



CREDIT APPLICATION

COMPANY NAME: _____ PHONE: _____
STREET ADDRESS: _____ FAX: _____
CITY: _____ STATE: _____ ZIP: _____
BILLING ADDRESS (IF DIFFERENT FROM ABOVE): _____
CITY: _____ STATE: _____ ZIP: _____
EMAIL: _____ CREDIT LINE SOUGHT: _____
COMPANY IS A: CORPORATION PARTNERSHIP PROPRIETORSHIP L.L.C. P.L.C.
CORPORATE EIN NO. _____ # YEARS IN BUSINESS _____

NOTE: IF IN BUSINESS LESS THAN FIVE YEARS, YOU MUST COMPLETE PERSONAL GUARANTEE

COMPANY DIRECTORS/OFFICERS/PRINCIPAL

NAME 1: _____ TITLE: _____
ADDRESS: _____ PHONE: _____
NAME 2: _____ TITLE: _____
ADDRESS: _____ PHONE: _____
NAME 3: _____ TITLE: _____
ADDRESS: _____ PHONE: _____

BANKING DETAILS

BANK NAME: _____ ACCOUNT #: _____
BRANCH ADDRESS: _____ CITY/STATE/ZIP: _____
BANK CONTACT NAME: _____ PHONE: _____

TRADE REFERENCES

VENDOR 1: _____ CONTACT: _____
PAYMENT ADDRESS: _____ CITY/STATE/ZIP: _____
PHONE: _____ FAX: _____ ACCOUNT #: _____
VENDOR 2: _____ CONTACT: _____
PAYMENT ADDRESS: _____ CITY/STATE/ZIP: _____
PHONE: _____ FAX: _____ ACCOUNT #: _____
VENDOR 3: _____ CONTACT: _____
PAYMENT ADDRESS: _____ CITY/STATE/ZIP: _____
PHONE: _____ FAX: _____ ACCOUNT #: _____

CREDIT AGREEMENT TERMS AND CONDITIONS

(The designation herein of "JCP" will serve as an abbreviation of our full name: Jarrett Concrete Products & Supply, Inc) The preceding information is for obtaining credit and is warranted to be true. I/we hereby authorize JCP to investigate all references and customary credit information sources including consumer credit reporting repositories regarding my/our credit and financial responsibility for obtaining credit and for periodic review for the purpose of maintaining the credit relationship. I/we authorize JCP from time to time to obtain Business and Consumer Credit Reports on Customer or any principals listed above or to obtain credit and funding information from any other source. This is not an agreement by JCP to lend money, it is an agreement by Customer for the benefit of JCP if JCP determines to extend credit. JCP may change credit limits or other credit terms at any time, in its sole discretion. No modification may be made otherwise to this Agreement, except in a writing signed by JCP.

CREDIT POLICY: Statements are rendered as of the last day of the month. C.O.D. restrictions may be placed on any past due account. There will be a 4% fee for any credit card payments made on the account.

CREDIT TERMS: All invoices are due net 10. A Service charge of one and one-half percent (1 ½% per month), or (18% per annum) or the highest legal rate, whichever is less, may be assessed on delinquent invoices. If a check made payable to JCP in payment of customer's account is returned unpaid by the customer's bank for any reason, JCP may charge customer a return check fee.

CHANGE OF OWNERSHIP: I/We understand that we must notify JCP in writing and by certified mail of any change of ownership, the name of the business or structure of the business under which credit is established.

DELIVERY AND ACCEPTANCE:

Seller will maintain a Delivery Schedule based upon a production and delivery schedule which is mutually agreeable to Seller and Customer.

Seller shall not be liable to Customer for any failure of Seller to make any delivery hereunder when due, if occasioned by any event beyond Seller's reasonable control, including without limitation fire, flood, acts of God; acts of, or compliance with the directions of, civil or military authority, including any federal, state, or local agency or authority; wars, riots, pandemics, labor strikes, terrorism, international trade disputes or any other reasonable basis. At Seller's option, the time for delivery hereunder shall be extended and the deliveries shall be made during the period of such extension.

The unloading of all Products is the responsibility of the Customer unless so specified in this Quote.

Customer will provide timely unloading of the Products at the job site and will provide an adequate staging area for the maneuverability of Seller's delivery truck and the unloading of the Products. A Detention Charge based on the Detention Charge in effect at time of shipment will be added to each invoice for which delivery truck is detained at job site for greater than one and one-half (1.5) hours. Customer or any other party selected by Customer will inspect the Products on the delivery truck before unloading. Customer will document acceptance of the Products by signing Seller's delivery ticket, which signature will be absolute and conclusive evidence that the Products meet the requirements of this Quote and Customer accepts the Products. Customer may reject the Products that fail to meet the requirements of this Quote prior to acceptance and in such case the rejected Products will be returned to Seller at no cost to Customer and replaced.

Seller will deliver Products as per Delivery Schedule. If Customer does not have Customer representative on job site to receive, then Products will be returned to Seller's facility and Customer will be charged a delivery charge and restocking fee for the Products delivered but not unloaded.

Risk of loss and/or damage shall be upon Seller until Customer begins unloading of Products. Risk of loss and/or damage will pass to Customer when Customer begins unloading the Products from the delivering vehicle. Customer then becomes responsible for the placement, blocking, chocking, protection of, and any other necessary actions for the safeguarding of the Products. Customer will defend Seller against all claims for any property damages or personal claims arising from the Products on the job site.

No lifting devices will be provided by Seller for the unloading of the Products.

Customer cannot connect any devices to Seller's delivery trucks for any purpose.

Seller will deliver Products to as near the desired location as possible on Customer's job site as is accessible by Seller's delivery truck. If the truck cannot proceed with the load under the truck's own power to the desired location, then the Customer must direct the truck to alternate location on job site.

For all Non-Standard Products in this Quote, Seller will issue an invoice to Customer for the Non-Standard Products sixty (60) days after manufacture of the Products if the Non-Standard Products have not been shipped within sixty (60) days of manufacture. In addition, any Non-Standard Products not shipped within one hundred fifty (150) days after manufacture will be disposed of by Seller and Seller will issue an invoice to Customer for a disposal fee of \$400.00 per ton of the tons of Non-standard Products disposed of by Seller. A monthly storage fee of \$100.00 per ton will be issued to Customer for all Products remaining on Seller's yard after sixty (60) days.

In order for Customer to make any claim against Seller for damages to Products in transit or for any shortage of quantities on a shipment, the Customer must so note the claim on the Seller's copy of the delivery ticket along with a description of the claim. For any Products furnished by Seller that fail to conform to the specifications specified in this Quote at time of delivery, Seller's sole and exclusive liability shall be to repair, replace at the job site, or upon mutual agreement, to credit Customer's account for the non-conforming Products. If Seller elects to repair or replace the products, then Seller shall have a reasonable time to make such repair or replacement. Notice of non-conforming Products must be given to Seller immediately upon discovery of the non-conforming Products. Notwithstanding anything else in this Agreement, Customer must give final written notice of any non-conforming Product within thirty (30) days of the delivery of the Product.

CREDIT AGREEMENT TERMS AND CONDITIONS

Seller will assess a cancellation charge of the greater of \$400.00 or \$4.00 per mile for any loads cancelled by Customer after the load leaves Seller's yard if the cancellation is caused by Customer.
Customer hereby grants Seller a first priority security interest in all such Products until such time as Seller is paid in full all amounts due under

this Agreement. Customer further agrees to execute any and all documents that may be required for Seller to perfect such security interest. Title for Products shall pass to Customer upon payment for the Products by the Customer.

PRODUCT RETURN: Buyer may return any good which Seller stocks, and which is not a special-order item if:
It is in new condition, suitable for resale in its undamaged original condition and with all original parts; and
It has not been used, installed, modified, rebuilt, reconditioned, repaired altered or damaged. All returns are subject to a re-stocking fee, unless otherwise agreed to by Seller.
Special orders or non-stock goods may not be returned.
If you receive a refund, the cost of return shipping will be deducted from your refund.
Products cannot be refunded 30 days after the original purchase date.
Buyer agrees to pay the Seller for any restocking or cancellation fees charges.
You will be responsible for paying for your own shipping costs for returning your item.
Shipping costs are nonrefundable.

In the event customer fails to pay pursuant to the terms of this agreement and JCP elects to take legal action to collect this account, the customer shall pay all costs incurred by JCP including, but not limited to attorney's fees, property lien, collection agency fees, court costs, deposition and transcript costs, sheriff's fees, special process server fees, expert witness fees and bond costs. The parties choose the laws of the state of Tennessee to govern all aspects of this credit application and agreement and all transactions between them without regard to conflicts of law provisions of said state. The parties further designate the federal and state courts of Tennessee as the exclusive place of venue and jurisdiction for the resolution of any dispute between them, with the exception of mechanic's and materialmen's liens and bond claims, which, at the sole and exclusive choice of Jarrett Concrete Products & Supply, Inc, may be established and enforced in a state other than Tennessee where goods sold pursuant to this credit application and agreement have been delivered or otherwise incorporated into projects and/or properties owned by customer and/or customer's agents and/or those in contractual privity with customer, in which instance the laws pertaining to mechanic's and materialmen's liens and bond claims of such other state shall be applied; otherwise, the applicant/customer waives any right customer may have to transfer or change venue or jurisdiction regarding customer's obligation to Jarrett Concrete Products & Supply, Inc pursuant to the terms of this credit application and agreement. The applicant/customer also waives a claim or defense to the enrolling of any judgment against customer in a state other than Tennessee, under the Uniform Enforcement of Foreign Judgments Act or otherwise.

I/We certify that this request is for the extension of credit for business purposes only and not for the extension of credit for personal (family or household) purposes.

APPLICANT'S SIGNATURE(S) ATTESTS FINANCIAL RESPONSIBILITY, ABILITY AND WILLINGNESS TO PAY IN ACCORDANCE WITH THE ABOVE TERMS: The person executing this agreement has authority to bind the customer and is authorized by the customer to enter into the credit application terms and conditions

I HAVE READ AND UNDERSTAND THE ABOVE TERMS AND CONDITIONS, AND HEREBY AGREE TO THEM:

APPLICANT'S NAME: _____ TITLE: _____

DATE: _____ APPLICANT'S SIGNATURE: _____

Would you agree to receiving invoices by email?

Yes No

Email address _____

Email address _____

PERSONAL GUARANTEE

For valuable consideration, the receipt of which is acknowledged, including but not limited to the extension of credit by JCP to _____ the undersigned, individually, jointly and severally, unconditionally guarantee(s) to JCP the full and prompt payment by: _____ of all obligations which Guarantor presently or hereafter may have to JCP and payment when due of all sums presently or hereafter owing to Guarantor to JCP. Guarantor agrees to indemnify JCP against any losses JCP may sustain and expenses JCP may incur as a result of any failure of Guarantor to perform including reasonable attorney fees and all costs and other expenses incurred in collecting or compromising and indebtedness of debtor guaranteed hereunder or in enforcing this guaranty against guarantor. This shall be a continuing Guaranty, Diligence, Demand, Protest or notice any kind is waived. It shall remain in full force until guarantor delivers to JCP written notice revoking it as to indebtedness incurred subsequent to such delivery. Such delivery shall not affect any of guarantor's obligations hereunder with respect to indebtedness incurred. The undersigned personal guarantor(s), recognizing that his or her individual credit history may be a necessary factor in the evaluation of this personal guarantee, hereby consents to and authorizes the use of a consumer credit report on the undersigned, by the above-named business credit grantor, from time to time as may be needed, in the credit evaluation process.

GUARANTOR'S NAME: _____ SIGNATURE: _____

HOME ADDRESS: _____ CITY/STATE/ZIP: _____

DATE: _____ TAX I.D. OR S.S. NO: _____

GUARANTOR'S NAME: _____ SIGNATURE: _____

HOME ADDRESS: _____ CITY/STATE/ZIP: _____

DATE: _____ TAX I.D. OR S.S. NO: _____