



RETURN TO:
 P.O. BOX 540 * Jefferson City, MO 65102
 Fax: 573-636-0681
 PH: 573-635-4101
 Website: www.colecountyconcrete.com

CREDIT APPLICATION

Date _____

APPLICANT INFORMATION (Please type or print)

Company Name/DBA _____ State Resale # _____
 Street Address _____
 City _____ State _____ Zip _____
 Phone _____ Fax _____ e-mail _____
 Business Purpose _____ Federal ID# _____ Date Established _____
 _____ Partnership _____ Proprietorship _____ Incorporated _____ What State? _____

DAY TIME CELL PHONE CONTACT NUMBERS & NAMES: _____

PRINCIPALS

Name _____ Title _____ SS# _____
 Street Address _____ City _____ State _____ Zip _____ Phone _____
 Name _____ Title _____ SS# _____
 Street Address _____ City _____ State _____ Zip _____ Phone _____
 Personnel Authorized to Purchase Material _____
 AP Contact _____ Phone # _____ PO Required? _____ yes _____ no

BANK REFERENCES

Company Bank/Construction Loan Company _____ Account # _____
 Street Address _____ City _____ State _____ Zip _____
 Phone _____ Contact _____

TRADE REFERENCES WHERE CREDIT IS NOW EXTENDED

Name _____ Address _____ e-mail _____
 City _____ State _____ Zip _____ Phone _____ Fax _____
 Name _____ Address _____ e-mail _____
 City _____ State _____ Zip _____ Phone _____ Fax _____
 Name _____ Address _____ e-mail _____
 City _____ State _____ Zip _____ Phone _____ Fax _____

IMPORTANT: APPLICATION MUST BE COMPLETED AND SIGNED ON REVERSE →

TERMS AND PAYMENTS

The undersigned (the "Applicant") hereby applies for credit with Cole County Industries, Inc. (the "Creditor").

The Applicant hereby agrees and acknowledges that the following represent the TERMS AND CONDITIONS OF CREDIT for which the Applicant is applying:

1. The amount of credit extended, if any, is at the sole discretion of the Creditor.
2. The credit extended by the Creditor may be modified, withdrawn, suspended, and/or amended by the Creditor at any time w/out notice.
3. Bills are generated and invoices and statements are mailed by Creditor on or about the first business day of each month. All invoices are due within 30 days from the invoice date.
4. If the Applicant's account balance is past due (30 days after invoice date), finance charges will be applied to Applicant's account at the rate of 18% annually or 1.5% per month.
5. No materials will be delivered if payments are not fully current.

The Applicant fully understands and agrees to the foregoing TERMS AND CONDITIONS OF CREDIT and hereby applies for credit as herein provided. The Applicant further represents that the information set forth in this application is true and correct and acknowledges that Creditor will rely on the truthfulness of the information contained herein in making its determination regarding the extension of credit to Applicant.

The undersigned Applicant also agrees that the Creditor is hereby authorized to obtain bank reference, credit reports, and business reference information and documentation in order to verify that contents of this application and the Applicant's credit standing. The undersigned hereby authorizes the above designated banks and business references to release such information and documentation to the Creditor.

If the Applicant is a corporation or limited liability company (LLC), all persons signing on behalf of said corporation or LLC hereby acknowledge that they are signing this application on behalf of the corporation or LLC, as the case may be, and individually, and they are hereby guaranteeing performance of payments by a corporation or LLC in order to obtain the extension of credit to said corporation or LLC. If the Applicant is an individual or partnership, the Applicant represents that the Applicant is signing individually and on behalf of any spouse or partner as agent of such spouse or partner and the Applicant and his or her spouse or partner are thereby guaranteeing performance of payments by the individual or partnership in order to obtain the extension of credit to said individual or partnership.

Applicants and any guarantors do hereby enter their waiver and consent to venue and jurisdiction for the enforcement of this agreement in any state or federal court in Cole County, Missouri.

CREDIT AGREEMENT: Payment for goods and merchandise furnished is due thirty (30) days from date of invoice. The Applicant understands that any amount unpaid after said (30) day period will bear interest at the rate of 1.5% per month. In the event an invoice is not paid when due and an attorney is retained to collect said invoice, Applicants agrees to pay the Creditor's reasonable attorneys' fees and all other costs of collection. It is agreed that in the event suit is filed by either the Creditor or Applicant in connection with the validity of this application or the enforcement of its terms, venue shall be at the Creditor's option. Applicant waives the right to litigate in any jurisdiction other than the venue chosen by Creditor at Creditor's option. It is understood that all credit applications and accounts are processed through the Creditor's headquarters in Jefferson City, Missouri. Applicant's signature attests to the accuracy of the above information and authorizes the Creditor to contact the institutions/companies set out on this application and to make inquiries thereof concerning the creditworthiness of Applicant, and Applicant further authorizes those institutions/companies to respond fully to Creditor's said inquiries.

SIGNED BY: _____

DATE: _____

(Facsimile signatures are declared the same as original and shall have the same legal effect as an original signature.)

GUARANTY: In consideration of the Creditor's extension of credit and supplying of goods and merchandise to the undersigned Applicant, I/we do hereby jointly and severally unconditionally guarantee to Creditor the prompt payment of the obligations of the Applicant, and I/we hereby agree that this is a guaranty of payment and performance and the Creditor shall have no obligations to first pursue collection from or to exhaust any remedy against the Applicant.

GUARANTOR: _____

GUARANTOR: _____

(Facsimile signatures are declared the same as original and shall have the same legal effect as an original signature.)