



Cast-Crete USA, LLC  
 6324 CR 579 Seffner,  
 FL 33584 Phone:  
 (813) 621-4641

## Business Credit Application and Sale Agreement

### Name/Address

|                                             |                                    |
|---------------------------------------------|------------------------------------|
| Name of Business ("Customer"):              | Tax Exempt: Yes No                 |
| Mailing Address:                            | If Yes, please attach certificate. |
| City: State: ZIP: Phone:                    |                                    |
| Physical Address (if different from above): | Website:                           |

### Company Information

|                                                                                                                                                                                                                                                                                |                            |               |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|---------------|
| Type of Business:                                                                                                                                                                                                                                                              | In Business Since:         | Federal ID #: |
| Legal Form Under Which Business Operates: Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/>                                                                                                                    |                            |               |
| Name of Company Principal Responsible for Business Transactions:                                                                                                                                                                                                               |                            | Title:        |
| Do you require a Purchase Order before we accept an order? Yes No                                                                                                                                                                                                              |                            |               |
| Accounts Payable Contact:                                                                                                                                                                                                                                                      | Phone:                     | Ext:          |
| A/P Email Address:                                                                                                                                                                                                                                                             | Credit Limit Requested: \$ |               |
| <p><b>*All invoices will be sent to the email address listed above unless otherwise indicated. Payment Terms are NET30. We accept electronic payments via ACH payment processing. For more info please email <a href="mailto:ar@castcrete.com">ar@castcrete.com</a>. *</b></p> |                            |               |

### Bank Reference

|                   |            |               |
|-------------------|------------|---------------|
| Institution Name: | Account #: | Contact Name: |
| Address:          | Phone:     | Email:        |
| Institution Name: | Account #: | Contact Name: |
| Address:          | Phone:     | Email:        |

### Trade References

|                 |                 |                 |
|-----------------|-----------------|-----------------|
| Company Name:   | Company Name:   | Company Name:   |
| Contact Name:   | Contact Name:   | Contact Name:   |
| Account Number: | Account Number: | Account Number: |
| Address:        | Address:        | Address:        |
| Phone:          | Phone:          | Phone:          |
| Email:          | Email:          | Email:          |

By the signature below you are representing that you have authority to enter into this agreement and the information contained in this Application and any attachment is true, correct and complete. You hereby authorize Cast-Crete USA, LLC to inquire into and obtain information from bank references, trade references, credit reporting agencies and other sources as deemed necessary to investigate the credit and financial history of the business, partners, owners, and any individual guarantors, and you authorize the above-named Bank and Trade References to furnish account credit information and for Cast-Crete USA, LLC to obtain credit information at any time and any number of times. If credit is extended, you agree to be bound by all of the terms and conditions on the following pages of this Application and on Cast-Crete USA, LLC invoices.

\_\_\_\_\_

*Authorized Signature* *Title* *Date*

Cast-Crete Sales Rep: \_\_\_\_\_

TERMS AND CONDITIONS: Cast-Crete USA, LLC ("Cast-Crete") hereby agrees to sell to Customer and Customer hereby agrees to purchase from Cast-Crete goods and materials, subject to all terms, conditions and provisions as set forth below or herein (hereinafter "Terms and Conditions").

1. Advance Credit. Cast-Crete agrees to advance credit to the Customer by permitting the Customer to purchase goods and materials from Cast-Crete on an open account; provided, however, that Cast-Crete has the absolute right to refuse Customer any credit or additional credit at any time and retains the right to deny said credit to the Customer based on Cast-Crete's credit and underwriting requirements, conditions and criteria. Cast-Crete shall retain the sole and exclusive right to increase, decrease or refuse to provide credit at any time and without notice. The acceptance or approval of this Credit Application and Sale Agreement creates no obligation on the part of Cast-Crete to sell product or extend credit to the Customer.

2. Governing Conditions of Sale. All sales of goods, materials and services by Cast-Crete are subject to these Terms and Conditions. No changes, modification or alteration of the Terms and Conditions will be effective against Cast-Crete, unless the same are in writing and signed by a duly authorized officer of Cast-Crete. Customer's acceptance of these Terms and Conditions, Addenda and/or any riders, if any, and/or acceptance of delivery of all part of the goods and materials to be furnished hereunder or pursuant to any Invoice shall constitute Customer's acceptance of the Terms and Conditions herein. To the extent any terms, conditions and provisions contained in Customer's purchase documents or purchase orders conflict with or limit the Terms and Conditions contained herein, same shall be null and void and the Terms and Conditions shall control.

3. Warranty. Cast-Crete warrants that the goods and materials shall conform to the description in the Invoice issued by Cast-Crete at the time the goods and materials leave Cast-Crete's facilities. THE FOREGOING WARRANTY IS EXCLUSIVE AND IS GIVEN AND ACCEPTED IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY UNDER THIS WARRANTY IS THE REFUND OF THE PURCHASE PRICE PAID AND IS TO THE EXCLUSION OF ALL OTHER REMEDIES INCLUDING WITHOUT LIMITATION THE RECOVERY OF SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES. Customer shall have no other rights or remedies other than as set forth herein. Customer hereby agrees not to return to Cast-Crete any goods and materials for Cast-Crete's account without specific written authorization from Cast-Crete. Customer further agrees not to withhold any payments due, notwithstanding a pending adjustment may be necessary with respect to a claim.

4. Charges. Customer shall be liable for and shall promptly pay when due, all charges set forth herein, including but not limited to, the price of goods and materials, taxes, delivery, pick-up and other charges in accordance with these Terms and Conditions. Unless otherwise agreed in writing, payment terms are Net 30 days, no retainage. Invoices and payment will be for the actual quantities at the quoted prices based on Delivery Tickets provided by Cast-Crete. In the event that an Invoice is issued and inadvertently fails to include all charges or amounts due, Customer agrees to pay amended Invoices or supplemental Invoices within 10 days of issuance or within 30 days of issuance of the original Invoice, whichever is earlier. Customer shall be responsible to pay for any goods and materials ordered and which the Customer does not take delivery of, unless a written cancellation prior to the time that Cast-Crete has commenced the production of the goods and materials. All payments due hereunder and not made in a timely manner in accordance with the terms set forth herein, shall accrue interest thereon at the rate of 1.5% per month or the maximum permitted by law. Time is of the essence with regard to payments due hereunder. Any check tendered with an endorsement purporting to be an accord and satisfaction or a partial or full release of limitation of Cast-Crete's rights or remedies shall be without effect. All sums due and payable hereunder shall be paid at Cast-Crete USA, LLC, 6324 CR 579, Seffner, FL 33584.

5. Delivery of Goods and Materials. Cast-Crete shall have no responsibility for goods lost due to Customer's failure to maintain the scheduled delivery time or enter upon public or private property, to make delivery at a specific delivery site. Customer shall be responsible for any and all costs and/or damages that may be incurred with regard to such a delivery. Cast-Crete and Customer further agree that (a) at the time of delivery, Customer shall provide duly authorized personnel to execute a delivery ticket, and Customer's failure or refusal to do so shall be deemed agreement with all matters set forth in the relevant delivery ticket furnished by Cast-Crete, including without limitation the price, quantity, and quality of the materials and/or goods being delivered; and (b) where Customer requests delivery of goods and materials to an unattended site, Cast-Crete will not be liable for any loss or damage to such goods and materials so delivered.

6. Default. Customer shall be in default hereunder if: (a) Customer fails to pay when due any amounts due under the terms herein; (b) Customer shall fail to perform or observe any covenant, condition or agreement to be performed or observed hereunder, (a) Customer ceases doing business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay its debts as they become due, files a voluntary petition in bankruptcy or elsewhere for liquidation, dissolution, readjustment, composition or reorganization, is adjudicated a bankrupt or insolvent, or files an answer admitting the material allegations of a petition filed against it and any such proceeding, consents to or acquiesces in the appointment of the trustee, receiver or liquidator of it or all or any substantial part of its assets or properties, of if it, or its shareholders shall take any action looking to its dissolution or liquidation; or (d) within sixty (60) days after the commencement of any involuntary proceedings against Customer seeking reorganization, arrangement, readjustment, liquidation, dissolution or similar relief, such proceeding shall have not been dismissed or vacated.

7. Remedies. In the event of Customer's default, or if Cast-Crete has any reason to believe that Customer may be unable to perform its obligations hereunder, Cast-Crete, at its option, shall be entitled to exercise any and all legal rights available to Cast-Crete including, any one or more of the following remedies: (a) Cast-Crete may suspend any or all shipments to Customer until such time as Cast-Crete has received adequate assurance, in Cast-Crete's sole and absolute discretion, of Customer's ability to perform its obligations hereunder, or (b) bring an action for amounts due. Should it be necessary for Cast-Crete to place the Customer's account for collection, suit or other legal proceeding to enforce these Terms and Conditions, then in such event the Customer agrees to pay all costs and expenses of collection, suit or other legal action including attorney's fees, paralegal fees, expert fees, collection agency commissions and any other fees and costs necessary to enforce any right provided herein or to collect any sums due hereunder, including but not limited to the forgoing and any appeal or bankruptcy proceedings. All rights and remedies of Cast-Crete specified hereunder are cumulative and do not exclude any other rights or remedies allowed by law or equity. Interest shall accrue on all monies due hereunder both pre-judgment and post-judgment at the rate of 18% per annum.

8. Governing Law and Jurisdiction. The parties hereby voluntarily and unconditionally waive trial by jury. Any and all litigation arising out of or relating in any way to this Credit Application and Sale Agreement or by virtue of the parties' relationship shall be initiated and/or maintained solely in Hillsborough County, Florida and not elsewhere. The Customer hereby irrevocably, voluntarily consents and agrees to submit itself to the personal jurisdiction of the state court in Hillsborough County, Florida having jurisdiction over the amount is controversy. Customer hereby waives any objections to personal jurisdiction or venue. The laws of the state of Florida shall govern the terms of this Credit Application and Sale Agreement

9. Indemnification for Customer's Negligence. Customer, at its own cost and expense, shall assume liability, indemnify, defend and hold harmless Cast-Crete and its officers and employees, from and against any liability and all loss, costs, damages, expenses, including court costs, reasonable attorneys' fees, reasonable appellate attorneys' fees, paralegal fees and disbursements paid or incurred by Cast-Crete, whether or not suit shall be commenced, on account of claims for whatever reason, including but not limited to, personal injury, including death, sustained by any person or persons whomsoever, including employees of Customer, and for injury to or damage or destruction of property of a person or organization, including loss of use thereof, arising out of or

resulting before, after or in connection with the performance of Customer's work or otherwise, excepting such matters caused in whole or in part by the fault or negligence of Cast-Crete.

10. Indemnification for Matters Caused in Whole or in Part by the Fault or Negligence of Cast-Crete. Customer, at its own cost and expense, shall assume liability, indemnify, defend and hold harmless Cast-Crete, and its officers and employees, from and against any liability and all loss, costs, damages, expenses, including court costs, reasonable attorneys' fees, reasonable appellate attorneys' fees, paralegal fees and disbursements paid or incurred by Cast-Crete, whether or not suit shall be commenced, on account of claims for whatever reason, including but not limited to, personal injury, including death, sustained by any person or persons whomsoever, including employees of Customer, and for injury to or damage or destruction of property of a person or organization, including loss of use thereof arising out of or resulting before, after or in connection with the furnishing of goods and materials by Cast-Crete. Customer's monetary limitation for this specific indemnity clause shall be \$1,000,000 or the maximum allowed by law,

11. Project Information. The Customer agrees to furnish to Cast-Crete, with respect to the goods and materials furnished hereunder, upon oral or written request, with copies of all payment bonds, notices of commencements, job addresses, and other information Cast-Crete deems necessary to protect Cast-Crete's interest. Cast-Crete shall have the absolute right to provide any necessary notices to third parties or otherwise, required to secure lien and bond rights available to Cast-Crete as a matter of common or statutory law. In addition to and not as a limitation on the foregoing, in the event the goods and materials are supplied to a project for which neither a notice of commencement has been recorded or for which a payment bond has not been provided, then Customer shall within ten (10) days of the first delivery of goods and materials provide to Cast-Crete and accurate legal description of the real property on which the project is located.

12. Miscellaneous. Cast-Crete's failure at any time to require strict performance by Customer of any of the provisions hereof shall not waive or diminish Cast-Crete's right thereafter to demand strict compliance therewith, or with any other provision. In case one or more provisions contained in these Terms and Conditions shall for any reason be held invalid, illegal or unenforceable, in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and these Terms and Conditions shall be constructed as if the same had not been contained herein. These Terms and Conditions shall be binding upon and inure to the benefit of respective successors and assigns and is applicable to heirs and legal representatives of the parties hereto.

13. Entire Terms of Credit Application and Sale Agreement: The entire terms of this Credit Application and Sale Agreement are contained herein. No verbal representations or agreements shall modify the terms hereof. It is anticipated that goods, materials, and services supplied by Cast-Crete to Customer will be initiated through the use of invoices, purchase orders, work orders or written direction for Customer to Cast-Crete. It is expressly agreed and understood that the terms of this Credit Application and Sale Agreement shall apply to all such purchase orders, work orders, invoices or other writings placed by Customer to Cast-Crete. To the extent there is any inconsistency between the Customer's invoice, purchase order, work order or other writing, the Terms of this Credit Application and Sale Agreement shall control.

## GUARANTY

In consideration of the extension of credit to the applicant named herein, the undersigned, jointly, severally and unconditionally guarantee and promise to pay all amounts now owing or which may hereinafter become owing by the applicant to Cast-Crete USA, LLC ("Cast-Crete"). This is a continuing guaranty and obligations arising hereunder shall not be affected by any change in terms of indebtedness, the extension of credit beyond amounts specified herein, a change in the term or time for payment, a change in the form of indebtedness or the acceptance of security or collateral. Cast-Crete shall not be required to exhaust any remedies against applicant prior to exercising rights granted hereby.

The undersigned hereby waives (a) notice of acceptance of this guaranty and of extensions of credit by Cast-Crete to the applicant; (b) presentment and demand for paying of any indebtedness of the applicant; (c) protest and notice of dishonor or default to the undersigned with respect to any indebtedness of the applicant; (d) all other notices to which the undersigned might otherwise be entitled; (e) any demand for payment under this guaranty; (f) benefit of all exemptions and homestead laws; (g) all set-offs and counterclaims.

This is a guaranty of payment and not of collection and the undersigned further waives any right to require that any action be brought against the applicant or any other person or to require that resort be had to any security.

The undersigned agrees that, with or without notice or demand, the undersigned shall reimburse Cast-Crete, to the extent that such reimbursement is not made by the applicant, for all expenses (including counsel fees) incurred by Cast-Crete in connection with any indebtedness of the applicant or the collection thereof, and will pay attorneys' fees if this guaranty is placed with an attorney for enforcement of collection from the undersigned.

**The undersigned personal guarantor, recognizing that his or her individual credit history may be a necessary factor in the evaluation of this personal guaranty, hereby consents to and authorizes the use of a consumer credit report on the undersigned by Cast-Crete from time to time as may be needed in the credit evaluation process.**

The Terms and Conditions set forth in the Credit Application and Sale Agreement are incorporated herein to the extent not inconsistent with the terms and conditions of this guaranty. If any provision or part of any provision of this guaranty is in conflict with any applicable statute or rule of law then such provision, or part thereof, as the case may be, shall be deemed null and void to the extent that it may conflict therewith, but without invalidating the remaining provisions hereof or the remaining part of such provision.

THE UNDERSIGNED HEREBY WAIVES THE RIGHT TO A JURY TRIAL OF ANY OR ALL CLAIMS OR DISPUTES WHICH MAY ARISE IN CONNECTION WITH THIS GUARANTY. The undersigned further acknowledge and represent that any titles written near their signatures below is/are merely intended to clarify the individual's position with the applicant and in no way is intended to limit or cancel the personal nature of this guaranty.

\_\_\_\_\_  
Name (please print) Social Security No.

\_\_\_\_\_  
Name (please print) Social Security No.

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Witness Date

\_\_\_\_\_  
Witness Date