



Notice: By submitting this Credit Application/Sales Contract, the undersigned individually and on behalf of the Corporation or other such entity noted below agrees to all terms and conditions set forth below Including, but not limited to, joint and several liability, guaranty of payment of all account balances, penalties, service charges, reasonable attorney's fees and court cost incurred.

**SECTION I — APPLICANT**

Company/Individual Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ Cell: \_\_\_\_\_

\_\_\_\_\_ Fax: \_\_\_\_\_

Payment Responsibility/A/P Contact Name: \_\_\_\_\_ AP Email: \_\_\_\_\_

Please Circle One: Individual Corporation Palnvoicing Email: \_\_\_\_\_

How Long in Business: \_\_\_\_\_

Taxpayer ID (SS# or Fed ID) \_\_\_\_\_

**SECTION III — OFFICER(S), PARTNER(S), PROPRIETOR, OWNER, MEMBER INFORMATION**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

**SECTION IV — CREDIT REFERENCES**

Name	Account no.	Address	Phone	Fax
Credit Ref:	_____	_____	_____	_____
Credit Ref:	_____	_____	_____	_____
Credit Ref:	_____	_____	_____	_____
Bank Name:	_____	Branch: _____	Account #:	_____

**SECTION V — MISC INFORMATION**

If there is a construction loan or you anticipate a construction loan, identify the lending company and the contact person:

**SECTION VI – BONDED PROJECTS**

If credit being obtained for a bonded job, please give name, address and phone number of the bonding company:

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Name Address Phone

Are Purchase Order Numbers Required? YES or NO

Tax Exempt: YES or NO (if yes, include tax exemption certificate) Tax Exempt #: \_\_\_\_\_

Have you ever filed for Bankruptcy? YES or NO If so, when? \_\_\_\_\_



## SECTION VI — TERMS AND CONDITIONS

This application, including all of the Information contained herein, is a request for one or more extensions of business credit to defer payment for purchase of construction materials by Applicant/Guarantor from American Materials Company LLC, all dba's, subsidiaries, divisions, affiliates, acquisitions and common shareholder entities. By submitting this Application to American Materials LLC, Applicant/Guarantor hereby agrees to these Terms and Conditions.

**PAYMENT DUE:** Payment terms are stated on each Invoice, Purchases not paid in accordance with those terms will be considered past due and subject to a finance charge of 1.5% per month, which is an annual percentage rate of 18%, added to the unpaid balance. Finance Charges are a penalty for non-payment and should not be considered an offer of financing.

**COLLECTION EXPENSES:** In the event of any proceeding to collect any amount due from Applicant/Guarantor/Owners/Partners/Officers/Members to American Materials Company LLC, Applicant/Guarantor/Owners/Partners/Officers/Members shall pay 20% collection costs, plus 25% attorney fees should counsel be retained plus court costs.

**CREDIT REPORTS:** Applicant/Guarantor/Owners/Partners/Officers/Members authorizes American Materials Company LLC from time to time to obtain one or more credit reports from any reporting agency to obtain information regarding Applicant/Guarantor/Owners/Partners/Officers/Members thereof from any creditor of Applicant/Guarantor/Owners/Partners/Officers/Members, including, but not limited to, each of the credit references listed in SECTION IV. Applicant/Guarantor/Owners/Partners/Officers/Members further authorizes each of their creditors to give American Materials Company LLC from time to time any and all necessary information that will aid American Materials Company LLC in its credit investigation. Applicant/Guarantor/Owners/Partners/Officers/Members further authorizes American Materials Company LLC to reinvestigate credit status from time to time as American Materials Company LLC deems necessary. American Materials Company LLC reserves the right to limit, terminate, or change the terms of any extension of credit to Applicant/Guarantor/Owners/Partners/Officers/Members at its sole discretion. Applicant/Guarantor/Owners/Partners/Officers/Members authorizes American Materials Company LLC to act as a credit reference for Applicant/Guarantor by responding to inquiries from other creditors or potential creditors of Applicant/Guarantor/Owners/Partners/Officers/Members regarding transactions or experiences with Applicant/Guarantor/Owners/Partners/Officers/Members.

**ACCEPTANCE OF MATERIAL:** Payment shall constitute acceptance of material. Any and all claims by Applicant/Guarantor/Owners/Partners/Officers/Members to American Materials Company LLC as to any of the material furnished shall be made in writing and be made no later than 10 days after American Materials Company LLC furnishes the same. Creditor's liability is limited to credit or replacement of product and services. If no claim is made within such period, Applicant/Guarantor/Owners/Partners/Officers/Members shall be deemed to have waived any rights to claims against American Materials Company LLC for such material. Applicant/Guarantor/Owners/Partners/Officers/Members is also assuming full responsibility for any extra products and/or admixtures requested and delivered to the jobsite. The Applicant/Guarantor/Owners/Partners/Officers/Members understands that whomever calls into American Materials Company LLC to place an order is an authorized representative for the Applicant/Guarantor/Owners/Partners/Officers/Members, and the business will be held fully responsible for all charges incurred and warrants that any order placed on their behalf is authorized to do so.

**ADDING WATER TO CONCRETE:** American Materials Company LLC does not assume responsibility for the strength or quality of material delivered in which water or any other additive has been added to the material at contractor's request. Under no circumstances shall American Materials Company LLC be obligated for incidental or consequential damages, losses or expenses in connection with or by reason of the use of or inability to use the material provided by American Materials Company LLC which has been altered.

**ACCESS TO WORK SITE:** The Applicant/Guarantor/Owners/Partners/Officers/Members agrees to provide roadways or approaches permitting safe access of American Materials Company LLC trucks under their own power to the point of delivery. American Materials Company LLC shall reserve the right to stop delivery if such access is not provided, Applicant/Guarantor/Owners/Partners/Officers/Members assumes full responsibility for any damage or cost incurred to our equipment or to the property of any other parties when our equipment is off of the public roadway. Applicant/Guarantor/Owners/Partners/Officers/Members assumes full and complete liability and responsibility for providing safe access for the delivery of all material.

**LIEN RIGHTS:** This agreement shall not be deemed a limitation or waiver of any rights or remedies that American Materials Company LLC has under any federal or state mechanic's lien laws or under any applicable payment bond or any other rights, remedies, powers or privileges now or hereafter existing in law or equity, all of which is expressly reserved.

## SECTION VII - UNCONDITIONAL PERSONAL GUARANTY:

The undersigned, individually, as well as on behalf of the Corporation, Partnership, LLC, LLP or other such entity noted above, agrees to pay all indebtedness now due or which may become due, including penalties, service charges, extra charges, reasonable attorney's fees, and court costs Incurred in the collection of their past due account. Liability shall be joint and several. The applicant and signatories regardless of title, agree to be jointly and severally liable for all unpaid amounts when any charge exceeds 60 days past due.

This guaranty is a continuing guaranty of payment and shall inure to the benefit of American Materials Company LLC, from the date heron and shall remain in full force as long as the applicant has an open account. Any earlier termination of the guaranty with the agreement of American Materials Company LLC shall not affect any of the guarantor's obligations hereunder with respect to indebtedness incurred prior to the termination.



Each of the undersigned waives all notices with respect to the guaranty and waive acceptance of the guaranty by American Materials Company LLC. Each of the undersigned also hereby subordinates any indebtedness owed to the undersigned by the applicant and any right of subrogation of contribution against Applicant of any other guarantor until all Indebtedness has been paid and satisfied in full. In the event of default, and if this account is turned over to an agency or an attorney for collection, each of the undersigned agrees to pay all reasonable attorney fees, and/or cost of collection, whether or not suit is filed. Each of the undersigned acknowledges and accepts the above stated terms and conditions and authorize American Materials Company, LLC to contact the references given herein and any other sources to secure sufficient information to consider this application. I/We further state that all data provided is correct to the best of our knowledge.

Applicant(s) warrants that this application and information provided herein is presented solely for Business Credit purposes only.

This agreement and all the rights and obligations of the parties there under, shall be governed by the laws of the state of North Carolina and the Uniform Commercial Code. The exclusive and sole venue for resolution of any disputes which arise under this agreement shall be within a court of competent jurisdiction within New Hanover County, North Carolina or, at the option of American Materials Company, LLC the county in which the materials are delivered and/or used. Each of the undersigned also authorizes American Materials Company LLC to check the undersigned's credit and employment history from time to time and to obtain one or more consumer reports regarding the undersigned.

APPLICANT

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Print Name of Company	Print Name and Signature	Title	Date
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GUARANTOR

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Print Name	Signature Individually	Date
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Return completed application to: [billing@americanmaterialsco.com](mailto:billing@americanmaterialsco.com)

