



Lehigh White Cement Company  
 1601 Forum Place, Suite 1110  
 West Palm Beach, FL 33401  
 Phone: (561) 812-7450

**BUSINESS CREDIT APPLICATION**

LEGAL COMPANY NAME						ESTIMATED MONTHLY PURCHASES			
TRADE NAME / DBA				FEDERAL ID#					
PHYSICAL ADDRESS				BILLING ADDRESS					
CITY		COUNTY	STATE	ZIP CODE		CITY		STATE	ZIP CODE
TELEPHONE NUMBER			FAX NUMBER		CELL NUMBER		E-MAIL ADDRESS		
BUSINESS START DATE			A/P CONTACT NAME			A/P CONTACT TELEPHONE NUMBER			
BUSINESS STRUCTURE:    SOLE PROPRIETOR    CORPORATION    PARTNERSHIP    JOINT VENTURE    LIMITED LIABILITY COMPANY (LLC) LIMITED LIABILITY PARTNERSHIP (LLP)    PRIME CONTRACTOR    SUBCONTRACTOR    SUB/ SUBCONTRACTOR    DISTRIBUTOR									
<b>TAXABLE</b>		<b>TAX STATUS</b>		<b>EXEMPTION / RESALE NUMBER</b>		<b>IF PURCHASES ARE EXEMPT FROM SALES TAX - A SIGNED EXEMPTION OR RESALE CERTIFICATE MUST BE PROVIDED.</b>			
		<b>EXEMPT</b>							
PURCHASE ORDERS REQUIRED? YES NO		CONTRACTOR'S LICENSE NUMBER (LOCATION SPECIFIC)				E-MAIL INVOICES?    YES    NO			
OWNER OR OFFICER						A/P E-MAIL ADDRESS:			
OWNER OR OFFICER						TITLE			
OWNER OR OFFICER						TITLE			
<b>GUARANTORS</b>									
GUARANTOR		SOCIAL SECURITY NUMBER			GUARANTOR		SOCIAL SECURITY NUMBER		
HOME ADDRESS		TELEPHONE NUMBER			HOME ADDRESS		TELEPHONE NUMBER		
CITY		STATE	ZIP CODE		CITY		STATE	ZIP CODE	
<b>TRADE REFERENCES / BANK REFERENCE</b>									
SUPPLIER TRADE REFERENCE COMPANY NAME		TELEPHONE NUMBER			FAX NUMBER		ACCOUNT NUMBER AND/OR CONTACT PERSON		
SUPPLIER TRADE REFERENCE COMPANY NAME		TELEPHONE NUMBER			FAX NUMBER		ACCOUNT NUMBER AND/OR CONTACT PERSON		
BANK REFERENCE		TELEPHONE NUMBER			FAX NUMBER		ACCOUNT NUMBER AND/OR CONTACT PERSON		
<p><b>IF YOUR COMPANY OR A CONTRACTED HAULER WILL BE PICKING UP PRODUCT AT OUR FACILITY, A CERTIFICATE OF INSURANCE IS REQUIRED</b></p> <p style="text-align: center;"><b>PLEASE ATTACH COPY OF PURCHASER'S MOST RECENT FINANCIAL STATEMENT</b></p> <p>Purchaser certifies that it is solvent and capable of meeting its obligations hereunder, and that all information provided to Seller (including Purchaser's attached financial statement) is true, accurate and complete. All such information has been submitted for the purpose of obtaining credit. Purchaser and each guarantor authorize Lehigh White Cement Company LLC and/or any subsidiary or affiliate ("Seller") to request credit reports from credit bureaus (including consumer reporting agencies) regarding their respective commercial or personal credit and otherwise to investigate their respective creditworthiness before extending credit now or at any time in the future. Purchaser also agrees to comply with all applicable bulk sales laws. Purchaser agrees that it has received, reviewed and is in agreement with the Terms and Conditions of Sale, reverse side (or page 2) of the Credit Application and Personal Guaranty.</p>									
Authorized Signature			Printed Name			Date			
<b>PERSONAL GUARANTY</b>									
<p>To induce the extension of credit to Purchaser, Guarantor (jointly and severally, if more than one) hereby guarantees payment of all existing and future indebtedness of Purchaser to Seller, including any cost, expenses, and reasonable attorneys' fees payable as a consequence of Seller's collection efforts. This personal guaranty is absolute, complete, irrevocable and continuing and it shall not be necessary for Seller to give notice to Guarantor of any extension of credit to Purchaser, any renewal thereof, any modification of the terms thereof, of Seller's arrangements with any other Guarantor. Guarantor agrees to provide personal information as reasonably requested by Seller.</p>									
Signature			Printed Name			Date			
Signature			Printed Name			Date			
(Spouse's signature required in the State of Arizona)									

## GENERAL TERMS AND CONDITIONS OF SALE

All references in this document to "Seller" shall refer to Lehigh White Cement Company and its subsidiaries, parents, affiliates, agents, and assigns. Applicant (hereinafter "Purchaser") further agrees that the following terms and conditions will apply to all sales of goods or services by Seller.

Seller will sell the goods offered by it on the terms and conditions stated herein. Acceptance by Purchaser is expressly limited to these terms. Purchaser shall be deemed to have agreed to all these terms (and only such terms), notwithstanding any different or additional terms contained in any purchase order, acknowledgment, offer, or other document submitted by Purchaser. Seller expressly objects to any terms submitted by Purchaser which are additional to, different from, or in conflict with, any terms set forth herein. Neither the failure of Seller to separately object to a Purchase Order or other communication from Purchaser, nor the production or shipment of the goods shall be deemed an agreement by Seller to any terms or conditions which are additional to, different from, or conflicting with, the terms herein.

Prices in quotations made by Seller are subject to change without notice, and all quotations expire and become invalid if not accepted within 30 days from the date of issue, unless otherwise noted by Seller in writing. Price extensions when made are for Purchaser's convenience only, and they, as well as any mathematical, stenographic, or clerical errors, are not binding on Seller. Prices shown may not include any sales, excise, or other governmental tax or charge payable by Seller to Federal, State, or local authority. Any taxes now or hereafter imposed upon sales of shipments will be added to the purchase price. Purchaser agrees to reimburse Seller for any such tax or to provide Seller with an acceptable and authorized tax exemption certificate.

Purchaser warrants and certifies, and it is financially solvent to meet the payment requirements in its orders. In addition to Seller's right under the Uniform Commercial Code, if in the judgment of Seller, the financial condition of the Purchaser at the time of shipment does not justify the terms of payment specified, Seller reserves the right to require from Purchaser full or partial cash upfront payment or other adequate assurance of performance before shipment. Seller reserves the right to suspend its performance until such payment or adequate assurance of performance has been received. Purchaser agrees that all funds owed to Purchaser from anyone or received by Purchaser to the extent those funds result from the materials supplied by Seller shall be held in trust for the benefit of Seller (the Trust Funds). Purchaser agrees it has no interest in the Trust Funds held by anyone and to promptly account for and pay to Seller all such Trust Funds.

Purchaser agrees to pay Seller all costs and expenses of collection, suit, or other legal action, including all attorneys' fees and legal costs, incurred by Seller. Any cause of action which Seller may have against Purchaser may be assigned by Seller. Unless otherwise stated on the invoice or other writing from Seller, payment terms are Net 30 from the date of the Invoice. To the extent permitted by law, Seller may apply interest at 1.5% per month on any payments due after 30 days from date of the Invoice. If not permitted by law, Seller may apply the maximum amount of interest allowed by applicable law. Payment is due in the form of cash, cash equivalent, check, or money order. Seller may apply Purchasers' payment against any open charges within Seller's sole discretion. The Seller has the right to exercise setoff or recoupment when needed to satisfy an outstanding debt.

All dates quoted by Seller for delivery of products are estimates only, and unless otherwise stated in writing, Seller will not be liable for any charges resulting from either late or early delivery from the date quoted, no matter the cause. Risk of loss for Seller's products shall be borne by Purchaser upon tender of goods for shipment, unless Seller is responsible for shipment, then risk of loss will shift to Purchaser upon delivery. Purchaser agrees to pay reasonable storage fees if materials are stored on Seller's yard more than sixty (60) days after Seller is ready for delivery. Seller will be excused from performance, or timely performance, based upon a force majeure event or events, which are herein defined as events or occurrences beyond Seller's reasonable control, including but not limited to fire, flood, strikes, lockouts, difference with workers, accidents, war, insurrection, delays in transportation, equipment failure, shortage of cars, trucks, fuel or materials, pandemic, governmental interference or regulation, or acts of God. Seller reserves the right to adjust prices due to delays, shortage, or increased costs of materials or transportation.

Seller may terminate its agreement with Purchaser immediately upon Purchaser's bankruptcy or other insolvency. Seller may also terminate its agreement with Purchaser if: (1) Purchaser commits a material breach of the agreement which is not capable of being remedied, or if capable of being remedied, is not remedied within twenty (20) days of written notice to do so; (2) Purchaser fails to pay any uncontested amount due within five (5) days of receipt of notice demanding payment; or, (3) Seller provides reasonable notice to Purchaser, not less than thirty (30) days, for any reason.

Seller warrants that at the time of delivery, the Seller's goods will be free from defects in materials and workmanship and will conform to the Seller's description of the goods in its quotation or invoice, or in the absence of such description, to the standard manufacturing practice in Seller's industry. This warranty is only effective if Seller's goods are installed by individuals who are qualified to install such products and expressly excludes conditions caused by improper installation, abuse, misuse, wear and tear, lack of maintenance, combining or mixing Seller's product with any cement or other product, and other causes outside the reasonable control of Seller. Purchaser's sole and exclusive remedy for any defective goods will be repair or replacement (at Seller's discretion), f.o.b. Seller's plant with full freight allowed to the jobsite, or upon mutual agreement, to credit Purchaser's account. If repair or replacement is made, Seller will have a reasonable time to make such repair or replacement. Purchaser is required to notify Seller of defective goods within thirty (30) days from the date of delivery of such goods or services, or any such warranty claim shall be deemed waived. Seller's liability for the goods and services provided, whether such liability be under contract, tort, or otherwise shall not in any event exceed the price of the goods or services or portion of such goods or services on which such liability is based, and Purchaser waives any claim for amount more than that amount. **THE FOREGOING IS THE SOLE WARRANTY IS IN LIEU OF ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY. TO THE EXTENT PERMITTED BY APPLICABLE LAW, ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, DURABILITY, AND AGAINST LATENT DEFECTS, ARE HEREBY DISCLAIMED. IN NO EVENT SHALL SELLER BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, LOSSES OR EXPENSES DIRECTLY OR INDIRECTLY ARISING FROM THE SALE, HANDLING OR USE OF THE GOODS OR SERVICES, OR FROM ANY OTHER CAUSE OR BREACH, INCLUDING, BUT NOT LIMITED TO BREACH OF WARRANTY OR NEGLIGENCE.**

No legal action shall be brought by the Purchaser against the Seller for any claim with respect to any goods or services sold by Seller to Purchaser more than one (1) year after delivery of such goods or services to the Purchaser. It is agreed that any cause of action with respect to such goods or services will accrue on the date of delivery of such goods or services.

If any provision hereof is held by any court of competent jurisdiction to be illegal, void, or unenforceable, such provision will be of no force and effect, but the legality or unenforceability will have no effect upon and will not impair the enforceability of any other provision of this document. A counterpart of this document delivered by facsimile or electronic transmission shall be deemed an original document and be valid for all purposes. If Seller electronically stores a scanned version of this document, such a scanned version shall be considered to be an original and enforceable version of the document.

**PURCHASER AND SELLER AGREE AND INTEND THAT THERE ARE NO THIRD-PARTY BENEFICIARIES TO THIS DOCUMENT AND THAT PURCHASER AND SELLER ARE THE SOLE INTENDED BENEFICIARIES OF THIS DOCUMENT.**

The Business Credit Application and these terms and conditions shall constitute the complete and exclusive statement of the agreement between the parties and shall supersede all previous understandings between the parties which may have existed relating to the goods and may be modified only in writing and signed by both parties.

These terms and conditions and each purchase order and the contract arising from it shall be governed by the Laws of the State of Pennsylvania. All judicial proceedings hereunder or with respect to any Purchase Order shall be brought in the courts with jurisdiction over and sitting in York County, Pennsylvania. Seller and Purchaser agree to such jurisdiction and venue and submit themselves to jurisdiction of such courts, hereby waiving any claim about inconvenient forum or other procedural restrictions or impediments to the jurisdiction of said courts.

When applicable, the terms of Executive Order 11246 and 41 C.F.R. part 60-1 shall apply to any purchase made by Purchaser in reliance on this Document.

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