

Cahaba Sand & Gravel, Inc DBA SpeedArch
CREDIT APPLICATION FOR A BUSINESS ACCOUNT

BUSINESS CONTACT INFORMATION

Title:			
Company name:			
Phone:	Fax:	E-mail:	
Registered company address:			
City:	State:	ZIP Code:	
Date business commenced:			
Sole proprietorship:	Partnership:	Corporation:	Other:

BUSINESS AND CREDIT INFORMATION

Primary business address:			
City:	State:	ZIP Code:	
How long at current address?			
Telephone:	Fax:	E-mail:	
Bank name:			
Bank address:		Phone:	
City:	State:	ZIP Code:	
Type of account:	Account number:		
Savings			
Checking			
Other			

BUSINESS/TRADE REFERENCES

Company name:			
Address:			
City:	State:	ZIP Code:	
Phone:	Fax:	E-mail:	
Type of account:			
Company name:			
Address:			
City:	State:	ZIP Code:	
Phone:	Fax:	E-mail:	
Type of account:			
Company name:			
Address:			
City:	State:	ZIP Code:	
Phone:	Fax:	E-mail:	
Type of account:			

AGREEMENT

1. **Payment Terms:** All invoices are due upon receipt.
2. **Past Due Invoices:** A finance charge of 1.5% per month, or any part thereof, will be charged on any unpaid invoices that are overdue. Said finance charges shall become a part of the regularly stated account of the applicant.
3. **Investigation of Credit Application:** By submitting this application, you authorize Cahaba Sand & Gravel, Inc DBA SpeedArch to make inquiries into the banking and business/trade references that you have supplied.
4. **Past Due Collections:** I (We) hereby acknowledge that Cahaba Sand and Gravel, Inc. DBA Speedarch may in its sole discretion take steps necessary to collect past due amounts, including retaining the services of an attorney and filing a lawsuit against the applicant. I (We) hereby waive all rights of exemption under the constitution and laws of the State of Alabama, or any other State, and, in the event of default and placement with an attorney, agree to pay Cahaba Sand and Gravel, Inc DBA Speedarch and their attorneys a reasonable attorney fee of thirty three percent (33%) of the unpaid balance and the interest at the time of placement, plus all interest accrued to the date of judgment and costs of collection, which include court and discovery costs or any other costs associated with collecting the sum due Cahaba Sand & Gravel, Inc DBA Speedarch.

5. **Payment of Disputed Invoices:** Applicant hereby agrees that any check or money order purporting to be "Payment in Full" of a disputed invoice, amount or debt shall amount to accord and satisfaction of the disputed invoice, amount or debt only if so marked "Payment in Full" and mailed by certified mail to: Credit Department, Cahaba Sand & Gravel, Inc. DBA Speedarch, 8198 Gadsden Highway, Trussville, AL 35173, or, likewise, to the duly authorized attorneys of Cahaba Sand & Gravel, Inc. DBA Speedarch, and the same check is cashed or negotiated on behalf of said company. A disputed invoice or debt is hereby defined as any invoice or debt for which the applicant or its agents disputes the full amount claimed by Cahaba Sand & Gravel, Inc. DBA Speedarch or its agents.
6. **Modifications:** No purported modification or waiver of any of the provisions of this agreement shall be binding upon Cahaba Sand & Gravel, Inc DBA Speedarch unless the same is reduced to a writing signed by an authorized representative of Cahaba Sand & Gravel Inc. DBA Speedarch.
7. **Warranties:** Cahaba Sand & Gravel, Inc DBA Speedarch warrants that goods sold meet the applicable ASTM standards and makes no other warranty whatsoever, express or implied. CAHABA SAND & GRAVEL, INC DBA SPEEDARCH MAKES NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS OF ANY PRODUCT FOR A PARTICULAR PURPOSE. CAHABA SAND & GRAVEL, INC DBA SPEEDARCH LIABILITY SHALL BE LIMITED TO THE COSTS OF GOODS FOUND TO BE DEFECTIVE OR NON-CONFORMING.
8. **Binding Arbitration:** The parties to this application agree that the goods and materials supplied by Cahaba Sand & Gravel, Inc. DBA Speedarch relate to, have traveled in, and have a significant impact upon interstate commerce. All claims, demands, disputes and controversies that may arise between the parties to this agreement concerning any issue related to this contract, with the exclusion of actions by CSG, Inc to collect the amounts due under this contract and actions to enforce or perfect materialmens liens, shall be arbitrated pursuant to the FEDERAL ARBITRATION ACT and that said arbitration shall be binding upon the parties. The parties further agree that the party making demand for arbitration pursuant to this provision shall pay the initial filing fee for arbitration, and the cost of arbitration will be awarded according to the sole discretion of the arbitrators. The parties further agree that any counter-claim or cross claim brought against Cahaba Sand & Gravel, Inc. DBA Speedarch in a lawsuit to collect sums due under the contract may be severed from the collection litigation and submitted to binding arbitration, upon the appropriate request of Cahaba Sand & Gravel, Inc. DBA Speedarch. The terms of the American Arbitration Association shall govern the arbitration.
9. **Copies of this Contract:** The parties hereby acknowledge that a copy of this contract, whether facsimile or photocopy, shall have the same force and effect as the original.

SIGNATURES

Title:
Date:

Title:
Date:

Return Credit Application To:

Cahaba Sand and Gravel, Inc.
DBA Speedarch
PO Box 421
Trussville, AL 35173

Fax: 205-449-6080

Email: credit@speedarch.com