

# Jurgensen Companies

## Business Credit Application

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|--|--|
| <input type="radio"/> Valley Asphalt               | <input type="radio"/> Morrow Gravel                |
| <input type="radio"/> Urbana Materials             | <input type="radio"/> Piqua Materials              |
| <input type="radio"/> Shamrock Materials           | <input type="radio"/> Latham Limestone LLC.        |
| <input type="radio"/> Paul H. Rohe Co.             | <input type="radio"/> Enon Sand & Gravel LLC.      |
| <input type="radio"/> Rush County Stone            | <input type="radio"/> Eaton Asphalt Paving Company |
| <input type="radio"/> Melvin Stone Co LLC.         | <input type="radio"/> Walls Asphalt                |
| <input type="radio"/> Northern Kentucky Aggregates | <input type="radio"/> A&B Asphalt                  |
| <input type="radio"/> Walls Materials              |  |

Company:

Mailing Address:

Street Address:

City:  State:  Zip:

Owner Name:

No. of Years in Business:  Phone Number:  Fed ID#:

Corporation: ☐ Yes ☐ No List Officer's Names:

Partnership: ☐ Yes ☐ No

Owner's Name:  Social Security #:

Partner's Name:  Social Security #:

Sole Proprietor: ☐ Yes ☐ No If yes, Owner's Social Security #:

Have you ever had an account with us before? ☐ Yes ☐ No Amount of Credit Desired (Per Month)

### **Bank Information:**

Bank Name:  Contact Name:

Phone Number:  Account Number:

### **Trade References:**

Name:  Contact Name:

Address:  Phone Number:

Name:  Contact Name:

Address:  Phone Number:

Name:  Contact Name:

Address:  Phone Number:

#### Consent to Credit Investigation

I consent and agree the Jurgensen Companies may conduct a full and complete credit investigation based on the information provided on this application. I also agree to properly disclose any changes in the financial and/or credit status of this company.

#### Payment Terms

Buyer will pay the full purchase price of all materials within thirty days of the invoice date. The invoice date will be shown on each invoice. If buyer fails to pay in full within 30 days from the date of invoice for any Jurgensen Company purchases, the buyer will be subject to interest charged at 1.5% per month for any unpaid balance. Also, if the buyer does not make full payment within thirty days of the invoice date, the buyer must understand that a lien may be filed against the property that the materials were purchased for. Buyer also understands that they may not be permitted to make further purchases until such payment in full is made on the balance. Sales tax will be charged on all purchases, unless we receive an appropriate signed tax exemption form.

#### Subsequent Purchases and Deliveries

The terms and conditions of this agreement shall apply to any and all purchases by buyer (whether present or future) until this agreement is revoked or amended in writing by The Jurgensen Companies. The buyer understands and agrees to take full responsibility for any and all purchases on or for buyer's account, pursuant to the terms of this agreement. No terms and conditions in any purchase order or confirmation of buyer shall supercede, alter or amend any of the terms and conditions of this agreement unless the same is signed and acknowledged by an authorized representative of The Jurgensen Companies.

#### Disclaimer of Warranties, Integration Clause and Liquidated Damages

The Jurgensen Companies makes no warranties, whether express or implied regarding the quality and/or fitness of the materials and products the Jurgensen Companies furnish to buyer under this agreement, including without limitation warranties of fitness for a particular purpose and/or of merchantability. The Jurgensen Companies expressly disclaims any express or implied warranties relating to the products sold or delivered to buyer. All products delivered and sold are strictly "as is". Buyer understands and agrees that this is the entire agreement between the buyer and the Jurgensen Companies. There are no other agreements or representations by the Jurgensen Companies unless a written agreement is signed by both parties. The Jurgensen Companies shall not be liable for any incidental, consequential or liquidated damages. In the event that this disclaimer is unenforceable, in whole or in part, then the Jurgensen Companies liability shall in no event exceed the value of the allegedly defective or non-conforming materials or products or \$500.00, whichever is less.

#### Request for copy of Notice of Commencement

The Jurgensen Companies requests the buyer furnish the Jurgensen Companies with a copy of the Notice of Commencement for all projects that product is supplied. Buyer shall deliver a copy of each Notice of Commencement to the Jurgensen Companies within three business days of product delivery. This request shall be considered continuing in nature during the life of this agreement and it shall apply to each project for which the buyer secures materials or products from the Jurgensen Companies. The Jurgensen Companies at its sole discretion may suspend deliveries and sales to buyer if buyer fails at anytime to comply with this request.

#### Approval Terms

Buyer understands and agrees that this agreement is subject to acceptance by The Jurgensen Companies, and that The Jurgensen Companies is not warranting or representing that it will furnish credit to buyer. The Jurgensen Companies shall at any time, have the right to demand cash from buyer on purchases, or convert buyer's account to a cash only basis. This agreement is at will of The Jurgensen Companies, and it may be terminated by The Jurgensen Companies at any time, with or without fault on the part of the buyer.

Buyer certifies that the above information is true, accurate and complete, and buyer acknowledges and accepts without reservation the terms and conditions set forth above.

Signature Field: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Company Name: \_\_\_\_\_