



COMMERCIAL CREDIT APPLICATION

100 Galleria PKWY SE STE 1320
Atlanta, GA 30339
Tel: 540-777-7600
Fax: 540-777-2064

APPLICANT: _____

MAILING ADDRESS: _____

STREET ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ FAX: _____ E-MAIL: _____

CORPORATION [] PARTNERSHIP [] PROPRIETORSHIP [] LLC [] OTHER [] YEAR BUSINESS STARTED _____

TAX ID# (COMPANY, PARTNERSHIP, ETC OR SOCIAL SECURITY NO) _____ STATE OF ORIGIN _____

INFORMATION ON PRINCIPALS

LIST ALL OWNERS/PARTNERS FOR PROPRIETORSHIP OR PARTNERSHIP
LIST ALL OFFICERS/MEMBERS FOR CORPORATION OR LIMITED LIABILITY COMPANY

Table with 5 columns: NAME, ADDRESS, TITLE, PHONE, EMAIL. Multiple rows for listing principals.

ANSWER THE FOLLOWING FOR THE APPLICANT AND ALL ITS OWNERS, PARTNERS, OFFICERS AND MEMBERS:

- 1) HAVE YOU FILED FOR BANKRUPTCY? YES [] NO [] IF YES, GIVE DATE _____
2) ARE THERE ANY OUTSTANDING JUDGMENTS OR LIENS? YES [] NO []
3) ARE THERE ANY LEGAL ACTIONS OR ARBITRATIONS PENDING? YES [] NO []

BANK REFERENCE

NAME: _____ CONTACT NAME: _____
EMAIL: _____ TELEPHONE: _____

TRADE REFERENCE

NAME: _____ CONTACT NAME: _____
EMAIL: _____ TELEPHONE: _____
NAME: _____ CONTACT NAME: _____
EMAIL: _____ TELEPHONE: _____
NAME: _____ CONTACT NAME: _____
EMAIL: _____ TELEPHONE: _____

TAX STATUS: TAXABLE [] NON-TAXABLE [] TAX EXEMPTION NO: _____ (INCLUDE CERTIFICATE)

DO YOU REQUIRE PURCHASE ORDER NUMBERS ON YOUR INVOICES? YES [] NO []

Please provide Electronic Invoice E-MAIL Address: _____

NOTE: IF YOU ISSUE WRITTEN PURCHASE ORDERS, THEY MUST BE APPROVED AND SIGNED PRIOR TO ANY SHIPMENTS.

TERMS AND CONDITIONS:

This application, including all 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, all its dba's, subsidiaries, divisions, affiliates, acquisitions and common shareholder entities, from American Materials Company LLC (herein referred to as "Seller"), all dba's, subsidiaries, divisions, affiliates, acquisitions and common shareholder entities. By submitting this application to Seller, Applicant hereby agrees to these Terms and Conditions. Applicant(s) warrants that this application and information provided herein is presented solely for Business Credit purposes only. This credit agreement constitutes the entire agreement between the parties and supersedes any prior or written agreements or understandings. If any provision of this agreement is deemed invalid or unenforceable, the remaining provisions shall remain in full force and effect. The failure of Seller to insist on strict performance of any term, covenant or condition in this application shall not be construed as a waiver of such terms, covenant or condition in any other instance.

PAYMENT DUE: Payment terms are Net 30 days from date of invoice. All past due charges are subject to interest of 1 ½% per month on the principal, plus collection costs of 20% on the principal and interest, plus 25% attorney fees on the principal, plus interest, plus collection costs, and court costs, whether suit is filed. Finance Charges are a penalty for non-payment and should not be considered an offer of financing. All accounts past due or exceeding the assigned credit limit are subject to a credit hold, without prior notice.

CREDIT REPORTS: Applicant authorizes Seller from time to time to obtain credit information regarding Applicant. Seller reserves the right to limit, terminate, or change the terms of any extension of credit to Applicant at its sole discretion. Applicant agrees to provide Seller with prompt written notice of any change in Applicant's name, address, ownership or form of business entity.

ACCEPTANCE OF MATERIAL: Payment shall constitute acceptance of material. All claims by Applicant to Seller as to any of the material furnished shall be made in writing and be made no later than 10 days after Seller furnishes the same. Seller's liability is limited to credit or replacement of product and services. If no claim is made within such period, Applicant shall be deemed to have waived any rights to claims against Seller for such material. Applicant also assumes full responsibility for any extra products and/or admixtures requested and delivered to the job-site. The Applicant understands that whoever calls into Seller to place an order is an authorized representative for the Applicant, 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.

WARRANTY: SELLER EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESSED OR IMPLIED, CONCERNING THE FITNESS FOR ANY PARTICULAR PURPOSE OF THE MATERIALS DELIVERED. Purchaser assumes all risk and liability for the results of the use of any merchandise sold by the Seller. SELLER DOES NOT WARRANT FINISHING OF ANY KIND. SELLER ASSUMES NO LIABILITY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES. ANY AND ALL LIABILITY IS LIMITED TO THE COST OF THE MATERIALS.

LIEN RIGHTS: This agreement shall not be deemed a limitation or waiver of any rights or remedies that Seller 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.

VENUE AND JURISDICTION: Seller reserves the right to specify or change venue and jurisdiction.

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, attorney's fees, and court costs incurred in the collection of their past due account. The Applicant 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 the Seller, from the date heron and shall remain in full force if the applicant has an open account. Any earlier termination of the guaranty must be made in writing with proof of delivery to seller, and shall not affect any of the guarantor's obligations hereunder with respect to indebtedness incurred prior to the termination. The undersigned waives all notices with respect to the guaranty and waive acceptance of the guaranty by Seller. 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.

The undersigned acknowledges and accepts the above stated terms and conditions and further states that all data provided is correct and true.

Signed Printed Title Date