



KELTERITE CORPORATION

Contractors State License #944160 A/B

12231 PANGBORN AVE, DOWNEY, CA 90241

Phone (562) 401-0011 Dispatch (562) 401-0039 Fax (562) 401-1012
ASPHALT and BASE MATERIALS ASPHALT and CONCRETE DUMP

CREDIT APPLICATION & AGREEMENT

See Terms and Conditions

| | | | | | |
|--|--|--|--|---------------------------------------|--|
| _____ Company Name (Common Name or DBA) | | _____ Phone Number | | _____ Fax Number | |
| _____ Legal Company Name | | _____ Fed Tax ID Number or SS Number if Sole Proprietor | | | |
| _____ Street Address | | _____ City | | _____ State Zip | |
| _____ Mailing Address (If different from above) | | _____ City | | _____ State Zip | |
| _____ State ID Number (Corporate, LLC, Partnership, etc.) | | _____ Contractors License Number | | _____ Date Established | |
| <input type="checkbox"/> Corporation | | <input type="checkbox"/> Partnership | | <input type="checkbox"/> LLC | |
| | | <input type="checkbox"/> Sole Proprietorship | | <input type="checkbox"/> Other: _____ | |

Amount of Credit Line Requested: \$ _____ E-Mail Address _____

Owners, Partners, or Officers

| | | | |
|---------------|----------------------------------|------------------------|---------------------------------|
| _____ Name | _____ Home Address, City, Zip | _____ Company Title | _____ CA Drivers License No. |
| _____ Name | _____ Home Address, City, Zip | _____ Company Title | _____ CA Drivers License No. |
| _____ Name | _____ Home Address, City, Zip | _____ Company Title | _____ CA Drivers License No. |

Trade References

| | | | |
|---------------|-------------------------|-----------------------|---------------------|
| 1) | | | |
| _____ Name | _____ Account Number | _____ Phone Number | _____ Fax Number |
| 2) | | | |
| _____ Name | _____ Account Number | _____ Phone Number | _____ Fax Number |
| 3) | | | |
| _____ Name | _____ Account Number | _____ Phone Number | _____ Fax Number |

Bank Reference

| | | | |
|---------------|-------------------------|-----------------------|---------------------|
| _____ Name | _____ Account Number | _____ Phone Number | _____ Fax Number |
|---------------|-------------------------|-----------------------|---------------------|

Bonding Company

| | | | |
|---------------|-----------------------------|-----------------------|-----------------------|
| _____ Name | _____ Address, City, Zip | _____ Contact Name | _____ Phone Number |
|---------------|-----------------------------|-----------------------|-----------------------|

Have you, your partners, or officers ever filed bankruptcy? _____ If yes, please explain: _____

Accepted terms of sale are: Terms and Conditions apply - see page 2.
Payment due on the 10th of the month for all purchases made in the previous month.

I certify that all statements in this application are true and correct and made for the purpose of obtaining credit from Kelterite Corporation. I authorize Kelterite Corporation to investigate the references herein listed, statements, and all data provided by me pertaining to my credit and financial responsibility

| | | | |
|--------------------------|---------------------|----------------|-------|
| _____ Company Name | | _____ Date | |
| _____ By Signature | _____ Print Name | _____ Title | _____ |

The undersigned (The Guarantors) personally and individually, jointly, and severally, unconditionally guarantee and promise to pay the Company, on demand, any and all present and future indebtedness, obligations and liabilities of the Customer and a separate action may be brought against any one or more of the Guarantors whether or not action is brought against any other Guarantors or against the Customer. Guarantors waive: (a) any right to have the Company proceed against the Customer or any security held from the Customer, (b) notice or the existence, creation or incurring of new or additional indebtedness, obligations, or liabilities of the customer to the Company; and (c) the benefits of any statutory provision limiting the liability of a surety.

| | |
|---------------------------------|---------------------------------|
| _____ Signature | _____ Signature |
| _____ Print Name | _____ Print Name |
| _____ Social Security Number | _____ Social Security Number |

CREDIT AGREEMENT TERMS AND CONDITIONS

The following terms and conditions shall govern all sales of goods between Seller and Buyer. The terms "goods", "materials" and "products are used interchangeably. This application for the extension of credit and agreement (hereinafter "Agreement") is made on the date stated on the page 1 hereof and the information provided herein is given by the undersigned credit applicant, hereinafter referred to as "Buyer", in order to induce **Kelterite Corporation** hereinafter referred to as "Seller", to open a credit account. In consideration of Seller reviewing this information, making credit inquiries and/or opening such a credit account, and other good and valuable consideration, the receipt of which is hereby acknowledged, "Applicant or Buyer" hereby agrees as follows:

- Acceptance of Terms and Conditions:** All transactions between Buyer and Seller are governed by the following Terms and Conditions of Sale notwithstanding any provisions submitted by Buyer. Acceptance of orders from Buyer is expressly conditioned on Buyer's assent to Seller's Terms and Conditions. Seller specifically rejects any different or additional terms and conditions and neither Seller's performance nor receipt of payment shall constitute any acceptance of them.
- Equal Credit Opportunity Act Notice:** The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the Applicant has the capacity to enter into a binding contract); because all or part of the Applicant's income derives from any public assistance program, or because the Applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law is the Federal Trade Commission, Equal Credit Opportunity, Washington C.C. 20580. If **Kelterite Corporation** denies this application for business credit, Applicant has the right to a written statement of the specific reason for the denial. Applicant can obtain the settlement by sending a request to **Kelterite Corporation**, 12231 Pangborn Ave., Downey, CA 90241 within (60) days from the date Applicant is notified of **Kelterite Corporation's** decision. **Kelterite Corporation** will send Applicant a written statement of the reasons for the denial within thirty (30) days of receiving Applicant's written request for the statement.
- Credit Account:** If Seller opens a credit account for Buyer, Buyer hereby agrees that all sales are F.O.B. Seller's plant site. Buyer's purchases shall be due by the tenth of the month following the date of purchase, unless explicitly otherwise provided in a separate written contract between the parties. Buyer hereby agrees to pay interest on all sums remaining unpaid after the due date at the maximum rate an individual is permitted by law to charge, until paid. Amounts not paid when due shall be subject to a late payment charge of 2% per month in addition to the interest assessed pursuant to the foregoing. In the event the Buyer's account is past due, or if Seller reasonably believes Buyer's ability to perform any of the obligations to Seller has become impaired, Buyer hereby agrees that Seller may, in Seller's sole and absolute discretion, suspend all sales to Buyer, and/or close Buyer's credit account, and in either event declare the entire balance on Buyer's credit account due and payable, without prior notice or demand. Buyer hereby waives any and all claims, causes of action and damage arising from any such actions of Seller. Buyer hereby authorizes and consents to Seller applying all payments and credits as follows: first to cost of collection, if any; next to interest accrued; and finally to such unpaid invoice amounts as Seller shall, in its sole discretion, determine. The remedies of Seller described herein are not exclusive.
- Financial Status:** Buyer hereby agrees to provide Seller with a current financial statement, including Balance Sheet, Income Statement and Statement of Profit or Loss. Any change in Buyer's form of business organization shall not be effective between the parties without Seller's written acceptance thereof. Buyer will notify **Kelterite Corporation** by certified mail within (48) hours after any change in Buyer's financial or ownership status occurs. Including the formation of Buyer as a corporation, limited liability company or other legal entity at any time subsequent to the date of the Credit Application.
- Price Changes:** Price, delivery terms, terms of payment, and minimum shipment are subject to change without notice.
- Binder Mix:** Seller does not, under any circumstances, guarantee the result of any binder, additives, admixture, mix or compaction.
- Added Ingredients:** If at any time water, color or other natural is added to the asphalt or products by the Buyer or his agent or at his request, under no circumstances shall Seller be responsible or liable for the temperature, compaction, or strength of the product so treated.
- Inspection and Testing of Materials:** This Agreement, including any Proposal or Purchase Order, does not include any engineering costs for services which may be requested by the Buyer, except such services as may be rendered by our own engineer.
- Cancellation:** At any time prior to shipment Seller may alter or suspend credit, refuse shipment, or cancel unfilled orders whenever in Seller's opinions the financial condition of the Buyer, or the status of Buyer's account, warrants it, or if the Buyer delays delivery. Buyer may cancel his order at any time upon payment in full of all expenses incurred by Seller.
- Sales or Use Tax:** Buyer shall pay any applicable national, state or local sales or use taxes upon, or measured by, the production, sale, transportation, delivery or use of the goods sold.
- Equipment:** Any and all equipment leased to Buyer is leased "As Is" without any warranties, guarantees, promises or representations, express or implied, including without limiting the generality of the foregoing, warranties of merchantability and/or fitness for any purpose. Buyer hereby releases Seller from all liability for any loss or damage to Buyer for Buyer's property caused by the negligence of Seller or otherwise. In no event shall Seller be liable for loss of use, loss of profit or other incidental or consequential damages. Buyer's taking possession of the equipment shall be deemed Buyer's acceptance of the conditions thereof and Buyer's acknowledgement that the equipment and the condition hereof are satisfactory for Buyer's intended use of the equipment. Any and all equipment operators and/or laborers leased by Buyer from Seller will perform all work at the specific direction and under the exclusive possession, use, supervision, direction and control of the equipment, and Buyer hereby assumes sole and complete responsibility for the operation of the equipment, including assurance that the equipment is operated in a safe and workmanlike manner, and that the equipment is properly serviced and maintained. Buyer shall be responsible for assuring that the equipment is not operated in violation of any law or regulation. Buyer hereby authorizes any employee of Buyer to execute on behalf of Buyer any and all equipment rental agreements with Seller for the express purpose of binding Buyer with respect to the same.
- Delivery:** Buyer is to give Seller shipping instructions within a reasonable time before shipments are to be made. Materials are sold for any specific job upon representation that they are purchased for use in the work represented by the Buyer. If the materials are used for any other work, or resold for use in any work, or disposed of for any other purpose, Seller shall incur no liability and Seller may terminate this agreement. Any claims for delays encountered on the job by Buyer that may be caused by the Seller's delay in deliveries will not be allowed, as all deliveries by the Seller are made to the best of its ability and dispatch. Seller agrees to make truck delivery as requested by Buyer, and then only to point accessible to Seller's truck. If materials are required to be dumped on street, Buyer must first secure permit to do so, in the event Buyer orders delivery beyond curb line, Seller will not assume liability for damage to sidewalks, driveways or other property, and Buyer hereby agrees to indemnify and hold Seller harmless against all liability, loss and expense including reasonable attorney's fees incurred as a result of such delivery, including damage to Seller's equipment and loss of time. Should Buyer decide to remove any delivered product, Buyer shall first notify Seller and give Seller a reasonable opportunity to investigate and test the in-place product before being removed by Buyer. Buyer's exceptions and claims shall be deemed waived unless Buyer submits to Seller a fully documented statement of claim and exceptions and presented to Seller within three (3) business days after receipt of materials. When so made, Seller shall be given a reasonable opportunity to investigate and test same. Seller's liability under this agreement shall in no event exceed the purchase price of the material against which claim is made. The Buyer agrees to provide suitable roadways or approaches to points of delivery when materials are to be delivered by trucks in places other than paved streets, if such suitable roadways or approaches are not provided, Seller reserves the right to stop deliveries until this condition is remedied. Materials shall be unloaded by Buyer within 30 minutes after arrival of Seller's trucks and are not to be delayed so as to affect the quality of the product, including the temperature of the materials being delivered. Seller shall charge demurrage (Standing Time) per hour or fraction thereof at the posted rate for unloading time in excess of the 30 minute time allotment. Seller shall post the current demurrage rate onsite. A fee for returned product will be assessed per load unless the cause of the return or disposal is the Seller's fault. Seller reserves the right to refuse to make delivery in any instance where Seller believes delivery unsafe or impracticable or by reason of any strike, lockout boycott or picketing or other labor disputes whether existing or threatened.
- Integration:** This Agreement, and any other documents prepared by **Kelterite Corporation** for Buyer in connection with Buyer's credit purchases of materials, including, without limitation, material quotes, bills of lading, delivery tickets, invoice and statement, contain the entire understanding between parties concerning the subject matter hereof, and there are no other agreements or understandings except as set forth herein.
- Goods for Business Purposes:** Buyer represents that all goods purchased from **Kelterite Corporation** are for business or commercial purposes and are not intended for personal, family, agricultural or household use.
- Fees for Collection:** Buyer agrees to pay any and all costs and expense, including attorney's fees, incurred by **Kelterite Corporation** in collection from Buyer any past due amounts.
- Binding Agreement:** This Agreement shall be binding upon the heirs, personal representatives and assigns of the parties. Signators represent that they have the authority to sign this Agreement. Declared under the penalty of perjury under the laws of the United States, that the foregoing is true and correct.
- Attorney's Fees:** Should any proceeding, whether legal, equitable or otherwise, be commenced between the parties to this agreement, concerning this agreement and the rights and duties of the parties in relation thereto, the party prevailing in such proceeding shall be entitled to its reasonable attorney's fees and costs in addition to other such relief as may be granted.
- Representations and Warranties:** EXCEPT FOR THE EXPRESS WARRANTIES STATED HEREIN, SELLER MAKES NO WARRANTIES CONCERNING THE PRODUCT AND DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- Limitation on Liability:** EXCEPT FOR SELLER'S LIABILITY AS EXPRESSLY WARRANTED HEREIN, SELLER'S LIABILITY TO BUYER, WHETHER BASED ON CONTRACT, TORT, WARRANTY, OR ANY OTHER THEORY, SHALL NOT EXCEED THE PRICE FOR THE INDIVIDUAL PRODUCT WHOSE DEFECT OR DAMAGE IS THE BASIS OF THE CLAIM. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY LOSS OR PROFITS, COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS OR OTHER INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- Severability:** Any provisions of this Agreement found to be illegal, invalid or unenforceable will be construed and enforced, to the extent practicable and lawful, so as not to be illegal, invalid or unenforceable, will be modified by a judge or arbitrator to reflect the intent of the parties, or else will be deemed severable from the remainder of this Agreement. The remaining provisions of this Agreement will remain in effect and be enforceable in accordance with their terms.
- In the event of arbitration or litigation, the venue shall be located in the Downey or Norwalk, CA Court.

COMPANY NAME

SIGNATURE

PRINT NAME and TITLE

DATE SIGNED



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CREDIT APPLICATION & AGREEMENT

In the interests of obtaining credit with Kelterite Corporation, please release credit and banking information to them regarding our company (Buyer/Applicant).

Name of Buyer (Applicant's) Company: _____

Name of Bank or Trade Reference: _____

Address/City/ State/ Zip _____

Account Number: _____

Contact Person: _____

Contact Phone Number: _____

[Applicant to complete only the area within the box below]

Both Buyer and Guarantor(s) give their unconditional consent to have both their commercial and their non-business, personal consumer credit report and history search obtained and used by Seller in connection with this application for credit.

Buyer (Applicant): _____

Signature of Authorized Agent of Application: _____

_____ Date

Print name of person signing for company: _____

_____ Title

Guarantor Signature: _____

_____ Date

Print name of person signing guaranty: _____

Guarantor Signature: _____

_____ Date

Print name of person signing guaranty: _____

This form can be reproduced for additional credit inquiries.



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Downey, CA 90241

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ASPHALT and BASE MATERIALS ASPHALT and CONCRETE DUMP

CREDIT CARD USE AUTHORIZATION FORM

Type of Credit Card: Visa Mastercard Discover American Express

Credit Card Number: _____ Expiration Date: _____

Security Number: _____ CVV, V-CODE (3 digits on back of Mastercard & Visa; 4 digits on front of American Express)

Exact Name on Card: _____

Billing Address for Card:

Name of Cardholder Company or Individual: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number: _____

I acknowledge that a 4% charge will be added.

I authorize the use of my credit card for the purchase of asphalt or other materials from **KELTERITE CORPORATION.**

Check one box: Please keep my credit card information on file for future use.

This is a one time authorization for the amount of \$_____

Signer's Printed Name _____

Signature _____

Date _____

A legible copy of the credit card, front and back (showing the signature) is requested.