

APPLICATION FOR CREDIT

CONFIDENTIAL

On the basis of the following data, I/we hereby apply to STONE INDUSTRIES, INC., VAN ORDEN SAND & GRAVEL OF RINGWOOD, BRAEN SUPPLY, INC., and/or BRAEN AGGREGATES, LLC (hereafter "BRAEN GROUP") for credit accommodations. The information as submitted is true and correct according to our best knowledge and belief.

Name _____ Telephone No. _____

Address _____ NO. STREET _____ Fax No. _____

_____ CITY STATE ZIP _____ Cell No. _____

Proprietorship Partnership Corporation

OWNERS, PARTNERS, or OFFICERS (attach separate sheets if additional space is required):

_____ NAME _____ TITLE AND % OWNED _____ HOME ADDRESS _____

_____ NAME _____ TITLE AND % OWNED _____ HOME ADDRESS _____

_____ NAME _____ TITLE AND % OWNED _____ HOME ADDRESS _____

Type of Business _____ Date Established _____ Approximate monthly credit requirements \$ _____

TRADE REFERENCES

_____ NAME _____ ADDRESS _____ TELEPHONE NO. _____ CONTACT _____

_____ NAME _____ ADDRESS _____ TELEPHONE NO. _____ CONTACT _____

_____ NAME _____ ADDRESS _____ TELEPHONE NO. _____ CONTACT _____

BANK REFERENCES

_____ NAME _____ ADDRESS _____ TELEPHONE NO. _____ ACCT. NO. _____ BANK OFFICER _____

BONDING COMPANY – BRAEN GROUP has a right to require and receive a copy of any bond which is written to cover suppliers on any job on which goods are shipped.

_____ NAME _____ ADDRESS _____ TELEPHONE NO. _____ CONTACT _____

Standard Terms and Conditions of sale appear on the reverse side of this application. It is agreed that sales of products by BRAEN GROUP, will be based on these terms and conditions. Terms of payment are net 30 days, unless otherwise stated. It is understood and agreed that past due balances are subject to service charges at the rate of 1-1/2 % per month or maximum permitted by law. We hereby authorize you to contact above references for needed credit information.

(COMPANY NAME)

(DATE)

(PRESIDENT/VICE PRESIDENT / PARTNER / PROPRIETOR)

PLEASE READ THIS DOCUMENT CAREFULLY. YOU ARE PERSONALLY GUARANTEEING A CORPORATE OBLIGATION. YOU WILL BE HELD PERSONALLY RESPONSIBLE IN THE EVENT THE CORPORATION FAILS TO COMPLY WITH THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT. WE URGE YOU TO SPEAK WITH YOUR ATTORNEY PRIOR TO SIGNING THIS AGREEMENT. In order to induce BRAEN GROUP to extend credit to the above applicant the undersigned does hereby absolutely, unconditionally and personally guarantee to BRAEN GROUP payment of all indebtedness and obligations of whatever nature to BRAEN GROUP, as they come to be due or accelerated whether such indebtedness and obligations exist on the date of this instrument or are incurred after such date. The obligations hereunder shall be binding on the heirs, administrators, successors and assigns of the undersigned.

(SIGN HERE – PERSONALLY AND INDIVIDUALLY)

_____ SOCIAL SECURITY NO.

_____ (PRINT NAME HERE)

THE USE OF MY CORPORATE TITLE IS ONLY TO IDENTIFY MY POSITION IN THE COMPANY, AND IN NO WAY NEGATES OR DIMINISHES MY PERSONAL GUARANTEE.

Attach a signed copy of your latest financial statement and return with completed form to BRAEN GROUP.

TERMS AND CONDITIONS OF SALE – GENERAL

1. All quantities of materials mentioned in a contract are the full amounts estimated to be required for the job, but it is understood that the contract is for the total quantity of like material actually required or used in the job whether more or less than the estimate, whether used by the purchaser hereof or by anyone or more of purchaser's subcontractors.
2. If the purchaser under contract elects to sub-let the job described herein, he may do so with the understanding that the contract is still binding on him and that he must purchase such materials for the use of the subcontractor. With seller's prior written permission, the contract may be transferred to the subcontractor.
3. Any taxes which are now, or may be levied during the life of this contract, by the United States government, or by any state or any political subdivision thereof, on the materials quoted herein, or its ingredients, or on the sale or purchase thereof, or on the incidental transportation charges, when such taxes are required to be paid by or collected by the seller, shall be added to the price named herein.
4. **THE TERMS AND CONDITIONS HEREIN SET FORTH SHALL BE BINDING UPON THE PURCHASER AND SHALL TAKE THE PLACE OF AND PRECLUDE AND EXCLUDE ANY TERMS AND CONDITIONS SET FORTH BY THE PURCHASER ON ANY OF THE PURCHASER'S ORDERS, BILLS, INSTRUCTIONS OR ANY OTHER WRITTEN INSTRUMENTS OF ANY KIND.**
5. Seller does not become a subcontractor within the meaning of any laws, regulations, agreements, payments or union contracts, but is only a seller of materials. Compliance herewith shall not obligate seller in any way to modify its personal policies or terms of any union contracts to which it is or may become a party.
6. A quotation, duly signed by the seller's authorized representative and the purchaser shall constitute a contract when received at the seller's address and countersigned by an officer of seller's corporation. All of the terms and conditions are herein set forth and no change or addition to the said terms and conditions shall hereafter be made unless approved in writing by the seller's authorized representative. The within is the entire contract between the parties and no statements or representations not incorporated herein shall be binding on the parties.
7. If at any time in the opinion of the seller, financial responsibility of the purchaser becomes impaired or unsatisfactory, seller reserves the right to require payment in advance or other security for delivery under this contract, and payment for all material shipped under this contract becomes due and payable immediately. Attorney's fees in the amount of 35% of the outstanding balance due, costs and other expenses which may be incurred in the collection of monies due under this contract, will be paid for by the purchaser, including attorney's fees in connection with the foreclosing of any mechanic's lien filed by the seller.
8. Your failure to comply with the terms of payment indicated on the reverse side may result in the immediate suspension of your credit, and no further performance of this contract will be required by the seller.
9. A contract will be binding only when approved by our credit department.
10. A Service of Finance Charge of 1-1/2 % per month will be charged on all accounts more than 30 days past due, which is an annual percentage of 18% per year.
11. No monies due the purchaser under the work for which this material is being supplied is to be assigned to any person, concern or corporation without written consent of the seller.
12. It is specifically agreed between the parties, that no claim of any nature whatsoever shall be asserted by either of the parties, one against the other, except that which may arise out of this contract.
13. The Braen Group executing this contract has the right to assign all obligations under this contract to any Braen affiliate.
14. **THE PURCHASER'S EXCEPTIONS, COMPLAINTS AND CLAIMS SHALL BE DEEMED WAIVED UNLESS MADE IN WRITING WITHIN TEN (10) DAYS FROM TIME OF DELIVERY. THE SELLER SHALL BE GIVEN FULL OPPORTUNITY TO INVESTIGATE THEM. THE SELLER'S LIABILITY SHALL, IN NO EVENT, EXCEED THE PURCHASE PRICE OF THE MATERIALS AGAINST WHICH THE CLAIM IS MADE.**
15. A quotation is effective for fifteen (15) days unless extended in writing by the seller. The prices are firm during this fifteen (15) day period and subsequently when accepted by the purchaser during the life of the contract.
16. The purchaser agrees to notify the seller not later than 12:00 noon, the day before the material is required. All deliveries will be made to the best of the seller's ability, but no claims will be allowed because of delays in deliveries, that is seller will not accept or be responsible for any back charges of any kind due to job conditions or delays incident to the nature of this type of construction.
17. The seller will not be responsible for failure to make delivery when prevented by strikes or other labor problems, accidents or necessary repairs to machinery, by fire, floods, or other adverse weather conditions, by inability to procure transportation, electric power, oil or operating materials or machinery, by government regulations, requirements, or orders, by acts of public enemies, mobs or rioters, by act of God, or by any other causes beyond the seller's control. The seller reserves the right to refuse to make deliveries when it believes delivery unsafe or impracticable by reason of any existing or threatened strikes, lockout, boycott, picketing or other labor disputes.
18. When deliveries are made to places other than on paved streets, the purchaser must provide roadways or approaches permitting access of trucks to the point of delivery under their own power. Seller reserves the right to stop deliveries in the event such roadways are not provided. If the purchaser orders deliveries beyond the curb line, the purchaser assumes all liability. If there are repeated delays caused by job conditions, seller reserves the right to suspend deliveries until conditions are corrected.
19. Purchaser agrees to pay any and all costs for repairs, necessitated by damage to the seller's trucks and/or equipment resulting from any cause whatever during the process of delivery on the job site or unloading on the job site, other than negligence on the part of seller's employee or mechanical failure of seller's trucks and/or equipment.
20. Credit will not be allowed for any material cancelled, ordered by mistake or ordered in excess of requirements.
21. Prices named herein are for deliveries the regular construction industry working hours, Monday through Friday, holidays excepted. Additional charge for deliveries shall be made on the following holidays: Christmas, New Year's Day, Washington's Birthday, Lincoln's Birthday, Decoration Day, July 4th, Labor Day, Columbus Day, General Election, Presidential Election, Veterans Day, and Thanksgiving.
22. Seller assumes no liability when unable to deliver particular sizes or types of material due to unavailability, plant or equipment breakdowns, etc. Seller will make every effort to deliver materials from plant nearest job-site, but reserves the right to deliver materials from other plant locations at price's quoted from other than nearest plant.
23. Materials are sold for a specific job upon representation that they are purchased for use in the work mentioned in this contract. If the materials are used for any other work, or resold for use in any other work, or disposed of for any other purpose, seller shall incur no liability and seller may terminate this contract.
24. The quoted prices are based on seller's present cost of asphaltic cement, mineral filler and aggregates delivered at his plant, including transportation charges, and are subject to immediate change to reflect any change in those costs.
25. Seller exercises no control over placement, grading and compaction and end result compliance with specification is responsibility of the Purchaser.
26. The failure of Seller to enforce strict performance by Purchaser of any of these Terms and Conditions, including but not limited to the acceptance by Seller of any payment or partial payment for goods purchased after any breach by the Seller, in any one or more instances, shall NOT constitute a waiver of any of these Terms and Conditions unless expressly contained in a writing signed by the Seller.

Please Initial: _____