

KERRS CONCRETE

SINCE 1942

Credit Application

Company Name _____

DBA (if different) _____

Street Address: _____

Mailing Address: _____

Phone _____ Fax _____

Federal I.D. Number _____ Cell Phone # _____

Social Security # _____ Contractors License # _____

Date Business Established _____ Amount of Credit Requested \$ _____

Person to contact regarding invoices _____ Job Name / Project _____

Are you a:

CORPORATION PARTNERSHIP SOLE PROPRIETORSHIP LLC

If Corporation. Date of Incorporation _____ State _____

Parent Company Name _____

Names, addresses and social security numbers of officers/owners

Name	Address	Social Security #
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Have you or any Officer of the company ever:

Filed Bankruptcy Yes ___ No ___ Chapter Filed ___ Individual ___ Company ___

State/Federal Tax Lien Yes ___ No ___ Date _____ Judgment Filed Against Yes ___ No ___ Date _____

If you are Tax Exempt, Exemption Certificate Must be Attached

** Is a Purchase Order Number Required Yes ___ No ___

TRADE REFERENCES

Name	Address	Phone
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1) _____

2) _____

3) _____

Office 828-322-3157
Fax 828-322-3158
PO Box 1924
Hickory, NC 28603

www.kerrsconcrete.com
A Division of Southern Concrete Materials

Plants
Hickory 828-322-7276
Maiden 828-428-0411
Lenoir 828-757-0045
Morganton 828-439-9886

BANK REFERENCES

Bank Name	Address	Phone	Account #
1)			
2)			

BONDING COMPANY

Name	Address	Phone	Contact

TERMS, CONDITIONS AND GUARANTEE

Applicant agrees by signing this application for credit, to authorize Kerrs Concrete and its Agents to investigate applicant's credit worthiness. Applicant agrees that Kerrs Concrete and its Agents may not only investigate the applicant's business credit worthiness but also the applicant's personal credit worthiness. Consumer Reports may be requested in connection with the processing of this application and subsequently pursuant to the Fair Credit Reporting Act. Upon request, Kerrs Concrete will inform applicant of the names and addresses of any consumer reporting agencies which have provided us with such reports.

If this is a joint application, all applicants agree to be jointly and severally liable for all charges made on the account and on any other charges and credit issued to the applicant. The applicant agrees that if credit is issued as a result of this application, the issuer of the credit has the right to change the limit and terms as they desire. Upon approval of this Application, Kerrs Concrete in its sole discretion, and notwithstanding any request of Applicant, shall have the right to terminate Applicant's credit privileges under this Application at any time without prior notice to Applicant, except as otherwise provided by law.

In the event this account is placed in the hands of an attorney for collection or suit is instituted to collect same or any portion thereof applicant agrees and promises to pay all costs of collection including attorney fees and expenses, should a default in payment or any other obligation of Applicant and Kerrs Concrete occur. Applicant also agrees to pay a fee of \$30.00 or 5% (whichever is greater) per occurrence for any returned checks that are dishonored for any reason.

Your entire balance is due by the 10th of the following month. Any payments made after that date will be subject to interest of 1 1/2 % per month from date of delivery. Your signature on this application signifies your acceptance of our terms and conditions and that you will pay accordingly.

Applicant hereby certifies that the information furnished under this Application and any other financial statements furnished in connection herewith, is true and correct and that this information is being furnished for the purpose of extending credit to Applicant. Applicant understands and agrees to be bound by the above terms and all invoices and other documents furnished by Kerrs Concrete from time to time, all of which are incorporated herein by reference, and to advise Kerrs Concrete of any material change in the information provided herein, including but not limited to, change of address or telephone number. Applicant in all events shall notify Kerrs Concrete in writing by certified mail of any changes of ownership, business location, or insolvency of Applicant.

The undersigned, ("Guarantor"), having a financial interest in Applicant, and benefiting from the transactions contemplated by this Application, hereby personally guaranties the payment by Applicant to Kerrs Concrete of all amounts due and owing now, and from time to time hereafter from Applicant to Kerrs Concrete (the "Liabilities"). Guarantor expressly waives notice from Kerrs Concrete of its acceptance and reliance on this Guarantee, notice of sales made to Applicant, and notice of default by Applicant. The obligations of Guarantor hereunder shall not be affected, excused, modified or impaired upon the happening, from time to time of any event. No set-off, counterclaim or reduction of any obligation, or any defense of any kind or nature which Guarantor has or may have against Applicant of Kerrs Concrete shall be available hereunder to Guarantor against Kerrs Concrete. In the event of a default by Applicant on its obligations to Kerrs Concrete, Kerrs Concrete may proceed directly to enforce its rights hereunder and shall have the right to proceed first against Guarantor, without proceeding with or exhausting any other remedies. Guarantor in consideration of Kerrs Concrete extending financial accommodation to Applicant, hereby waives and relinquishes any rights of indemnification, contribution, reimbursement or exoneration which may be asserted against Applicant if Guarantor performs his or her obligations under this guarantee and Guarantor understands the benefit of such rights. Guarantor agrees to pay all fees, costs and expenses, including reasonable attorneys' fees, which may be incurred by Kerrs Concrete in enforcing this Guarantee or protecting its rights following any default on the part of Guarantor. This Guarantee shall be binding upon Guarantor and Guarantor's heirs, successors, assigns, representatives and survivors, and shall inure to the benefit of Kerrs Concrete and may be assigned by Kerrs Concrete, Inc. without notice to Guarantor. This Guarantee shall be governed by and interpreted under the laws and decisions of the state where the Operating Company which provided this Application is located, without regard to the conflicts of law provisions thereof (the "Applicable State"). Guarantor and Kerrs Concrete, Inc. irrevocably agree, and hereby consent and submit to the non-exclusive jurisdiction of any state or federal court located in the Applicable State with regard to any actions or proceedings arising from, relating to or in connection with the Liabilities and this Guarantee. If executed by more than one, the obligations of Guarantor shall be joint and several and all references to the singular shall be deemed in the plural. The terms and conditions above are incorporated by reference herein.

Authorized Agent or Name of Guarantor Print Signature Date

Use of a corporate title shall in no way limit the personal liability of the personal guarantee signatory.