Sand & Clay

CREDIT APPLICATION

MAILING ADDRESS: PO BOX 1865, Richmond, TX 77406

2141 Preston Street, Richmond, TX 77469 PHONE (832) 449-7600 FAX (832) 832-565-1965

| Please return com | pleted application | ı to | cwilliams@thes | printcom | panies.com |
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| Company Name | Federal I.D. No | | | | | | |
|---|-------------------------------------|--------------------|-----|--|--|--|--|
| Telephone Number | Fax Number | | | | | | |
| Mailing Address | City | St | Zip | | | | |
| Street Address | City | St | Zip | | | | |
| Date business began | A/P Contact | | | | | | |
| Email address for weekly invoices: All customer invoices are emailed weekly. Please prov Does your company require PO's - □ Yes | vide accurate email address to rece | ive invoices and n | | | | | |
| Credit limit requested \$ (Financial Statements required for limits of \$10,000 or more) | | | | | | | |
| Type of Entity: \Box Corporation \Box Partnership \Box Sole Proprietorship \Box Subsidiary of: | | | | | | | |
| The Owners or, If Corporation, The Officers are: | | | | | | | |
| Name | Phone No | | | | | | |
| Title | Email | | | | | | |
| Name | Phone No | | | | | | |
| Title | Email | | | | | | |
| Banking & Material Supplier References: (Need 3 material supplier references in order to process) | | | | | | | |
| Bank Name/Location | Account # | | | | | | |
| Contact Person | Fax Number | | | | | | |
| Company Name | | Fax#/Email | | | | | |
| Company Name | | Fax#/Email | | | | | |
| Company Name | | Fax#/Email | | | | | |

Parties hereby agree that all orders made are subject to the following terms and conditions:

- 1. The undersigned purchaser hereby agrees that they will receive invoices for good and services billed electronically to the email address, stated above, on a weekly basis.
- The undersigned purchaser hereby agrees that any changes in the email address receiving weekly invoices or monthly 2. statements will be reported to Sprint Sand & Clay LLC immediately.

THE ABOVE INFORMATION IS COMPLETE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.



2141 Preston St. Richmond, 1X //469 PHONE (832) 449-7600 FAX (832) 832-565-1965

AGREED PAYMENT TERMS:

I/we, the below signed, do acknowledge and accept the terms of Sprint Sand & Clay, LLC (Sprint) that all invoices are due and payable thirty (30) days from the date of invoice. Check, ACH or Wire are accepted for invoice payment for account customers. Credit card payment will be accepted with a 2.5% credit card fee based on the invoice amount and will be applied and charged with invoice payment. Interest shall be charged on all past due balances at the **rate of 1.5% per month**. I/we are responsible for reasonable attorney's fees plus all court and attendant collection costs in the event that this account becomes delinquent and is turned over to an attorney for collection. It is expressly agreed that all obligations of the parties created herein are performable and shall have venue in Harris County, Texas. The applicant expressly represents that the goods purchased herein are not intended primarily for personal, family, household or agricultural use. Nothing contained in this credit application is or shall be construed or deemed to be a waiver by Sprint of any rights or remedies available to Sprint at law, in equity or otherwise. No failure by Sprint to exercise and no delay by Sprint in exercising any rights or remedies on the part of Sprint shall operate as a waiver on any rights or remedies which Sprint may have in law, in equity or otherwise.

 Agent for Company Signature
 Title
 Company
 Date

PERMISSION TO VERIFY CREDIT WORTHINESS:

Sprint Sand & Clay, LLC is hereby authorized to make any credit inquiries necessary for credit approval. I certify that all the information given is correct and that I have the authority to incur liabilities and enter this agreement in the name of the company. I understand that you will retain this application whether or not it is approved. I also understand that Sprint reserves the right to extend credit to applicants they deem qualified and that unless all information has been provided, this application is not valid.

Agent for Company Signature Title

Company

Date

PERSONAL GUARANTEE AGREEMENT:

In consideration of goods being sold on open account to the above-named firms, I personally guarantee all indebtedness hereunder. I further agree that this guarantee is an absolute, completed and continuing one, and no notice of the indebtedness already or hereafter contracted need be given. The terms may be rearranged, extended and/or renewed without notice to me. I will within five (5) working days from the date of notice that the account is past due, pay the amount due.

Guarantor Signature

Driver's License Number

Guarantor Printed Name

Telephone Number

Social Security Number

Address



RETURNED CHECK POLICY:

In accordance with Sprint Sand & Clay LLC's ("Sprint") Credit Terms, all invoices are due thirty (30) days from date of invoice with interest accruing at 1½ percent per month thereafter. In the event payment is made by check which is thereafter returned to Sprint for any reason ("Default"), a \$35.00 returned check fee will be assessed against Customer's account. Immediate payment on a returned check by Customer must be in the form of a Cashier's Check or money order. Credit card payment will be also be accepted but will include a 2.5% credit card fee calculated based on the return check and returned check fee amount. Sprint reserves the right to place Customer's account on a cash-only basis in the event Sprint deems necessary. Such decision shall be in Sprint's sole discretion.

FIVE (5) DAY CURE:

Notwithstanding the above, Sprint may, but in no event shall be required to, notify Customer of the returned item. In this event, Customer shall have the opportunity to cure the Default in the manner specified above, but in no event less than five (5) days. In the event Customer does not cure its Default, Sprint shall proceed with perfection of its lien/bond rights as allowed by Texas law.

STATUTORY NOTICES and LIEN RIGHTS:

As a supplier of building materials on private and public projects, Sprint is required to provide statutory notices to the project participants including, the subcontractor, general contractor and/or owner/public entity as required by Texas law. These notices are typically required to be given on the 15th day of the month. Whenever reasonably possible, it is the policy of Sprint to gain payment directly from its customer without the need of filing notices as otherwise required by law. To the extent Sprint foregoes the sending of its notice on the 15th in exchange for a Customer's check and it is returned to Sprint for any reason, Sprint may immediately place Customer's account on credit hold which shall suspend all pending deliveries and subsequent purchases of product. In the event Customer does not cure its Default, Sprint shall proceed with perfection of its lien/bond rights as allowed by Texas law.

SUSPENSION OF CHECK WRITING PRIVILEGES:

In addition, Sprint reserves the right to suspend Customer's check writing privileges in the event two (2) or more checks are returned to Sprint for any reason. In this event, Customer will be restricted to payment on its account by Cashier's Check, money order or cash.

Please acknowledge receipt of these Credit Terms as part of the Credit Application and Agreement by initialing below:

Received: