

COLORADO CONCRETE ACCESSORIES, INC.

2474 Industrial Blvd.
Grand Junction, CO 81505
(970) 242-4651 • FAX: (970) 245-1819

BUSINESS CREDIT APPLICATION AND AGREEMENT

Name to be Used For Account: _____

Company's Full Legal Name: _____

Physical Address: _____

Mailing Address (if different from above): _____

Billing Contact: _____

Phone #: _____ Fax #: _____ Cell #: _____

Line of Business: _____ Credit Limit Requested: _____

Proprietorship Partnership Corporation Other _____

Name of Principal Owner(s), Partners or Stockholders: _____

Home Address(es): _____

Date of Birth : _____ Social Security #: _____

Date Business Started: _____ Federal Employer ID #: _____

How many employees? _____ Expected Level of Monthly Purchases: _____

Annual Sales Last Two Years: _____

Has applicant (or any of its partners, officers or directors) ever taken bankruptcy? _____
If so when and why? _____

Bank Name: _____ Account #: _____

Bank Contact: _____ Telephone #: _____

Trade References:

(1) _____

Contact: _____ Phone #: _____

(2) _____

Contact: _____ Phone #: _____

Authorized Signature List: _____

Colorado Resale Tax Number: _____ Purchase Order Required? _____

City Resale Tax Number: _____ City Name: _____

(See reverse side for additional provisions and signature lines.)

TERMS AND CONDITIONS OF ACCOUNT

APPLICANT, UPON APPROVAL, UNDERSTANDS AND AGREES AS FOLLOWS: ALL INVOICES CHARGED TO AN APPROVED ACCOUNT ARE DUE AND PAYABLE ON THE DATE OF INVOICE. FINANCE CHARGE: Invoices that are 30 days past due shall accrue **INTEREST** at the **RATE OF 2 PERCENT PER MONTH (24% PER ANNUM)**, and such interest shall continue to accrue until the invoice is paid in full. **Returned Checks:** All checks returned to the company for non-payment upon presentment shall be subject to a return check charge of \$20.00 and/or other damages provided by § 13-21-109 of the Colorado Revised Statutes. All materials returned for credit to Applicant’s account are subject to a Twenty Percent (20%) restocking charge and Applicant is responsible for all mobilization, equipment rental, trucking and/or common carrier charges incurred in picking up materials to be returned. CCA reserves the right, in its sole discretion, to reject materials returned in poor condition.

In the event it becomes necessary to commence legal action to collect amounts due, Applicant agrees to pay all costs of collection, including collection fees paid to any collection agency not in excess of 33-1/3% of the outstanding account balance and reasonable attorneys’ fees. Applicant further agrees to personal and subject matter jurisdiction and venue in Mesa County, Colorado. Applicant authorizes CCA to obtain a business or personal credit report on Applicant, its partners, officers or directors; to verify bank and credit references and to periodically update and re-verify such information, as needed, subsequent to approval of Applicant’s account. The individual executing this Business Credit Application represents that he/she has full authority to execute and bind Applicant to the terms of this agreement and all information provided in this application is true and correct as of the date of this application. CCA reserves the right to disclose information, including but not limited to copies of invoices, concerning past due amounts associated with particular projects to the property owner, manager, general contractor or other contractor responsible for Applicants performance, and to accept payment for such invoices directly from such entities. Facsimile signatures are deemed the same as delivery of original signatures.

Signature of Applicant, Officer, or Agent: _____

Title: _____

Dated: _____

PERSONAL GUARANTEE

(Required of ALL Applicants other than individuals or sole proprietorships)

In consideration of any credit extended or hereafter extended to Applicant, the undersigned Guarantor(s), jointly and severally, hereby unconditionally agree to pay any and all indebtedness or liability now owing or which may hereafter become due and owing from the Applicant to CCA, together with interest at the rate of 2 percent per month (24% Per Annum), until paid in full, and all costs and expenses of every kind incurred in collecting such amounts or in the enforcement of this Personal Guarantee, including collection fees paid to any collection agency not in excess of 33-1/3% of the outstanding account balance and reasonable attorney’s fees. This Guarantee is intended as a continuing guarantee and requires no notice to the undersigned Guarantor(s). This Guarantee shall remain in full force and effect until the entire indebtedness or liability with respect to which payment is guaranteed hereunder is fully discharged. The undersigned Guarantor(s) hereby waive notice of the acceptance of this Personal Guarantee and of any and all indebtedness or liability at any time covered by the same.

CCA shall not be required to inquire into or otherwise investigate the authority of the Applicant to incur particular obligations hereunder or the authority of officers, directors, or agents acting or purporting to act on behalf of the Applicant. Any indebtedness made or created in reliance on the professed exercise of such authority shall be guaranteed hereunder. CCA shall not be required to pursue any other remedies before invoking the benefits of this guarantee. Guarantor(s) further unconditionally agree to be bound by and be subject to all terms and conditions of Applicants Agreement set forth above. In the event all or a controlling interest in Applicant or the assets of Applicant are transferred to a third party, Guarantor(s) shall continue to be liable for debts of Applicant until such time as CCA is notified in writing of such change in ownership.

Dated: _____

Signature: _____

Signature: _____

Name : _____

Name: _____

Address: _____

Address: _____
