

APPLICATION FOR CREDIT

NAME OF COMPANY OR INDIVIDUAL _____ PHONE _____

ADDRESS _____ FAX _____

CITY _____ STATE _____ ZIP _____ YRS AT THIS ADDRESS _____ E-MAIL: _____

The following information must be provided. It will be held in the strictest confidence.

____ Corporation ____ Check here if incorporated within the past 12 months ____ Partnership ____ Individual

1. _____
NAME(S) OF PRINCIPAL(S) COMPLETE ADDRESS ZIP PHONE

2. _____

3. _____

BANK _____ BANK ADDRESS _____

BANK OFFICER OR DEPARTMENT _____ PHONE _____ ACCOUNT NUMBER _____

CREDIT REFERENCES

Must have at least 3 credit references, or at least 4 references if Guaranty is not signed.

1. _____
BUSINESS NAME ADDRESS PHONE _____ Email _____ ACCT # _____

2. _____
BUSINESS NAME ADDRESS PHONE _____ Email _____ ACCT # _____

3. _____
BUSINESS NAME ADDRESS PHONE _____ Email _____ ACCT # _____

4. _____
BUSINESS NAME ADDRESS PHONE _____ Email _____ ACCT # _____

____ Check here if cash sales are okay until credit is approved.

We certify that all the information on this form is correct. We fully understand your credit terms and agree to the proper payment in consideration of extended credit.

Signed _____ Date _____

Title _____

Please do not write in the space below

REFERENCES CHECKED BY _____

CREDIT APPROVED BY _____

DATE _____

CREDIT REFUSED BY _____

OUR NORMAL CREDIT TERMS: NET 30 DAYS



555 Sens Road
P.O. Box 1425
La Porte, Texas 77572-1425
(281) 470-8645
gsm@wt.net
<http://www.gulfstatesmaterials.com>

SALES CONTRACT FOR OPEN ACCOUNT

Purchaser and **Gulf States Materials, Inc. (GSM)** agree to the following terms regarding all purchases from **GSM** by **Purchaser** on open account:

All indebtedness and/or money due **GSM** arising by reason of sales of goods, merchandise or services on open account, whether constituting a joint or several direct or indirect, primary or secondary liability of **Purchaser** to **GSM** shall be due and payable, unless otherwise specified in writing, in current funds of the United States of America, to the offices of **GSM** at La Porte, Harris County, Texas, within **30 Days** following the date of the shipping of goods or merchandise and/or date services were performed. **GSM** shall have the right to charge, collect and receive interest, at the highest rate permitted by law, upon any past due and unpaid account, and in the event the indebtedness is or the account(s) shall be placed in the hands of an attorney for collection, **GSM** shall receive from **Purchaser** reimbursement for all costs incurred in collection of said indebtedness including reasonable attorneys fees. Payments on account by **Purchaser** shall be applied to the oldest unpaid items of account in order of original date. If at any time the financial responsibility of the **Purchaser** becomes impaired or if **Purchaser** is late in making any payment to **GSM**, **GSM** shall have the right to require payments in advance or other satisfactory security or guaranty that invoices will be paid promptly when due. **GSM** shall also have the right to obtain and retain such information as is contained in the files of retail and commercial reporting agencies on the **Purchaser** and/or any signer or guarantor of the Sales Contract for the purpose of determining the initial and continuing financial responsibility of the **Purchaser**, its proprietor(s), partners, officers, and/or agents as it pertains to the continuance of the Sales Contract and the expectancy of prompt payment of all indebtedness and/or money due **GSM**.

The **Purchaser** shall have the right to have an inspector at **GSM's** plant at the time(s) materials shall be loaded. A signed receipt(s) of delivery shall constitute full and final agreement as to quality and quantity of material delivered. All processing, manufacturing, severance, and/or sales taxes shall be added to invoices and paid by the **Purchaser**, unless otherwise provided by law.

At such time as **Purchaser** decides to purchase goods or materials, **GSM** will send or deliver to **Purchaser** a **Quotation and Sales Contract** establishing price and any further terms. When both parties have signed the **Quotation and Sales Contract** and same has been returned to **GSM**, **GSM** will sell and **Purchaser** will purchase goods on the terms described therein and in this **Sales Contract**. Any subsequent increases or decreases in transportation charges shall increase or decrease the amount of transportation charges to be paid by **Purchaser**, accordingly, and shall not effect the allowance for transportation charges provided for by any **Quotation and/or Sales Contract**.

All Sales Contracts are subject to acceptance by **GSM's** Home Office and to the approval of its Credit Department. This is signified by signature of an officer of **GSM** on this Sales Contract.

SALES CONTRACT FOR OPEN ACCOUNT

Page 2

As used herein, "indebtedness" means and includes every claim, demand, right, and/or cause of action of every kind or character and all extensions and renewals thereof, arising by reason of sales of goods, merchandise, and/or services on open account, whether constituting a joint or several, direct or indirect, primary or secondary liability of **Purchaser** to **GSM**. "**Purchaser**" means and includes each entity named as having accepted this Sales Contract, whether it is corporate or private individual and/or administrators. All obligations of the **Purchaser** under this Sales Contract are to be performed at **GSM's** offices in La Porte, Harris County, Texas.

This Sales Contract shall continue until such time as either **Purchaser** or **GSM** shall give written notice by actual delivery to the other, provided that such notice shall not be effective as the termination of any indebtedness then owing **GSM** by **Purchaser** under the Sales Contract, but that this Sales Contract shall continue as to any such indebtedness until the same is fully paid, discharged and satisfied. On termination, **GSM** shall have the right to delay or discontinue shipment of any materials previously contracted for delivery, until such time as any further written agreement is established for the furnishing of said material. All sales shall be at the price contained in the last written **Quotation** signed by **GSM** and delivered to **Purchaser**.

GSM DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION OF THE FACE OF THIS DISCLAIMER. GSM DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OF THE GOODS OR OF THE FITNESS OF THE GOODS FOR ANY PARTICULAR PURPOSE, AND PURCHASER AGREES THAT THE GOODS ARE SOLD "AS IS."

This Sales Contract constitutes the entire understanding between **GSM** and **Purchaser**. None of the terms of this Sales Contract can be waived or modified except by an express agreement in writing signed by **GSM** and the **Purchaser**. No oral understandings, statements, promises, representations, covenants or undertakings other than those contained in this Sales Contract exist. By signing this Sales Contract you agree that you are not relying on **GSM's** advice or representations. You agree that **GSM** is not bound by any representation, promise, condition, inducement, or warranty, express or implied, that is not included within this Sales Contract.

ACCEPTED AND AGREED TO BY PURCHASER

**APPROVED, ACCEPTED, AND EXECUTED IN
LAPORTE, TEXAS**

Company Name

GULF STATES MATERIALS, INC.

Signature

By _____

Print Name

Date _____

Title

Date



555 Sens Road
P.O. Box 1425
La Porte, Texas 77572-1425
(281) 470-8645
gsm@wt.net
<http://www.gulfstatesmaterials.com>

GUARANTY

FOR VALUE RECEIVED, and in consideration of the credit heretofore and hereafter extended to _____ (**DEBTOR**) by **GULF STATES MATERIALS, INC. (GSM)** – including its corporate subsidiaries, its corporate successors, and in the event it assigns all or any part of the **DEBTOR’S** indebtedness, then so far as the assigned portion thereof, its assigns), the undersigned, whether one or more, jointly, severally, and unconditionally as primary obligors, guarantee the full and punctual payment when due of all indebtedness now owing by **DEBTOR** to **GSM**; and the undersigned further agree that such guarantee is a continuing guaranty of all indebtedness of **DEBTOR** to **GSM** hereafter incurred during the existence hereof, and that it shall be conclusively presumed that all extension of credit and financial accommodations by **GSM** to **DEBTOR** made concurrently herewith or hereafter were made in reliance upon this Guaranty Agreement.

The undersigned waive notice of **GSM’S** acceptance hereof, of the accrual, renewal, and extension of **DEBTOR’S** indebtedness, of **DEBTOR’S** default and of the accrual of the undersigned’s liability hereunder, as well as grace, notice, presentment for payment and protest as to any of the indebtedness. Undersigned’s liability hereunder shall not be impaired, reduced, or affected by the taking of any other guaranty or security for the indebtedness, or by the release, surrender, subordination, or loss of any such other guaranty or security, or by **GSM’S** failure, refusal, or neglect to collect the indebtedness from **DEBTOR**, or to enforce or preserve any other security or guaranty or by the release by **GSM** of any of the undersigned or the termination hereof by any of them, or by the death, insolvency, bankruptcy, disability or lack of capacity of **DEBTOR** or any of the undersigned, whether now existing or hereafter occurring. In the event **GSM** enforces this Guaranty by suit, or by claim in the probate or bankruptcy courts, undersigned agree to pay to **GSM** reasonable attorney’s fees, as well as all costs incurred by **GSM** in connection with such enforcement.

As used herein, “indebtedness” means and includes every claim, demand, right, and/or cause of action of every kind or character and all extensions and renewals thereof, whether arising by reason of sales of goods, merchandise or services on open account, promissory notes, interest, express or implied contracts, or tort, or any other matter, or whether constituting a joint or several, direct or indirect, primary or secondary liability of **DEBTOR** to **GSM**. “Undersigned” means and includes every person executing this Guaranty, his heirs, successors, executors and administrators. All obligations of the undersigned under this Guaranty are to be performed at the offices of **GULF STATES MATERIALS, INC.** in La Porte, Harris County, Texas.

This Guaranty shall continue until such time as the undersigned give written notice of termination by actual delivery to **GSM**, provided that such notice shall not be effective as to any indebtedness then owing to **GSM** by **DEBTOR**, but that this Guaranty shall continue as to any such indebtedness until the same is fully paid, discharged and satisfied.

EXECUTED EFFECTIVE THIS _____ day of _____, 20_____.

Guarantor

Guarantor

Print Name

Print Name

Address

Address

City, State, Zip Code

City, State, Zip Code