



In consideration of the extension of credit by the applicant herein (buyer) expressly agrees to the following:

- A. Terms shall be Net 30 Days from Month of Purchase.
- B. Discount will be allowed if payment is received by the 10th of the following month.
- C. Balance becomes past due 31 days from date of statement and a FINANCE CHARGE will be due on the balance at the rate of 1-1/2% per month, which is ANNUAL PERCENTAGE RATE OF 18%. Applicant expressly acknowledges and agrees to payment of said finance charges.
- D. All invoices are deemed correct unless Central Concrete Supply Co., Inc. and Westside receive written notice of dispute within thirty (30) days of invoice date.
- E. Applicant agrees to pay any and all costs and/or attorney(s)' fee as are actually incurred for the collection of any invoice or charge that is past due whether or not suit is instituted. The amount of attorney's fees shall not be determined in accordance with any court schedule: Central Concrete Supply Co., Inc. and Westside shall be reimbursed for actual amount of attorney's fees paid or incurred.
- F. All information provided is warranted to be correct and submitted for the purpose of inducing Inc. to extend credit to Applicant. Applicant hereby authorizes Central Concrete Supply Co., Inc. and Westside to investigate fully any referenced or financial information provided herein directly or indirectly pertaining to Applicants credit and/or financial responsibility.
- G. Applicant shall provide seller, upon request, complete job information on all orders for the purpose of preparation and service of Preliminary 20-day Notice under applicable Mechanic's Lien laws.
- H. Central Concrete Supply Co., Inc. and Westside reserve the right, and Applicant expressly agrees, to provide financial statements including profit and loss accountings at any time during the Debtor/Creditor relationship herein.
- I. Those persons signing the agreement, individually and as officers of the corporation applying herein, do hereby agree to the terms and conditions of this contract and hereby individually bind themselves and the corporation to the terms and conditions of this contract: and guarantee the payment for all materials and services purchased pursuant to this agreement.

I certify all statements made in this application are true and correct. Furthermore, I have read, acknowledged and agree to all terms set forth above and on the front side of this application. Applicant must notify Central Concrete Supply Co., Inc. and Westside in writing of any change of applicants status (I.E. individual to Corporation). Failure to notify of a change of status constitutes a waiver by applicant of asserting the debt is owed by an entity different than that set forth herein.

Date: \_\_\_\_\_

Name (Signature): \_\_\_\_\_ Title/Owner: \_\_\_\_\_

## CONTINUING GUARANTEE

The within guarantee is made for the benefit of, and to obtain credit on a continuing basis, with respect to any one or all of the companies listed on the credit application, unless the companies are notified to the contrary in writing.

The undersigned hereby guarantees the performance of the person or firm applying for credit on this application and to whom credit is extended, including but limited to the payment of all present and future indebtedness whether secured or unsecured and regardless of how the indebtedness is represented or incurred. The undersigned consents to any extension or alteration or any obligation and guarantee such without prior notice, demand or pursuit of remedies against the party liable. This guarantee shall continue in effect until the undersigned has notified the creditor in writing of cancellation but such cancellation shall not alter any obligation of the undersigned arising hereunder prior to receipt of such written notice. The undersigned agrees to pay all reasonable cost, expenses and actual attorney's fees incurred in the enforcement of this continuing guarantee, or in the enforcement of any obligations as a result of the extension of credit, including but not limited to the collection of any past due indebtedness whether or not suit is filed.

Print Name: \_\_\_\_\_ Address: \_\_\_\_\_

Signature: \_\_\_\_\_ Phone No.: \_\_\_\_\_