



South Region - Commercial Credit Application

Fax: 1-904-279-8527 or

Email: VMC-Credit-App-South@vmcmail.com

Business Name _____

Street Address _____

**PLEASE TYPE OR
PRINT YOUR
INFORMATION.**

Mailing Address, if different _____

City _____ State _____ Zip _____ Phone No. _____

Fax No. _____ Contractor's License# _____

If you have previously had an account with Vulcan Materials or its affiliates, please tell us when and where:

Check one: Corporation/LLC _____ Partnership _____ Sole Proprietor _____ FEIN or SS# _____

Date Established _____ If Corporation, Date and State Incorporated _____

Are you taxable? _____ (If non-taxable, a tax exempt certificate must be attached)

Will material be used for Business (Commercial) or Personal (Consumer) purposes? _____

What products do you plan to buy from Vulcan? _____

In what city/state(s) do you primarily intend to buy our products? _____

If you are already working with a Sales Representative, who is it? _____

Are POs required on invoices/tickets? ___Yes___ No Should we send you statements? ___Yes___ No

We prefer to communicate with you by E-mail – if acceptable, list the proper address by category:

General contact: _____ Material Safety Data Sheets: _____

Invoices: _____ Statements: _____

Name and Address of Principal Owner, Owners or Partners:

Name _____ Title _____

Address _____

Name _____ Title _____

Address _____

Please furnish at least three (3) TRADE REFERENCES with phone and fax number:

Name _____ Phone No. _____

Fax No. _____ Email Address _____

Name _____ Phone No. _____

Fax No. _____ Email Address _____

Name _____ Phone No. _____

Fax No. _____ Email Address _____

Please furnish one bank reference with phone number and fax number:

Bank _____ Account # _____

Phone No. _____ Fax No. _____



Commercial Credit Application and Agreement – Terms and Conditions

This Commercial Credit Application and Agreement, including all the information contained herein, is a request for one or more extensions of business credit to defer payment for purchase of construction materials by Applicant from Vulcan Construction Materials, L.P., and/or CalMat Co, Florida Rock Industries, Inc., and all subsidiaries and affiliates of each, for itself and on behalf of its subsidiaries, hereinafter, individually and collectively referred to as "Vulcan". By submitting this application to Vulcan, Applicant hereby agrees that this Commercial Credit Application and Agreement will apply to all sales to Applicant. One or more of Vulcan's affiliates or subsidiaries may act as Vulcan's collection agent, and shall have the ability to enforce the terms and conditions hereof.

Applicant hereby agrees to payment terms of Net 15th Prox., (Payment is due on the 15th of the month following the month in which invoicing occurred). Applicant agrees to pay Vulcan a monthly finance charge on any unpaid balances, pursuant to the terms set forth below. A charge of 1.5% per month, (18% per annum), will accrue on a daily basis from the date of invoice and will continue to accrue on a daily basis on any unpaid balance, both before and after judgment, until the date the balance is paid in full, or at the maximum amount permitted by state law in which the sale occurred, whichever is less. Vulcan will determine and impose the monthly finance charge by applying a daily periodic rate of .049315% to the daily unpaid principle balance on each invoice, beginning from the invoice date, for the number of days that balance remains unpaid. **However, the assessment of a finance charge on invoices paid in full by the payment due date will be waived.** Prompt-pay discounts, if offered on the purchase of ready-mix concrete, will be shown on the customer invoice, and may be earned on invoices paid in full by the prompt pay due date shown on each invoice and will apply only if all previous balances are paid in full. Terms of each individual sale are set forth on each invoice and Applicant hereby agrees to the terms on each invoice. Applicant agrees that each individual sale shall be subject to this Commercial Credit Application and Agreement, the terms and conditions set forth in Vulcan's Quotation, including the General Terms and Conditions which form a part thereof, and, if applicable, any terms and conditions relating to the delivery or shipment of construction materials by truck, barge, vessel, rail or other means which are provided by Vulcan to Applicant regardless if applicant presents alternate terms and conditions. Vulcan terms shall always govern and take precedent. Until Applicant has made settlement with Vulcan of the full amount due to Vulcan with respect to any materials supplied by Vulcan for which Applicant receives payment from a third party, Applicant shall segregate the proceeds for those materials and hold the same in trust for Vulcan. Vulcan shall have an equitable lien on funds paid to applicant until payment is made to Vulcan.

Applicant authorizes and consents to Vulcan obtaining any and all credit reports and information it deems necessary from any and all sources. Applicant further authorizes Vulcan to reinvestigate Applicant's credit from time to time as Vulcan deems necessary in its sole and absolute discretion. Vulcan reserves the right to limit or terminate any extension of credit to Applicant in Vulcan's sole and absolute discretion. Applicant authorizes Vulcan to act as a credit reference for Applicant by responding to inquiries from other creditors, trade associations or potential creditors of Applicant regarding transactions or experiences with Applicant.

Each of the undersigned does hereby certify that he/she is authorized to sign this Commercial Credit Application and Agreement on behalf of Applicant; that the information contained herein is true, accurate, and complete in all respects; and that all purchases made by Applicant will be made in the ordinary course of business of Applicant for business purposes and that no credit is sought or will be obtained for the personal, family, or household purposes of any individual. Applicant will advise Vulcan in writing, at the address referenced on its invoices, of any changes which occur in respect to any of the information included in this Application, or any other information which could reasonably affect Applicant's ability to pay, and until such time, Vulcan may continue to rely on this information. Applicant agrees to provide Vulcan with a current financial statement, including Balance Sheet and Statement of Profit or Loss, within a reasonable time after Vulcan requests same. Any actual or anticipated change in Applicant's legal status, or form of business organization must be communicated to Vulcan immediately in writing, transmitted by certified mail; provided, however, no such change shall be effective between the parties without Vulcan's explicit written acceptance thereof, which may be withheld in Vulcan's sole and absolute discretion.

Applicant agrees to be liable for, and immediately pay to Vulcan any and all court costs, reasonable attorneys' fees, recording fees, lien costs, cost for title reports and all other costs, expenses or charges incurred by Vulcan in enforcing the terms of this Commercial Credit Application and Agreement, or collecting or attempting to collect money from Applicant, or enforcing or defending or prosecuting any claim against bonding companies, or disbursing officers, or guarantors, or claims based on mechanic's liens, stop notices, or payment bonds, up to the maximum amount allowable under state law, should all or any part of this account be placed for collection

Applicant agrees that any claims concerning quality control, or compliance with product specifications, shall be waived unless written notice of such claim shall be delivered to Vulcan, by certified mail at the address found on its invoice, within 30 days of receipt of such products by Applicant.

Vulcan warrants for a period of one (1) year from date of delivery only that the material sold hereunder substantially complies with Vulcan's specifications for said material or the specifications set forth in Vulcan's quotation. **VULCAN HEREBY EXCLUDES ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PURPOSE, AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, OF THE MATERIAL SOLD HEREUNDER, OTHER THAN THE EXPRESS WARRANTY STATED ABOVE.** In addition, except to the extent otherwise set forth in the specifications described above, Vulcan makes no warranty whatsoever with respect to specific gravity, absorption, whether the material is innocuous, non-deleterious, or non-reactive, or whether the material is in conformance with any plans, other specifications, regulations, ordinances, statutes, or other standards applicable to Customer's job or to said material as used by Customer. **VULCAN SHALL IN NO EVENT BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGE CAUSED BY NON-COMPLIANCE OF THE MATERIAL WITH VULCAN'S SPECIFICATIONS, OR ANY DEFECTS IN THE MATERIAL SOLD HEREUNDER.**

Seller shall have the right to change, modify or amend any of the terms of this Agreement (including adding new terms) upon written notice of such change, modification, amendment or addition to Customer. The effective date of the change, modification amendment or addition shall be as stated in the written notice. Customer's consent to any such change, modification, amendment or addition shall not be required, but Customer shall be deemed to have consented thereto upon the placing of orders with Seller following receipt of such notice.

All disputes regarding finance charges shall be governed by Alabama law. In the event material sold is imported into the U.S., the laws in the destination state will prevail. In all other matters, this Commercial Credit Application and Agreement shall be governed by the laws of the State from which the material was shipped. If any provision hereof is held invalid, illegal or unenforceable, then no other provision shall be affected or impaired thereby. Applicant agrees that any and all claims arising out of or relating to any sale or extension of credit by Vulcan, including, but not limited to, any action by Vulcan to collect on account, may be filed in Federal or State court where the shipments originated, and Applicant specifically consents to the exercise of non-exclusive personal jurisdiction over Applicant by a Federal or State court where the shipments originated, and to extraterritorial service of process, if necessary. Applicant waives the right to a jury trial in the event Vulcan is required to institute suit for collection of any sums due hereunder. The transmission of a signed copy of this Commercial Credit Application and Agreement via facsimile or e-mail shall have the same force and effect as an original and shall be binding on the Applicant and any Guarantor to the same extent as a document with the original signature.

_____	_____	_____
Print Name of person Signing	Authorized Signature	Title
_____	_____	_____
Print Name of person Signing	Authorized Signature	Title



PERSONAL GUARANTY OF BUSINESS CREDIT

In consideration of, and as inducement to the periodic extensions of credit by Vulcan Construction Materials, L.P., and/or CalMat Co, Florida Rock Industries, Inc., and all subsidiaries and affiliates of each, for itself and on behalf of its subsidiaries, hereinafter, individually and collectively referred to as "Vulcan" in this Personal Guaranty, to the Applicant named on the above Commercial Credit Application and Agreement, or its successors, assigns, nominees, or agents, (known collectively as the "Applicant"), **the undersigned, hereafter, "Guarantor", hereby personally Guarantees, jointly and severally, the performance by Applicant of all of Applicant's duties and obligations as set forth in this Commercial Credit Application and Agreement** including, but not limited to, the payment when due of all indebtedness now due or which may become due under the Applicant's Commercial Credit Application and Agreement. To the maximum amount allowed by state law, this Personal Guaranty is unlimited in amount and shall apply to all balances arising from sales to the applicant under the above Commercial Credit Application and Agreement. The undersigned waive(s) all notices with respect to this Personal Guaranty and waives acceptance of this Personal Guaranty by Vulcan and any and all rights of reimbursement, subrogation or indemnification from Applicant arising from or related to this Personal Guaranty, performance of any obligations hereunder, or payments made to Vulcan pursuant to this Personal Guaranty. The undersigned agree that Vulcan shall not be required to seek legal or other means to attempt to collect sums owed by Applicant before looking to undersigned for payment.

This Personal Guaranty is a continuing Personal Guaranty applying to all sales made to Applicant, and shall remain in full force and effect until cancelled in writing by notice to Vulcan, sent by hand delivery, by overnight courier, or by U.S. certified mail, postage pre-paid, return receipt requested, to Vulcan's address as stated in the Commercial Credit Application and Agreement, such notice not to become effective until the 10th day following receipt thereof by Vulcan, and then shall be effective only as to the purchases made after such effective date. This Guaranty shall not be revoked by the death of the guarantor. This Guaranty shall remain in full force and effect with respect to all materials supplied by Vulcan under the Applicant's account, regardless of any change in the Applicant's legal structure, or the existence of entities or individuals legally distinct from Applicant benefiting from the services or materials supplied. The undersigned, jointly and severally agree to pay all expenses and cost incurred by Vulcan to enforce the terms of this Guaranty and Commercial Credit Application and Agreement including attorneys' fees and litigation costs. It is understood that there is no limit to the liability of the undersigned under this agreement.

The undersigned voluntarily and irrevocably waive trial by jury with respect to any action or claim brought in connection with this Guaranty.

The laws governing the state from which the material was shipped from shall be used and applied in determining the validity of this agreement as well as rights and duties of those hereunder. The transmission of a signed copy of this document via facsimile or E-mail shall have the same force and effect as an original and shall be binding on the applicant and any Guarantor to the same extent as a document with an original signature.

_____	By: _____	_____
Printed Name of Guarantor	Written Signature	Date
_____	_____	_____
Printed Name of Witness	Written Signature	Date
_____	By: _____	_____
Printed Name of Guarantor	Written Signature	Date
_____	_____	_____
Printed Name of Witness	Written Signature	Date

PERMISSION TO OBTAIN CONSUMER CREDIT REPORT

The undersigned hereby consent(s) to Vulcan using a consumer credit report on the undersigned in order to further evaluate the credit worthiness of the undersigned as principal(s), and/or guarantor(s) in connection with the extension of business credit as contemplated by the credit application(s). The undersigned authorizes Vulcan to utilize a consumer credit report on the undersigned from time to time in connection with the extension of or continuation of the business credit represented by the credit applications(s).

Signature _____ Date _____ SS# _____

Signature _____ Date _____ SS# _____