



**BUYER'S CREDIT APPLICATION & OPEN ACCOUNT AGREEMENT**

For the purposes of establishing open account privileges with US Aggregates and affiliated companies, the undersigned furnishes the following information.

Company Name: \_\_\_\_\_ Date Business Established: \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_ Business Type:  
 Sole Proprietor  Ltd. Partnership  LLC  
 Proprietorship  Corporation  
 City, State and Zip: \_\_\_\_\_ If incorporated, which State? \_\_\_\_\_  
 Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_  
 Accounts Payable Contact: \_\_\_\_\_ Tax Exempt:  Yes  No  
 Invoices:  Email  Mailed If yes, please attach tax-exemption certificate.  
 Email Address: \_\_\_\_\_ Federal ID#: \_\_\_\_\_  
 Website: \_\_\_\_\_ D&B #: \_\_\_\_\_  
 Has bankruptcy ever been filed?  Yes  No Monthly Credit Need: \$ \_\_\_\_\_  
 If yes, please give details: \_\_\_\_\_

**NAMES OF OWNERS, PARTNERS OR OFFICERS**

NAME	TITLE

**PARENT COMPANY OR SUBSIDIARY LOCATIONS**

COMPANY NAME	ADDRESS

**BANKING INFORMATION**

Bank Name: \_\_\_\_\_ Address: \_\_\_\_\_  
 Checking Account # \_\_\_\_\_ Bank Representative: \_\_\_\_\_  
 Savings Account # \_\_\_\_\_ Telephone: \_\_\_\_\_  
 Loan Account # \_\_\_\_\_ Fax: \_\_\_\_\_

**CREDIT REFERENCE**

COMPANY NAME & CONTACT	EMAIL	FAX	TELEPHONE
<u>1)</u>			
<u>2)</u>			
<u>3)</u>			
<u>4)</u>			



**BUYER'S CREDIT APPLICATION & OPEN ACCOUNT AGREEMENT**

**Terms and Conditions**

It is agreed the buyer will pay all invoices within the stated terms and agrees to all terms contained in invoices supplied by seller as may be amended from time to time. In the event payment is not timely made, the buyer also agrees to pay a time-price difference charge (service charge) of the lesser of 1 1/2 % per month (18 % per annum) or the maximum lawful rate on all overdue amounts, and to pay all collection costs incurred by seller in enforcement of the terms and conditions of this agreement, including court costs, actual reasonable attorney's fees and collection agency fees, within the standards of the industry, but not less than 25 % of the unpaid amount of principal and accumulated service charge, all without relief from valuation and appraisal laws.

Buyer further agrees that any line of credit desired or approved is not a limitation of liability, and the undersigned expressly agrees that it will be responsible for valid charges in excess of a line of credit either desired or approved.

Having obtained all necessary authority, the undersigned authorizes US Aggregates and its agents, attorneys and employees to investigate the credit standing, financial circumstances and responsibility of buyer and authorizes and instructs all persons having information concerning buyer's credit standing, financial circumstances and responsibility to release such information to US Aggregates, its agents, attorneys or employees.

The buyer further grants to seller a security interest in buyer's equipment, contract rights, inventories, receivables and proceeds of sales as collateral to secure the buyer's performance of all obligations. The buyer hereby appoints any employee, agent, or attorney of seller as buyer's attorney in fact to endorse and file on behalf of buyer any UCC 1 form to perfect or record the security interest.

All the information supplied by buyer is correct to the best of the knowledge of the undersigned, and the buyer understands that all goods or services purchased from seller are subject to all terms and conditions contained in this credit application and agreement and all other terms and conditions contained on any of the seller's invoices.

US Aggregates is only willing to sell its products pursuant to its standard terms and conditions, which are hereby incorporated by reference into this document. Buyer agrees that all of its purchases of product from US Aggregates shall be governed such terms and conditions. Accordingly, buyer agrees that any terms either proposed by buyer and/or contained within a document supplied by buyer that are in addition to and/or different from US Aggregate's terms and conditions, shall not apply to the purchase of products from Calumet.

**By signing below, I/we hereby authorize US Aggregates to obtain a consumer credit report through a credit reporting company chosen by US Aggregates. I/We understand and agree that US Aggregates intends to use this consumer credit report for purposes of evaluating financial readiness to obtain a line of credit with US Aggregates.**

<b>By:</b>	<b>Title:</b>
_____	_____
<b>Signature:</b>	<b>Date:</b>
_____	_____

**Please submit completed application to:**

**Bill Payne**  
**Phone:** 317.228.8439  
**Fax:** 317.228.8325  
**Email:** Bill.Payne@asphalt-materials.com