



5435 BULL VALLEY ROAD, STE 130
MCHENRY, IL 60050
815-578-9100 FAX 815-578-9845

Office Use Only
CP
DL
CL
SALESPERSON

APPLICATION FOR CREDIT AND CREDIT TERMS

Name Yrs Est.

Address Town, State, & Zip

Phone # Fax # E-Mail Address

Owners Name/Address Mobile #

Owners DOB Driver Lic# State

Key Business Contacts: (Foreman, Expeditor, Account Manager, etc.)

Other Mobile Number E-Mail

Other Mobile Number E-Mail

Other Mobile Number E-Mail

Corporation Partnership FEIN# Individual

Taxable? yes no Exempt # Resale # State

Bank Acct# Phone#

Trade References

Name City Phone Fax

1.

2.

3.

Ready Mix Supplier City Phone Fax

The above listed information is being submitted for the purpose of entering into a Credit Agreement. The undersigned certifies that he/she is authorized to sign this credit application on behalf of the applicant. The undersigned warrants that the above listed information is true and correct and Point Ready Mix, LLC. may consider this information to be true and correct in determining whether to enter into a Credit Agreement with applicant. Applicant understands that in the course of evaluating the initial credit application and future credit worthiness, Point Ready Mix, LLC, may employ third parties to obtain information including, without limitation, obtaining consumer and/or business credit reports. The undersigned authorizes any person or reporting agency to compile and furnish any information to Point Ready Mix, LLC. A facsimile copy or scanned image of this application shall be as binding as an original. The undersigned agrees to the Credit Application Terms and Conditions on page 2.

Signature Name (Print)

Title Date

POINT READY MIX, LLC
5435 BULL VALLEY ROAD, STE 130
MCHENRY, IL 60050
815-578-9100 FAX 815-578-9845

CREDIT APPLICATION TERMS AND CONDITIONS

The Customer requests that Point Ready Mix, LLC. (hereinafter referred to as "Point Ready Mix"), occasionally sell, rent, and otherwise provide goods and materials on a credit account basis in consideration of which the Customer and Point Ready Mix agree as follows:

1. All credit granted to Customer or its agents (either express agents or agents with apparent authority) is made in accordance with the terms and conditions of this Credit Application.
2. Payment in full of the purchase price for goods and services from Point Ready Mix shall be made within 30 days after the date of the invoice. Customer agrees to pay interest of 1-1/2% per month (18% p.a.) of the Customer's outstanding past due balance. In the event this interest rate violates any applicable law, then the interest is automatically reduced to the highest rate allowed by applicable law.
3. Customer agrees to maintain a suitable roadway to point of delivery and customer assumes responsibility and shall indemnify seller for truck damage and property damage between curb and point of delivery.
4. Customer acknowledges that it has special skill and knowledge in the selection and use of the material and service to be purchased from Point Ready Mix and expressly disclaims any reliance upon any statements or representations made or to be made by Point Ready Mix regarding the sale of any material or services. Customer acknowledges that it is their responsibility to comply with the manufacturer's instructions. Customer waives any liability and claims against Point Ready Mix for any direct, special, or consequential damages the Customer may suffer. In the event Customer fails to pick up any materials ordered, or wrongfully rejects any materials, Customer shall pay to Point Ready Mix a handling and restocking charge of 25% of the order. Customer shall immediately inspect all material upon delivery to verify: (a) the quantities described in the accompanying invoice/deliver ticket and (b) that there are no visible defects in any of the material. Unless the Customer notifies Point Ready Mix within three days of delivery by certified mail of any discrepancy or deficiency, the Customer waives any claim it may have against Point Ready Mix for any deficiency or defect in said delivery, product, material, and any objection to the amount of the invoice.
5. If Customer fails to pay Point Ready Mix pursuant to the terms of this Credit Application and Point Ready Mix elects to take action to collect, Customer shall pay all costs incurred by Point Ready Mix including, but not limited to, attorney's fees, deposition and transcript fees, special process server fees, and expert witness fees.
6. This Credit Application shall be governed by the law of the state where the underlying transaction occurred. Customer waives any right to a jury trial. Customer waives its right to file a counterclaim, set-off, or claim against Point Ready Mix in any action brought by Point Ready Mix to enforce this Agreement.
7. Customer authorizes any of its employees and agents to order, purchase, and pick-up materials from Point Ready Mix which shall be governed by the terms of this Credit Application. In the event Customer orders materials from Point Ready Mix for delivery and Customer does not have a representative present at the time of delivery, Customer authorizes Point Ready Mix to leave the material and equipment at the designated place of delivery. Upon said delivery, Customer shall be responsible for said materials and equipment.
8. If the Customer is not a corporation or limited liability company ("LLC"), or the corporation or LLC is dissolved or no longer in good standing, then the owners of the corporation or LLC shall be personally liable for any indebtedness incurred even if the corporation or LLC is later sold, unless the Customer sends written notice of said change in ownership by certified mail to Point Ready Mix. Personal liability shall continue for the account balance incurred before said notice was received.
9. Customer shall indemnify and hold Point Ready Mix harmless against any and all claims, liabilities, damages, and injuries of any kind and nature, and all attorney fees, costs and expenses relating to or in any way arising out of the intentional or negligent acts or omissions of Customer in its acceptance of delivery, installation, possession, use, damage, or other disposition of the material purchased from Point Ready Mix.
10. The parties agree that this Credit Application is the entire agreement for Customer's request for credit and that no oral representation or agreement has been made which would modify this Credit Application and that this Credit Application may not be modified except by a writing signed by each of the parties. The invalidity of any portion of this Credit Application or delay in enforcement shall not be construed as a waiver thereof and shall not excuse Customers from strict performance. If any term or provision of this Credit Application shall to any extent be held by any court to be invalid or unenforceable, the remainder of this Credit Application shall not be affected thereby, and each term and provision of this Credit Application shall be valid and shall be enforced to the extent permitted by law.

THE TERMS OF THIS CREDIT APPLICATION SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES BY POINT READY MIX WHICH ARE NOT CONTAINED OR SPECIFICALLY INCORPORATED BY WRITING IN THIS CREDIT APPLICATION MAY BE LEGALLY ENFORCED AGAINST POINT READY MIX.

Personal Guaranty of Account

In consideration of Point Ready Mix, LLC, extending credit to the corporation, limited liability company, or partnership herein making application for business credit, the undersigned, jointly and severally do hereby guaranty the full and faithful payment to Point Ready Mix, LLC, of all sums from time to time due said company by the applicant including interest and attorney fees. The undersigned waive presentment and demand for payment, notice of non-payment, protest and notice of protest, the right to a jury trial, the ability to file a counterclaim and hereby consent to jurisdiction and venue with the McHenry County Circuit Court of Illinois.

This guaranty shall only cease if written notice of revocation, by registered mail, be acknowledged by Point Ready Mix, LLC, and the balance appearing on their books is nil and there is no pending delivery in the process. It shall not cease should a change occur in location of either the business or the guarantor, or in the status of the Customer.

It is understood that there are no conditions or limitations to this guaranty, except those stated herein, and that after execution no alteration, change or modification hereto shall be binding or effective unless executed in writing. This guaranty is assignable in full or in part, together with any one or several or all of the indebtedness which it guarantees, and when so assigned the undersigned shall be bound as above to the transferees. Future updates to this Credit Application shall not discontinue this guaranty.

Guarantor Name _____ Signature _____ Date _____

Home Address _____ City/State/Zip _____

Soc. Sec. No. _____