

AGGREGATE INDUSTRIES-WCR, INC.

1707 Cole Blvd. #100
Golden, Colorado 80401
Office: (303) 985-1070
Fax: (303) 716-5298



APPLICATION FOR CREDIT

Part I - Customer Information

Date _____

Firm Name _____

Mailing Address: _____ City _____ State _____ Zip _____

Street Address (if different) _____ City _____ State _____ Zip _____

Office Phone _____ Home Phone _____ Mobile or Pager _____ Fax# _____

Nature of Business _____ Date Started _____ Fed ID or Soc Sec # _____

OWNERSHIP

Check One: Corporation ___ Partnership ___ Proprietorship ___ Other _____

Officers, Partners or Owner Title: Residence Address: Home Ph:

REFERENCES

Bank _____ Address _____ Officer _____

Bank _____ Address _____ Officer _____

SUPPLIERS (over 6 months):

_____ Address _____ Phone _____

_____ Address _____ Phone _____

_____ Address _____ Phone _____

_____ Address _____ Phone _____

Do you require purchase order numbers? _____ Other? _____

If you are a tax exempt Resale business or a Tax-Exempt entity, attach certificate copy and enter # _____

**CONTINUED ON REVERSE SIDE
REVERSE MUST BE SIGNED**

Part II - Credit Sales Agreement

In consideration of Aggregate Industries-WCR, Inc. (hereinafter called "AI") extending credit to the firm of _____, (the "Firm"); and in further consideration of AI delivering materials to the Firm on credit; and relying upon the representations set forth in this credit application submitted by _____ (the "Applicant"), the undersigned parties agree as follows:

- 1.) The Applicant warrants and represents that he has full authority to enter into this credit agreement by and on behalf of the Firm;
- 2.) The Firm and Applicant warrant that all materials purchased under this agreement shall be for business purposes only and are not for any personal or household uses of the undersigned parties, and that this is not a consumer credit contract within the meaning of the applicable Federal or Colorado statutes;
- 3.) All the charges from materials delivered to the Firm are due and payable by the Firm by the 10th day of the month following delivery of the materials. All accounts not paid by the 25th day of the month following delivery of materials will be charged a FINANCE CHARGE of ONE AND ONE-HALF PERCENT (1 1/2%) per month on the unpaid balance, which is an ANNUAL RATE OF EIGHTEEN PERCENT (18%);
- 4.) Notice to the Firm or Applicant of nonpayment of any past due accounts is hereby waived;
- 5.) If AI, at its sole discretion, deems it necessary or advisable to bring legal action to enforce any provision of this agreement, or to collect any past due account hereunder, the Firm and the Applicant shall pay to AI all court costs and any and all expenses arising out of or caused by the litigation, including reasonable attorney's fees incurred in any such proceedings, and all such costs or expenses shall be included in the judgment and AI shall be entitled to the benefit of any liens securing the payment hereunder;
- 6.) The Applicant hereby individually guarantees the payment of any and all accounts hereunder, and further agrees that any or all of the undersigned may be held jointly and severally liable to AI under this credit sales agreement;
- 7.) This is an agreement only for the extension of credit by AI upon delivery of materials and is in no way a commitment by any AI division to deliver any materials whatsoever;
- 8.) The credit extended under this agreement may be terminated or withheld by each AI division at any time at its sole discretion.
- 9.) This agreement shall be construed and enforced in accordance with the laws of the State of Colorado and venue shall be proper in Jefferson County, Colorado or in any other county as AI may choose.
- 10.) If Firm defaults on any obligation under this agreement or any other contract, purchase order or account with AI, AI may, at its sole option, refuse to (a) provide any further materials and/or labor; (b) extend any further credit under this agreement; and/or (c) terminate this agreement or any other contract, purchase order, or account with the Firm; and/or (d) retain any of the Firm's assets in its possession to secure indebtedness hereunder.
- 11.) Applicant hereby authorizes AI to investigate firm and applicant's credit history and, by signature hereon, releases such information to AI. Applicant acknowledges and agrees that AI may share credit information regarding the firm and applicant with other entities as AI deems appropriate.

Dated this _____ day of _____, 20_____.

Name of Firm _____

by _____

and _____
Applicant - Individual Guarantee of Payment

and _____
Applicant - Individual Guarantee of Payment

Aggregate Industries-WCR, Inc.

by _____