, act or omission of Buyer, act of civil or military authority, governmental priority or other allocation or control, fire, strike or other labor difficulty, riot or other civil disturbance, insolvency or other inability to perform by the manufacturer, delay in transportation, or (iii) any other commercial impracticability. In the event of any such delay, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay.
7. SELLER EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER WRITTEN, EXPRESS, ORAL, IMPLIED OR STATUTORY, RELATING TO THE DESCRIBED PRODUCTS AND/OR SERVICES. NO IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE SHALL APPLY.
8. SELLER'S LIABILITY ON ANY CLAIM OR DAMAGE ARISING OUT OF THE SUPPLYING OF ANY PRODUCTS, RENTAL OF EQUIPMENT, AND/OR SERVICES TO BUYER, OR THEIR SALE, RESALE, OPERATION OF USE, WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHER GROUNDS, SHALL NOT EXCEED THE PRICE ALLOWABLE TO SUCH PRODUCTS AND/OR SERVICES OR PART THEREOF INVOLVED IN THE CLAIM. SELLER SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE FOR ANY LABOR CHARGES WITHOUT THE PRIOR WRITTEN CONSENT OF SELLER. SELLER SHALL NOT IN ANY EVENT BE LIABLE, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHER GROUNDS, FOR SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PENAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, LOSS OF USE OF THE PRODUCT OR ANY ASSOCIATED PRODUCT, COST OF CAPITAL, COST OF SUBSTITUTE PRODUCTS, FACILITIES OR SERVICES, DOWNTIME COSTS, OR CLAIMS OF CUSTOMERS OF THE BUYER FOR SUCH DAMAGES. IF SELLER FURNISHES BUYER WITH ADVICE OR OTHER ASSISTANCE WHICH CONCERNS ANY PRODUCTS, RENTAL EQUIPMENT, AND/OR SERVICES SUPPLIED HEREUNDER, OR ANY SYSTEM OR EQUIPMENT IN WHICH ANY SUCH PRODUCTS AND/OR SERVICES MAY BE INSTALLED, AND WHICH IS NOT REQUIRED PURSUANT TO THIS CONTRACT, THE FURNISHING OF SUCH ADVICE OR ASSISTANCE WILL NOT SUBJECT SELLER TO ANY LIABILITY, WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHER GROUNDS.
9. No products and/or services will be accepted for return without the written permission of Seller. All products and/or services claimed to be defective shall be held subject to inspection by Seller and/or the manufacturer.
10. Additional water may weaken or cause the products to crack; therefore, any additional water added at the time of delivery shall be at the request and sole risk of Buyer.
11. No waiver, alteration or modification of any of the provisions hereof shall be binding upon Seller unless specifically assented to in writing by an authorized representative of Seller's management.
12. Payment of products and/or services purchased or rented from Seller by Buyer shall be made at Lewisville, Denton County, Texas. In the event Buyer does not pay when due, Buyer agrees to pay interest on past due amounts at the rate of 1-1/2% per month (18% per annum) or the maximum interest rate permitted by law, whichever is less.
13. Orders placed by Buyer may be cancelled by the Buyer only if agreed to by Seller and upon payment of reasonable charges based upon expenses already incurred and commitments made by Seller.
14. If it is necessary for Seller to institute legal proceedings against Buyer to collect any indebtedness due or to enforce any of these Terms and Conditions of Sale, Seller shall be entitled to recover from Buyer its reasonable attorneys' fees and costs.

BACK SIDE OF CREDIT APPLICATION

SIGNATURE _____ DATE _____

Nelson Bros. Ready Mix, Ltd.

721 E. Main St.

Lewisville, TX 75057

(972) 436-6558 office

(972) 219-6034 fax

The undersigned consents to Nelson Bros. Ready Mix, LTD. obtaining a consumer credit report on _____ for the purpose of evaluating the creditworthiness of _____, in connection with this Application.

Date: _____

Signed By:

Name: _____

SS# _____

Address: _____
