



APPLICATION FOR CREDIT

Company Name _____ Phone No: () _____

Mailing Address _____ Fax No: () _____

Street Address _____
CITY COUNTY STATE / ZIP

Federal Employer I.D. No: _____ Cell/Mobile No: () _____

TYPE OF ENTITY: [] CORP. [] PARTNERSHIP [] SOLE PROPRIETORSHIP [] LLC [] LP YEAR ESTABLISHED _____

OFFICERS / PARTNERS / MEMBERS/ OWNERS:

Name _____ Title _____ Cell No: () _____

Address _____ SOC. SEC. # _____ - _____ - _____
CITY STATE / ZIP

Email Address: _____

Name _____ Title _____ Cell No: () _____

Address _____ SOC. SEC. # _____ - _____ - _____
CITY STATE / ZIP

Email Address: _____

Controller - AP Contact _____ Estimated Monthly Requirements in Dollars \$ _____

BUSINESS OR TRADE REFERENCES

1. _____ Phone: () _____ Fax: () _____

2. _____ Phone: () _____ Fax: () _____

3. _____ Phone: () _____ Fax: () _____

Authorization to Provide Banking Information

Bank Name: _____

Address: _____
CITY STATE / ZIP

I authorize you to provide checking account and loan information to Strata Materials, LLC for establishing a trade credit account for _____

My firm's checking account number is _____

Company Name _____

By _____

Date _____

Title _____

Standard Terms and Conditions

1. **Acceptance of Contract.** The Customer identified on page 1 ("Customer") of this Application for Credit ("Credit Application") hereby applies for open account credit from Strata Materials, LLC ("Seller") and agrees that all purchases made, now or in the future, from Seller, shall be made subject to these Standard Terms and Conditions ("Terms"). The undersigned warrants and represents that he/she is authorized to enter this Credit Application and to bind Customer to these Terms. This Credit Application constitutes a binding contract between Seller and Customer and will remain in effect until revoked in writing.
2. **Seller Reliance/Credit Discretionary.** Customer understands and agrees that Seller is entitled to rely upon this Credit Application and any financial statements or other financial information provided from time to time by or on behalf of Customer to Seller in determining whether to extend or to continue open account credit accommodations to Customer. Customer and its officers, owners and principals warrant and represent that the information provided by Customer in this Credit Application is true, complete, and correct. Customer acknowledges that Seller may, at any time and from time to time, modify the limits of the open account credit accommodations available to Customer and that Seller is not required to extend credit to Customer.
3. **Terms of Payment.** Each invoice is due and payable within thirty (30) days of the receipt of the invoice. Accounts not paid within the 30-day period are in default and may be placed on COD basis until the account is paid in full. With respect to past due amounts, Customer agrees to pay interest at the maximum non-usurious rate on any past due indebtedness until paid and further agrees to pay all costs incurred in collection of past due indebtedness, including reasonable attorney's fees.
4. **Credit Report Authorization.** SELLER IS HEREBY AUTHORIZED AT ANY TIME AND FROM TIME TO TIME TO GENERATE OR TO OBTAIN ONE OR MORE CREDIT OR INVESTIGATIVE REPORTS FROM CREDIT REPORTING AGENCIES OR OTHERS REGARDING CUSTOMER, ITS PRINCIPALS AND OFFICIERS AND ANY GURANTOR OF CUSTOMER'S OBLIGATIONS.
5. **Commercial Customer.** Customer hereby represents that all goods purchased from Seller are for business or commercial purposes and are not intended for personal, family, or household uses.
6. **Venue.** All matters relating to this Credit Application shall be governed in accordance with the laws of the State of Texas. Each party irrevocably submits to the exclusive jurisdiction of the federal and/or state courts in Tarrant County, Texas.
7. **Equal Credit Opportunity Act.** THE FEDERAL EQUAL OPPORTUNITY ACT PROHIBITS CREDITORS FROM DISCRIMINATING AGAINST CREDIT APPLICATIONS ON THE BASIS OF RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, MARITAL STATUS, AGE (PROVIDED APPLICANT HAS THE CAPACITY TO ENTER INTO A BINDING CONTRACT); BECAUSE ALL OR PART OF THE APPLICANT'S INCOME DERIVES FROM ANY PUBLIC ASSISTANCE PROGRAM; OR BECAUSE THE APPLICANT HAS, IN GOOD FAITH, EXERCISED ANY RIGHT UNDER THE CONSUMER CREDIT PROTECTION ACT. THE FEDERAL AGENCY THAT ADMINISTERS COMPLIANCE WITH THIS IS THE FEDERAL TRADE COMMISSION, EQUAL CREDIT OPPORTUNITY, WASHINGTON, D.C. 20580.

By signing below, I warrant and represent that I have carefully read and agreed to the Terms.

Signature of Customer's Authorized Officer-Owner-Principal-Agent Print Name and Title Date

GUARANTY. In consideration of any goods or services provided to Customer on open account by Seller, the undersigned ("Guarantor") hereby guarantees the payment and performance of all obligations of Customer to Seller as if Guarantor were the primary obligor. Guarantor acknowledges that this Guaranty is an absolute, unconditional and continuing guaranty, and no notice of the indebtedness currently outstanding or hereafter uncured need be given. Guarantor hereby agrees that the terms of payment of any obligation of Customer to Seller and/or the amount or terms of the credit accommodation may be modified, rearranged, extended or renewed without notice to, or consent by, Guarantor. Guarantor may terminate its obligations with respect to future obligations of Customer by written notice actually received by the President or any Vice President of Seller; provided, however, that no such notice shall be effective until thirty (30) days after such receipt or to any obligation uncured prior to the conclusion of such thirty-day period. ****Guarantor consents to Seller obtaining a Consumer Credit Report on Guarantor for the purpose of evaluating the credit worthiness of the Guarantor in connection with an application for business credit.****

By signing below, I warrant and represent that I have carefully read and agreed to the provisions of the Terms and this Guaranty.

Signature of Guarantor Print Name Date

Social Security Number Driver's License Number & State Telephone Number

Signature of Guarantor Print Name Date

Social Security Number Driver's License Number & State Telephone Number