



Remit to: **P.O. Box 725569**  
**Atlanta, GA 31139**  
 Offices:  
 2500 Cumberland Parkway, Suite 200  
 Atlanta, GA 30339  
 Phone: (770) 431-3300 Fax: (770) 431-3305  
 email: TCG\_Credit@thomasconcrete.com

**Thomas Concrete of Georgia, Inc. | Thomas Concrete of South Carolina, Inc. | Thomas Concrete of Carolina, Inc.**

ACCOUNT NAME			DATE		
BILLING ADDRESS			CITY	STATE	ZIP
OFFICE PHONE	HOME PHONE	FAX NUMBER	CELL NUMBER	AMOUNT OF CREDIT REQUESTED	
<b>CORPORATE:</b>	PRESIDENT	SECRETARY	FEDERAL TAX I.D. NUMBER		
	SOCIAL SECURITY NO.	SOCIAL SECURITY NO.	COMPANY START-UP DATE		
<b>NON-CORPORATE:</b>	OWNER	PARTNER	P.O. NUMBER REQUIRED?		
	SOCIAL SECURITY NO.	SOCIAL SECURITY NO.	EMAIL or WEBSITE ADDRESS:		
BUSINESS TYPE: <input type="checkbox"/> Commercial <input type="checkbox"/> Residential <input type="checkbox"/> Subcontractor			ACCOUNT TYPE: <input type="checkbox"/> Corporate <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Other		
<b>PREFERRED BILLING METHOD:</b>					
<input type="checkbox"/> VIA USPS <input type="checkbox"/> VIA FAX <input type="checkbox"/> VIA EMAIL >> EMAIL ADDRESS >> _____					
<b>BANKING REFERENCES:</b>					
BANK - CONSTRUCTION LOAN		ACCOUNT NUMBER	PHONE	FAX	
			( )	( )	
BANK - CHECKING / SAVINGS		ACCOUNT NUMBER	PHONE	FAX	
			( )	( )	
<b>TRADE REFERENCES:</b>					
NAME		ACCT. NO.	PHONE	FAX	
			( )	( )	
			( )	( )	
			( )	( )	
			( )	( )	

**FOR PERSONAL HOME BUILDERS, PLEASE COMPLETE BELOW:**

STREET ADDRESS OF BUILDING:			
SUBDIVISION:	COUNTY:	LOT NO.:	BLOCK NO.:
LOT OWNED BY:	ADDRESS OF OWNER:		
IS LOT PAID IN FULL? ( ) YES ( ) NO	IF NOT PAID IN FULL, NAME OF ENTITY OWED:		
IF PRESOLD, NAME OF PURCHASER:			
CONSTRUCTION LENDER:	LOAN OFFICER:	PHONE NO.:	

BY AFFIXING THE SIGNATURE BELOW, APPLICANT HEREBY ACKNOWLEDGES AND AFFIRMS THAT HE/SHE HAS READ THE TERMS AND CONDITIONS OF SALE / PERSONAL GUARANTY AGREEMENT CONTAINED IN THIS APPLICATION AND THAT HE/SHE UNDERSTANDS AND AGREES TO BE BOUND BY THE LANGUAGE CONTAINED THEREIN. APPLICANT'S SIGNATURE BELOW AUTHORIZES THE ABOVE-NAMED FINANCIAL INSTITUTIONS TO FURNISH CREDIT INFORMATION TO THOMAS CONCRETE, INC. FAX OR PHOTOCOPIES MAY BE DEEMED TO BE THE EQUIVALENT OF ORIGINAL SIGNATURE.

\_\_\_\_\_  
**APPLICANT'S SIGNATURE** (SEAL) \_\_\_\_\_  
**DATE**

**Salesperson:** \_\_\_\_\_

# TERMS & CONDITIONS OF SALE / PERSONAL GUARANTY AGREEMENT

In order to induce Thomas Concrete of Georgia, Inc., Thomas Concrete of Carolina, Inc. and/or Thomas Concrete of South Carolina, Inc. (all three entities hereafter referred to collectively as "Thomas") to consider providing goods on credit to Applicant, Applicant hereby agrees for itself, its successors and permitted assigns that the following terms and conditions shall apply to all sales of goods by Thomas to Applicant:

1. Applicant is applying for credit for business purposes. Applicant authorizes Thomas to investigate Applicant's credit history and capacity and to furnish information on Applicant's payment performance to credit reporting agencies and other proper persons. Applicant authorizes all financial institutions and business entities of which Thomas may from time to time make inquiry to provide to Thomas such financial information as Thomas deems necessary to make credit decisions. Thomas has no obligation to extend credit to Applicant and may, in its sole discretion, suspend, terminate or reduce the limits of any extension of credit at any time and may withhold shipments of Goods ordered, or require cash in advance, in the event that Thomas, in its sole discretion, finds Applicant's financial condition to be unsatisfactory. Applicant agrees that any line of credit desired or approved is not a limitation of liability, and Applicant expressly agrees that Applicant will be responsible for valid charges in excess of a credit limit.

2. Thomas will provide to Applicant an itemized invoice of each sale. If Applicant does not give written notice to Thomas within seventy-five (75) calendar days from the date of such invoice of any objection to the Goods listed, or the receipt thereof, or that such purchase was unauthorized, or any other objection, all such objections shall be deemed waived. Applicant waives any and all right to set off claims which it may assert against Thomas and/or to withhold payment to Thomas based on a claim that Thomas is indebted to Applicant. No claim asserted by Applicant against Thomas shall relieve Applicant of its obligation to make timely payments to Thomas.

3. Except as otherwise set forth in a Thomas invoice, payment is due within twenty (20) calendar days after the last day of the month in which the invoice is rendered. If timely payment is not made, the account shall be past due. Applicant agrees that discounts, if offered in Thomas invoices, will not be allowed if a past due amount exists on the account. Applicant agrees that all past due amounts shall bear interest at one per cent (1%) per month (12% per annum) pre-judgment and one and one-half per cent (1½%) per month (18% per annum) post-judgment until paid and agrees to pay Thomas, in addition to the amount due, attorneys' fees of fifteen per cent (15%) of the amount due, or the maximum amount allowed by law, whichever is greater, in the event the account is given to an attorney for collection. Applicant also agrees to pay lien preparation and recording fees as well as any and all attorneys' fees and costs associated with post-judgment collection. A \$30.00 fee, or 5% (five percent) of the face amount of the check, whichever is greater, will be charged to Applicant's account for each dishonored check tendered. Applicant agrees that all payments shall be applied to Applicant's account as designated in writing; if not designated in writing, then Thomas shall apply said payment at its discretion. Applicant agrees to examine all invoices and statements promptly upon receipt and to notify Thomas immediately of any failure of delivery, shortage, discrepancy or error and further agrees that such invoice or statement shall be presumed correct unless Applicant shall notify Thomas in writing of such failure of delivery, shortage, discrepancy or error within seventy-five (75) days of Applicant's receipt of such invoice or statement, which shall be presumed to have been received on or before the fifteenth (15<sup>th</sup>) day of the month following purchase. Use of material by Applicant constitutes waiver of any error in shipment or defect in material which may have been determined by a prompt, diligent inspection thereof.

4. Any waiver or non-enforcement by Thomas of a breach, default or term under this Agreement shall not be deemed a waiver of any subsequent breach or default of enforcement of such term, and Thomas shall only be deemed to have given such waiver when in writing executed by Thomas providing for such waiver. If any provision of this Agreement is waived by Thomas or is held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect as if such provision were not contained herein.

5. This Agreement contains the entire agreement and understanding between Thomas and Applicant with respect to the sale of Goods by Thomas to Applicant (other than payment terms and delivery dates, which are set forth in Thomas invoices). This Agreement supersedes all prior agreements, commitments, representations and discussions between Thomas and Applicant and is not assignable by Applicant without the prior written consent of Thomas. No modification, amendment or addition to this Agreement will be binding on Thomas unless such modification, amendment or addition is executed by Thomas in writing. Without limitation of the foregoing, the terms hereof shall not be altered or interpreted by reference to any course of dealing between Thomas and Applicant or industry practice.

6. The below Guaranty is given by \_\_\_\_\_ to Thomas for the purpose of inducing Thomas to extend to  
(GUARANTOR'S NAME - NO TITLES)

\_\_\_\_\_  
(COMPANY or CORPORATE NAME)  
(Applicant). Guarantor assert(s) that he/she/they will personally benefit if credit is extended to Applicant. The undersigned unconditionally personally guarantee(s) the timely payment of all amounts due from Applicant to Thomas and agree(s) to be jointly and severally liable with Applicant to Thomas for any debt owed by Applicant. The obligation of the Guarantor(s) is a primary and unconditional obligation and covers all existing and future indebtedness of the Applicant to Seller. The undersigned agree(s) to pay reasonable attorneys' fees equal to fifteen percent (15%) of the outstanding principal and interest, or the maximum amount allowed by law, whichever is greater, owed by the Applicant in the event that Applicant's account is placed with an attorney for collection. This personal guaranty may only be revoked in writing sent by certified mail to Thomas. Said revocation shall not be effective as to any balance owed prior to receipt of said revocation. The undersigned hereby expressly waive(s) notice of acceptance of this instrument, notice of any default, non-payment, partial payment, presentment, protest, demand and any and all other notices whatsoever. The undersigned further consent(s) to any extensions of credit, accelerations, modifications, amendments or terms changes of any agreement concerning obligations of Applicant.

\_\_\_\_\_  
SIGNATURE OF GUARANTOR (NO TITLES)

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
SOCIAL SECURITY NUMBER    DATE