QUIKRETE®
What America's Made Of®

Credit Application

This Application is made for the extension of credit by any affiliate or subsidiary of QUIKRETE® Holdings, Inc. (Hereinafter jointly identified as "Creditor")

Date: _____

Legal Company Name: _____

DBA or Trade Name: _____

Billing Full Address: _____

Physical Full Address: _____

Office Phone Number: _____ Fax Number: _____

Billing Email: _____

Mobile/Cell Phone Number: _____ Purchase Order Required? ☐ Yes ☐ No

Sales Tax Exemption#: _____ *(Please attach signed Certificate(s) of Exemption, if applicable)*

PRINCIPAL OWNERS, STOCKHOLDERS, AND/OR DIRECTORS

Name: _____ Name: _____

Social Security Number _____ Social Security Number: _____

Home Address: _____ Home Address: _____

City/State/Zip: _____ City/State/Zip: _____

Phone: _____ Phone: _____

TRADE REFERENCES

1. Bank: _____ Address: _____ Email: _____
2. Vendor: _____ Address: _____ Email: _____
3. Vendor: _____ Address: _____ Email: _____
4. Vendor: _____ Address: _____ Email: _____

The undersigned agrees that if this application is accepted, all purchases made shall be due and payable within 30 days of invoice date. Permission is granted to obtain a consumer and/or commercial credit reports on the business and/or the owner(s)of the business from time to time,and to obtain credit and funding in formation from any source,as deemed necessary by Creditor. The applicant and the undersigned principal owner, stockholders, and directors agree to be personally liable, jointly and severely, for the prompt payment of the amount, and in the event, expenses are incurred in the collection of the account because of failure to pay when due, the undersigned agrees to pay such expenses including reasonable attorney's fee. Invoices over 30 days outstanding are subject to finance charges.

Owner/Officer Signature: _____

Printed Name of Signatory: _____

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Contech Master Credit Application
Terms and Conditions

Acceptance

The Contech Master Credit Application Terms and Conditions ("T&C") and the Contech Conditions of Sale ("COS") shall constitute the entire agreement on sale and purchase of product thereon. Applicant agrees that all of the T&C and COS shall at ALL TIMES bind both Contech and Applicant on ALL business transactions. No Applicant purchase order (verbal or written), Applicant purchase order terms and conditions, materials contract, or other Applicant documents shall be binding upon Contech. Applicant agrees that no verbal agreements between Contech and Applicant that are contrary to this written agreement are binding or otherwise enforceable.

Consent to Obtain Credit Report

Applicant hereby authorizes Contech to obtain a consumer and/or commercial credit reports on the business and/or the owner(s) of the business. Applicant authorizes Contech from time to time to obtain consumer and/or commercial credit reports on Applicant or any principals thereof or to obtain credit and funding information from any source deemed necessary by Contech.

Change of Ownership

Applicant understands and agrees to notify Contech in writing of any changes in ownership, name or structure of business under which credit is established. This notification shall occur prior to or within 48 hours after such change becomes effective.

Rights to Set-Off

Contech reserves the right to set-off monies due to Applicant. Such set-offs may include (but are not limited to) charges for freight, late fees, service charges, collection cost and unauthorized short payments made by Applicant on prior invoices. Contech does not and will not accept the withholding of any retainage for or from any job/project and/or any balance outstanding. As such, you agree not to withhold any retainage on any Contech invoice and you agree to pay each invoice within the stated terms, without set-off or deduction.

Escheatment

Contech may impose an inactivity fee of $25.00 per month against any Applicant with a credit balance presumed abandoned by Applicant. An account is deemed abandoned if there is no activity for one (1) year.

Security Interest

Applicant hereby grants to Contech a security interest in all goods, equipment, inventory or other personal property purchased by Applicant from Contech, along with any products, receivables or proceeds of such property, and further authorizes Contech to execute and file on behalf of Contech any necessary UCC-1 financing, continuation statements or other documents as Contech deems necessary to perfect its security interest and/or its assignee's security interest in any products purchased by Applicant. Contech reserves the right to file a UCC-1 and give notices required to obtain a purchase money security interest in the products purchased by Applicant.

Financial Statements

Applicant shall provide to Contech its current quarterly and annual financial statements in form and substance satisfactory to Contech and any additional documents requested by Contech which are reasonably necessary to evaluate Applicant's financial condition. The undersigned represents to Contech that, unless otherwise noted clearly on the face thereof, such financial statements are complete and accurate.

Payment Terms and Other Charges

Payment terms for open account credit sales are ½% 10, Net 30 days from invoice date. Contech reserves the right to require advance deposits on selected NONSTANDARD product orders of 1/3 at order acceptance (which must be paid prior to manufacturing) with the balance paid on ½% 10, Net

30 day terms, from invoice date. All past due invoices are subject to service charge fees equal to 1.5% per month or the maximum amount permitted by law, along with attorney and/or other collection fees and expenses. Applicant agrees that they remain liable for all unpaid amounts due to Contech. Applicant agrees that Contech has the right to determine, in its sole discretion, how to apply payments and which invoices to pay with all payments received on this account, regardless of any detail provided by Applicant on a payment remittance advice. Applicant agrees that Contech will charge a 3% convenience fee for ALL credit card payments made by Applicant.

Product Returns

Applicant is not entitled to the return of standard, in-stock product or special / non-standard product without prior written consent by Contech. If Contech consents to return of said product, it will do so for credit only (i.e. no cash refunds) and only if, in its sole discretion, it finds the product to be in new and resalable condition. Such credit shall be for the invoice price of the returned product less a restocking fee of 25%. If the materials are special or nonstandard in nature or were especially fabricated for the Applicant, a restocking fee of the full selling price will be charged.

Mechanic's Liens and/or Bond Claims

All mechanic's lien, payment bond or similar waivers or restrictive endorsements provided to Applicant by Contech for payment by Applicant, shall be effective only for the total dollar amount of the payment actually received without bankruptcy filing for 91 from date payment clears Applicant bank.

Cost of Enforcement

In event of default, and if applicant account is turned over to a collection agency and/or attorney for collection and/or litigation, Applicant agrees to pay all cost incurred by Contech in collection cost, including, but not limited to, attorney fees which may be hourly or contingent fee (e.g., 1/3 of the total balance due whether or not suit is filed), and/or collection by a collection agency.

Dispute Resolution

Applicant agrees, at Contech's sole discretion, that the parties may resolve any disputes between them arising from these terms and conditions, or their dealings, relationships, and agreements by informal resolution, mediation, or non-binding arbitration in lieu of litigation. This dispute resolution option shall be held, if at all, in Butler County, Ohio.

The person executing (signing) this Master Credit Application acknowledges that they have read and that they fully understand the T&C and COS. Further, they acknowledge that they are duly and **legally authorized** to bind the Applicant and are **authorized by Applicant** to bind the Applicant to the provisions of this document. Applicant certifies that they understand their rights and obligations and acknowledges receipt of a copy of this document, including the T&C and COS, attached hereto and available at www.ContechES.com/COS.

Company Name: _____

Authorized Signature: _____

Title: _____

Print Name: _____

Date: _____

Signers Email Address _____