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ORANGEVALE, CA 95662
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CREDIT APPLICATION & Agreement

NAME OF FIRM _____ DATE _____
PHONE NO. _____ FAX NO. _____
PHYSICAL ADDRESS _____
MAILING ADDRESS _____
OWNERSHIP: [] CORPORATION [] PARTNERSHIP [] PROPRIETORSHIP [] OTHER
OWNER/PRESIDENT _____
SS OR TAX ID NO. _____ DRIVERS LICENSE NO. _____
DESCRIPTION OF BUSINESS _____

BANK REFERENCES

BANK NAME _____ BRANCH ADDRESS _____
PHONE NO. _____ ACCOUNT NO. _____
INDICATE TYPE OF ACCOUNT: [] CHECKING [] SAVINGS [] OTHER

CREDIT REFERENCES

(GIVE ONLY NAMES OF THOSE YOU BUY FROM ON A REVOLVING ACCOUNT)

1) NAME _____ TEL _____
ADDRESS _____ FAX _____
2) NAME _____ TEL _____
ADDRESS _____ FAX _____
3) NAME _____ TEL _____
ADDRESS _____ FAX _____
4) NAME _____ TEL _____
ADDRESS _____ FAX _____

ASSETS & LIABILITIES

TOTAL ASSETS \$ _____ TOTAL LIABILITIES \$ _____

THE TERMS ON THE REVERSE SIDE OF THIS APPLICATION ARE AN INTEGRAL PART OF THIS APPLICATION AND AGREEMENT.

IN CONSIDERATION OF THE PROCESSING BY CRETE CRUSH, LLC (HEREAFTER "SELLER") OF THIS APPLICATION AND/OR THE EXTENSION OF ANY CREDIT TO APPLICANT AND/OR THE MAKING OF ANY SALE TO APPLICANT SUBSEQUENT TO SIGNING OF THIS DOCUMENT BY APPLICANT, APPLICATION (HEREAFTER "BUYER") AGREES AS FOLLOWS:

- 1) FOR THE CREDIT PURCHASES, UNLESS OTHERWISE AGREED TO IN WRITING SIGNED BY AN AUTHORIZED PERSON ON BEHALF OF SELLER VARYING SUCH TERMS, PAYMENT SHALL BE DUE NET 30 FROM THE DATE INVOICED. THAT IS TO SAY, PAYMENT IN FULL FOR ALL CREDIT PURCHASES MADE ARE DUE WITHIN 30 DAYS OF THE INVOICE DATE LOCATED ON THE TOP RIGHT HAND CORNER OF EACH INVOICE.
- 2) RETENTION OF ANY PERCENTAGE OF SELLER'S BILLINGS IS NOT PERMITTED WITHOUT PRIOR WRITTEN APPROVAL OF SELLER.
- 3) BUYER SHALL PAY SELLER (NOT AS A PENALTY, BUT AS LIQUIDATED DAMAGES BASED ON THE IMPRACTICALITY OF FIXING ACTUAL DAMAGES) A CHARGE ON ALL AMOUNTS NOT PAID WHEN DUE, COMPUTED AT A PERIODIC RATE OF ONE AND ONE-HALF (1-1/2) PERCENT PER MONTH (WHICH IS AN ANNUAL PERCENTAGE RATE OF 18%) OR AT THE MAXIMUM RATE PERMITTED BY LAW IN THE EVENT SUCH RATE IS LOWER.
- 4) BUYER AGREES TO PAY ALL SELLER'S REASONABLE ATTORNEY'S FEES AND COLLECTION COSTS IN COLLECTING AMOUNTS NOT PAID WHEN DUE, WHETHER OR NOT A LAWSUIT IS FILED AND WHETHER OR NOT THE LAWSUIT IS PURSUED TO JUDGEMENT BEFORE BUYER PAYS OFF THE INDEBTEDNESS.
- 5) IF AND TO THE EXTENT ANY PURCHASE ORDER FROM BUYER TO SELLER SHOULD CONTAIN ANY TERMS AT VARIANCE WITH THESE TERMS, THE TERM SET FORTH HEREIN SHALL BE CHANGED ONLY IF AND TO THE EXTENT ACTUALLY AGREED TO IN WRITING SIGNED BY AN AUTHORIZED PERSON ON BEHALF OF SELLER.
- 6) IN THE EVENT A CHECK IS GIVEN AS PAYMENT ON ACCOUNT OR IN CONNECTION WITH ANY PURCHASE, WHETHER OR NOT A SALE ON CREDIT, AND SUCH CHECK, UPON DEPOSIT OR NEGOTIATION IS NOT PROMPTLY HONORED BY THE BANK UPON WHICH DRAWN, THE PROVISIONS OF PARAGRAPHS 3 AND 4 SHALL BE APPLICABLE IN REGARD TO THE INDEBTEDNESS REPRESENTED BY THE CHECK. NOTHING HEREIN SHALL BE DEEMED TO BE AN APPROVAL FOR BUYER TO GIVE A CHECK THAT DOES NOT CLEAR THE BANK UPON WHICH IT IS DRAWN. BUYER ALSO AGREES TO PAY A SERVICE CHARGE OF \$25.00 FOR ANY CHECK THAT FAILS TO PROMPTLY CLEAR BUYERS BANK UPON PRESENTMENT.
- 7) BUYER AGREES FULLY AND PROMPTLY TO FURNISH SELLER INFORMATION NEEDED OR REQUESTED BY SELLER FOR PROPER FILLING OUT AND SERVICE OF A PRELIMINARY TWENTY-DAY NOTICE UNDER THE MECHANIC'S LIEN LAWS.
- 8) BUYER SHALL REMAIN OBLIGATED BY ALL TERMS AND PROVISIONS OF THIS CREDIT APPLICATION AND AGREEMENT IN REGARD TO ALL PURCHASES MADE UNTIL SUCH TIME AS SELLER SHALL RECEIVE FROM BUYER WRITTEN NOTICE OF REVOCATION AND/OR CHANGE IN STATUS. IN ORDER TO BE EFFECTIVE, SUCH NOTICE MUST BE MAILED BY CERTIFIED OR REGISTERED FIRST CLASS MAIL TO CRETE CRUSH, LLC AT PO BOX 1270, ORANGEVALE, CA 95662. NOTICE OF REVOCATION AND/OR CHANGE IN STATUS SHALL NOT IN ANY WAY RELIEVE BUYER FROM LIABILITY FOR OBLIGATION OR INDEBTEDNESS INCURRED PRIOR TO THE ACTUAL RECEIPT BY SELLER OF SUCH NOTICE SENT IN THE PRESCRIBED MANNER. RECEIPT BY SELLER OF A CHECK OR CHECKS SHOWING A DIFFERENT NAME THAN THE NAME ON THE ACCOUNT SHALL NOT CONSTITUTE WRITTEN NOTICE OF A CHANGE IN STATUS.
- 9) THIS CREDIT APPLICATION AND AGREEMENT IS SUBMITTED BY BUYER TO SELLER AT SELLERS PLACE OF BUSINESS IN RANCHO CORDOVA, CALIFORNIA AND SHALL BE DEEMED TO HAVE BEEN ENTERED IN RANCHO CORDOVA, CALIFORNIA. ALL PAYMENTS BY BUYER SHALL BE MADE TO SELLER AT ITS PLACE OF BUSINESS IN RANCHO CORDOVA, CALIFORNIA.
- 10) SELLER, AND ANY CREDIT BUREAU OR OTHER INVESTIGATIVE AGENCY EMPLOYED BY SELLER IS AUTHORIZED TO INVESTIGATE ANY REFERENCE OR INFORMATION HEREIN LISTED OR STATEMENTS OR OTHER DATA OBTAINED FROM BUYER OR ANY OTHER PERSON PERTAINING TO THE BUYER'S CREDIT AND FINANCIAL RESPONSIBILITY.
- 11) SELLER RESERVES THE RIGHT TO APPROVE OR REFUSE CREDIT ON ANY INDIVIDUAL SALES OR PROJECT BASIS AT SELLER'S DISCRETION.
- 12) THE PERSON FILLING OUT THIS APPLICATION WARRANTS AND DECLARES UNDER PENALTY OF PERJURY THAT INFORMATION PROVIDED THEREON BY APPLICANT IS TRUE AND CORRECT AND THAT THE PERSON SIGNING THIS APPLICATION IS AUTHORIZED TO DO SO ON BEHALF OF APPLICANT.

SIGNATURE OF APPLICANT

PRINTED NAME OF PERSON SIGNING APPLICATION

TITLE OF PERSON SIGNING

DATE