

CREDIT AGREEMENT

PLEASE MAIL ORIGINAL TO:

HEARD COUNTY CONCRETE CO., INC.
RANDOLPH COUNTY CONCRETE CO., INC.
99 WEST FERRY ROAD
FRANKLIN, GA 30217
FAX: (770) 854-7483

CUSTOMER NAME: _____

PHYSICAL ADDRESS: _____

BILLING ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____ COUNTY: _____

BUSINESS PHONE: (____) _____ BUSINESS FAX: (____) _____

PO's REQUIRED? _____ CONTACT PERSON IN ACCOUNTS PAYABLE: _____

TAX EXEMPT # _____ A CERTIFICATE OF EXEMPTION FORM MUST BE ON
FILE BEFORE PROCESSING YOUR ORDER.

TYPE OF BUSINESS: _____

YEARS IN BUSINESS: _____ FEI# _____ OR, IF SOLE PROPRIETOR, SS# _____

IF CORPORATION, NAME OF PRINCIPLE SHAREHOLDER: _____

PHONE NUMBER: (____) _____

IF PARTNERSHIP, NAME(S) OF GENERAL PARTNER(S): _____

PHONE NUMBER: (____) _____

IS YOUR COMPANY A DIVISION, SUBSIDIARY OR AFFILIATE OF ANY OTHER COMPANY: _____

IF YES, GIVE THE PARENT COMPANY NAME, ADDRESS, AND OFFICER TO CONTACT: _____

CREDIT REFERENCES

BANK REFERENCE

BANK REFERENCE/PRIMARY BANKING INSTITUTE: NAME _____

ADDRESS: _____

PERSON TO CONTACT: _____ PHONE#: _____

CHECKING ACCOUNT #: _____ LOAN ACCOUNT #: _____

TRADE REFERENCES:

NAME: _____ PHONE#: _____ FAX: _____

ADDRESS: _____

NAME: _____ PHONE#: _____ FAX: _____

ADDRESS: _____

NAME: _____ PHONE#: _____ FAX: _____

ADDRESS: _____

BY EXECUTION OF THIS AGREEMENT, CUSTOMER AND ANY GUARANTOR AGREE TO THE FOLLOWING: (1) TO PAY ALL INVOICES IN STRICT ACCORDANCE WITH THE TERMS STATED THEREON. **UNLESS OTHERWISE PROVIDED, TERMS OF PAYMENT SHALL BE NET 30 FOR ALL PRODUCTS.** (2) TO PAY A FINANCE CHARGE EQUAL TO ONE AND ONE-HALF PERCENT (1.5%) PER MONTH ON ANY PAST DUE BALANCE OR ALTERNATIVELY, THE HIGHEST AMOUNT ALLOWED BY APPLICABLE STATE OR FEDERAL LAW. MINIMUM MONTHLY FINANCE CHARGE WILL BE \$10.00. (3) TO PAY A SERVICE CHARGE OF \$30.00 ON ANY RETURNED CHECK OR OTHER ITEM. (4) CUSTOMER AGREES TO PAY ALL SERVICE CHARGES INCLUDING TRUCK TIME, MINIMUM LOAD CHARGES, AND ANY TOWING CHARGES THAT MAY APPLY. (5) THAT THE EXTENSION OF CREDIT OR THE TERMS THEREOF MAY BE WITHDRAWN OR CHANGED BY HEARD COUNTY CONCRETE CO., INC. OR RANDOLPH COUNTY CONCRETE CO., INC., IN ITS SOLE DISCRETION. (6) THAT IN THE EVENT CUSTOMER'S ACCOUNT IS PLACED IN COLLECTION, CUSTOMER WILL PAY ALL COSTS OF COLLECTION ALLOWED BY LAW INCLUDING REASONABLE ATTORNEY'S FEES. (7) THAT CUSTOMER WAIVES ANY RIGHTS TO EXEMPTION UNDER THE CONSTITUTION OF THE STATE OF GEORGIA OR ANY OTHER STATE BANK OR CREDIT REFERENCES SHOWN HEREIN FOR PURPOSE OF OBTAINING CREDIT INFORMATION AND TO ASSIST IN THE INVESTIGATION OF CUSTOMER'S CREDIT.

CUSTOMER AUTHORIZES ANY BANK, COMMERCIAL BUSINESS OR OTHER PERSON WITH WHOM CUSTOMER HAS DEALT TO GIVE ANY AND ALL INFORMATION NECESSARY TO HEARD COUNTY CONCRETE AND/OR RANDOLPH COUNTY CONCRETE IN ITS CREDIT INVESTIGATION.

COMPANY NAME

PRINT NAME (OWNER OR OFFICER ONLY)

SIGNATURE

TITLE

DATE

Notary Public