



Corporate Office

Highland Plant
405 West Main

Plant Locations

- Troy Plant
- 2160 Formosa Road
- Mascoutah Plant
- 1420 N. County Road
- Litchfield Plant
- 400 W. Tyler Street
- Granite City Plant
- 812 St. Thomas Road
- O'Fallon Plant
- #55 Commerce Plaza Drive
- Columbia Plant
- 1509 Columbia Quarry Road
- Jerseyville Plant
- Lot #9 Industrial Park

RED-E-MIX LLC

405 West Main, Highland, IL 62249 • Phone (618) 654-2166 • Fax (618) 654-1926

BUYER'S CREDIT APPLICATION AND OPEN ACCOUNT AGREEMENT

For the purpose of establishing open account privileges the undersigned furnishes the following information:

LEGAL BUSINESS NAME: _____ **Federal Tax ID:** _____

dba NAME (if any): _____ **Anticipated Monthly Purchases:** _____

PHYSICAL ADDRESS (include city, state, zip): _____

BILLING ADDRESS (include city, state, zip): _____

COUNTY: _____ **DATE BUSINESS ESTABLISHED:** _____

BUSINESS PHONE NUMBER: _____ **E-MAIL:** _____

BUSINESS FAX NUMBER: _____

NATURE OF BUSINESS: Residential Contractor Commercial Contractor General Contractor Home Builder Individual

IF BRANCH OR DIVISION, LOCATION OF HOME OFFICE: _____

NAME AND LOCATION OF ANY OTHER BUSINESS OWNED: _____

TAX EXEMPT: Y / N *If tax exempt, please attach tax exempt certificate.*

TYPE OF BUSINESS: Corporation () LLC () State Incorporated: _____ Year Incorporated: _____

Partnership () Limited Partnership ()

** Proprietorship () **SSN Required for Proprietorship (- -)

Owners, Partners or Officers

| Name | Title | Residence Address (include city, state, zip) | Home/Mobile Phone | Social Security Number |
|------|-------|---|----------------------|---------------------------|
| | | | | |
| | | | | |

Name of Accounts Payable Representative: _____

Accounts Payable Phone (if different from above): _____ **E-mail:** _____

BANKING INFORMATION

Name of Bank _____ **Branch** _____

Address _____ **Phone Number** _____

Checking () Account Number: _____ **Name of Bank Representative** _____

Savings () Account Number: _____

Loan () Account Number: _____ **How is loan secured?** _____

Monthly payments: \$ _____ **Balance: \$** _____

PRINCIPAL SUPPLIERS:

| Name | Address | Telephone # | Fax # |
|----------|---------|-------------|-------|
| 1. _____ | _____ | _____ | _____ |
| 2. _____ | _____ | _____ | _____ |
| 3. _____ | _____ | _____ | _____ |
| 4. _____ | _____ | _____ | _____ |

Have you given any of the above a personal guaranty? _____ **If so to whom?** _____

Are purchase orders required? Yes () No ()

Business Property: Own () Building () Leasing () Buying () **Monthly Amt. \$** _____

Name of Landlord/Mortgagee _____

Bonded: Yes No **Name and Address of Bonding Company:** _____

Have you ever operated under any other name: Yes No

If yes, name and address: _____

MAKE SURE BACK SIDE IS COMPLETE.

RED-E-MIX LLC BUYER'S CREDIT APPLICATION AND OPEN ACCOUNT AGREEMENT - TERMS AND CONDITIONS:

Seller is only willing to extend credit and/or sell its products pursuant to these Terms and Conditions and the Terms and Conditions listed on Seller's invoices and/or delivery tickets, including any Disclaimer of Warranty and Limitation of Remedies. Accordingly any terms either proposed by Buyer and/or contained within a document supplied by Buyer, which are in addition to and/or different from Seller's Terms and Conditions, are deemed by Seller to be a material alteration of our agreement, and Buyer is hereby notified that Seller both objects to and rejects any and all additional and/or different terms.

Buyer agrees that this agreement shall not be deemed a limitation of any rights or remedies that Seller may have under any federal or state mechanic's lien law or under any applicable payment bond or any other rights, remedies, powers, or privileges now or hereafter existing in law or in equity. Buyer agrees to promptly provide to Seller upon request, all pertinent information with regard to any job in which the materials have been or will be incorporated including, but not limited to the location of such job, the name of the party with whom the Buyer is dealing, the name of the owner of the real property involved, the names of the general contractor, bonding company, lending institution, and/or banks involved in said job, and such other information as Seller may reasonably request.

Buyer also agrees that Buyer has special skill and knowledge in the selection and use of the materials to be purchased from Seller and expressly disclaim any reliance upon statements or representations made or to be made by Seller. Buyer understands that Seller makes no representations or warranties, express or implied, and bear no responsibility, as to the installation, use, or other disposition of any goods or products sold pursuant to an extension of credit hereunder. Seller makes no warranty of merchantability or fitness for a particular purpose for any goods sold pursuant to this agreement, and Seller hereby disclaims said warranties. Accordingly, Buyer agrees to indemnify and hold Seller harmless from any liability or injury or damages arising out of, or in any way connected with or pertaining to the sale, installation, use, or other disposition of, any goods or products sold pursuant to an extension of credit hereunder. Seller shall not be responsible under any circumstances for any incidental or consequential damages. In the event any liability is imposed on Seller, said liability shall not exceed the contract price for the material purchased.

Buyer acknowledges that payments are due within thirty (30) days of the invoice date. On invoices not so paid the Buyer agrees to pay a time-priced difference charge (service charge) of 1.5% per month (18% per annum) and to pay all collection cost incurred by Seller in enforcing the terms and conditions of sale, including court costs, actual attorney's fees and collection agency fees, within the standards of the industry (but not less than 25% of the unpaid amount of principle and accumulated service charge), all without relief from valuation and appraisal laws. If legal action becomes necessary by either Buyer or Seller, the Buyer agrees that this or any contemporaneous or subsequent agreement will be governed as to validity, interpretation, construction, effect and all other respects by laws of the State of Illinois, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. Seller and Buyer further agree that any legal action between the parties shall be brought either in the State or Federal courts located in St. Clair County, Illinois, or in the Seller's sole discretion, in any court where jurisdiction and venue is proper. Buyer submits to the personal jurisdiction of all such courts and waives all rights to object to jurisdiction and/or venue.

Having obtained all necessary authority, the undersigned authorizes Seller and its agents, attorneys and employees to investigate the credit standing, financial circumstances and responsibility of Buyer and all owners, partners, and/or officers listed on the application, and authorizes and instructs all persons having information concerning Buyer's / Guarantor's or persons listed on the credit application personal credit standing, financial circumstances and responsibility to release such information to Seller, its agents, attorneys or employees. This includes, without limitation, authorization for Seller and its agents, attorneys and employees to request, obtain, and use for all purposes which Seller deems necessary, a copy of any credit bureau or consumer credit report for the entities/persons listed herein at any time. Buyer agrees to release and hold harmless Seller from, and indemnify for, any claims or liabilities in connection with such inquiry.

The Buyer further grants to Seller a security interest in Buyer's accounts and other rights to payment, inventory, equipment, instruments and chattel paper, general intangibles, documents, government payments and programs, investment property, deposit accounts and all products and proceeds thereof, to secure the Buyer's performance of all obligations. The Buyer hereby authorizes Seller to record a financing statement.

All of the information supplied by Buyer is correct to the best of the knowledge of the undersigned, and the Buyer understands that all goods or services purchased from Seller are subject to all terms and conditions contained in this credit application and agreement and all other terms and conditions contained on any of the Seller's invoices or delivery tickets.

X _____ Title _____ Date _____
By

UNCONDITIONAL GUARANTY

In consideration of the extension of credit to Buyer ("Debtor") by RED-E-MIX LLC ("Creditor"), and for good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned, jointly and severally, if applicable, guarantee the full and prompt payment when due, whether by acceleration or otherwise, of all past, present and future indebtedness, obligations and liabilities of the Debtor to the Creditor, whether direct or indirect joint or several, absolute or contingent, including all costs of collection, interest, and attorney's fees and obligations.

The undersigned waives acceptance of this guaranty and further waives all notices and demands of any kind, including, but not limited to, all demands of payments and notices of nonpayment, presentment, protest and dishonor of any of the obligations by the Debtor. The undersigned further waives all notices and, specifically, hereby consents to any extensions of credit, acceleration, modifications, immaterial alterations, material alterations, amendments or changes of terms of any agreements concerning the obligations, including, but not limited to, any extensions or renewals of the obligations or change of the rate of interest there from and any notices, the acceptance of any partial payments or the release or transfer of any collateral for the payment of the obligation. Creditor reserves the right to amend the terms and conditions from time to time. In the event there is a conflict between the terms on the back of the invoices and those stated in the credit application, the terms on the invoices control. This guaranty shall be directly enforceable against the undersigned without first resorting to any remedies against Applicant.

Guarantor and Co-Guarantor, if applicable, authorizes Creditor to investigate Guarantor's and Co-Guarantor's personal credit standing, financial circumstances and responsibility and authorizes and instructs all persons having information concerning Guarantor's or Co-Guarantor's credit standing, financial circumstances and responsibility to release such information to Creditor, its agents, attorneys or employees. This includes, without limitation, authorization for Creditor and its agents, attorneys and employees to request, obtain, and use for all purposes which Creditor deems necessary, a copy of any credit bureau or consumer credit report for the Guarantor and Co-Guarantor at any time.

This guaranty is a continuing guaranty of payment, and shall inure to the benefit of Creditor from the date hereon and shall remain in full force and effect until Fifteen (15) days after written notice of termination thereof has been received by Creditor by certified mail. Termination of the guaranty by the undersigned shall not affect any of the guarantor's obligations hereunder with respect to obligations incurred prior to the termination.

No delay on the part of the Creditor in exercising any of Creditor's options, powers or rights, or partial or single exercise thereof shall constitute a waiver thereof. All of the Creditor's rights are cumulative and alternative. Whenever possible, each provision of this guaranty shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this guaranty shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition without invalidating the remainder of the provision or the remaining portions of this guaranty. This guaranty shall inure to the benefit of the Creditor and its successors and assigns and shall be binding upon the successors and assigns. This guaranty will be general as to validity, interpretation, constitution affect and all other respects by laws of the State of Illinois.

X _____ SSN _____ Date _____
Guarantor (Personal Signature Only)

X _____ SSN _____ Date _____
Co-Guarantor (Personal Signature Only)

| | | |
|-----------------------------------|---------------------------------------|-----------------------|
| For Office Use Only | | |
| <input type="checkbox"/> Approved | <input type="checkbox"/> Not Approved | Account Number: _____ |
| Credit Limit _____ | | Reviewed By: _____ |