

CONTRACTORS PAVING SUPPLY, LLP

P.O. Box 2368 Stafford, Texas 77497



CPSI

SCHERTZ TX
Telephone: 210 566 1110
Facsimile: 210 566 1151

STAFFORD TX
Telephone: 281 208 8839
Facsimile: 281 261 6870

APPLICATION FOR CREDIT

DATE: _____

Name of Firm: _____

Street Address: _____
(Street) (City) (State) (Zip Code)

Billing Address: _____
(Street) (City) (State) (Zip Code)

Phone #: _____ Fax #: _____ Cell #: _____

Years in Business: _____ Business Classification: _____

Please Check One: _____ Prime Contractor _____ Sub Contractor _____ Both _____ Other

AP Contact Name _____ Phone # _____

AP Contact email address _____

CORPORATION

President: _____ Vice President: _____

Sec./Tres.: _____

State Incorporated: _____ Year Incorporated: _____

If incorporated in state other than TEXAS, date authorized to do business in TEXAS: _____

PROPRIETORSHIP

Owner: _____ Spouse: _____

Home Address: _____ Phone #: _____

Drivers License #: _____ State: _____ Social Security #: _____

PARTNERSHIP

Partner: _____ Phone #: _____

Drivers License #: _____ State: _____ Social Security #: _____

Home Address: _____
(Street) (City) (State) (Zip Code)

Partner: _____ Phone #: _____

Drivers License #: _____ State: _____ Social Security #: _____

Home Address: _____
(Street) (City) (State) (Zip Code)

How long at present address: _____ Branch/Headquarters: _____

If Branch/Division-location of Home Office: _____

Job Number Required? ____Yes ____No Statement Required? ____Yes ____No

Purchase Order Number Required: ____Yes ____No

TAX ID #: _____ (If Tax Exempt, we will require a TAX CERTIFICATE ON FILE.)

Have you or any of your Partner/Officers ever filed or participated in a filing of bankruptcy? __ Yes __ No

If so, what year? _____ State? _____

Name of petition filed under: _____

Please submit the applicant's financial statement.

LOCAL TRADE REFERENCES

NAME	ADDRESS	PHONE #	FAX #
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1. _____

2. _____

3. _____

4. _____

BONDING INFORMATION

Insurance Agency: _____ Contact: _____

Address: _____ Phone: () _____

Bonding Company: _____

BANK REFERENCES

Name: _____ Account Number: _____

Address: _____ Phone: () _____

Contact: _____ Have Checking? _____ Lending? _____

If you are not lending with this bank, who is your Lending Institution: _____

Bank Officer: _____ Phone: () _____

All proprietors and/or general partners, hereby, individually understand you may and, hereby, authorize you to check my(their) credit, both consumer and commercial, and authorize any party receiving an inquiry from you to release any information requested to you.

CONTRACTORS PAVING SUPPLY, LLP

I (we) understand that the information furnished you on this application is for the purpose of obtaining credit from your firm. That I am (we are) authorized, in my (our) capacity, to bind my (our) firm accordingly. That all accounts or moneys due you shall be due and payable NET 30 Days at P.O. Box 2368, Stafford, Texas 77497-2368. That all past due accounts, notes or judgments shall automatically, draw interest at the maximum rate allowed by law per annum. Venue for collection of this account is Stafford, Fort Bend County, Texas.

Witness Name

In consideration of credit being extended to the above named firm, I personally guarantee all indebtedness hereunder, I further agree that this guaranty is an absolute, complete and continuing one and no notice of the indebtedness or any extension of credit already hereafter contracted by or extended need be given the terms may be rearranged, extended and/or renewed without notice to me. I (we) also authorize you to investigate my (our) credit history, including my (our) individual credit report, and authorize any party receiving an inquiry from you to release any information requested to you, I (we) will, within five (5) days from date of notice that the account is past due, pay that amount due. Venue for collection of this account is Stafford, Fort Bend County, Texas.

Witness Individually

Print Name

Home Address

Drivers License Social Security #

.....
Office Use Only

Date: _____ Approved: _____ Credit Limit _____

Account Number: _____ Opened/Declined By: _____

Notes: _____

CONTRACTORS PAVING SUPPLY, LLP
APPLICATION FOR CREDIT AND CONTRACT TERMS AND CONDITIONS OF SALE

This Application is submitted by the undersigned (hereafter "Applicant") for the purpose of obtaining an open charge account with Contractors Paving Supply, LLP (hereafter "CPSI"). All representations made by Applicant are accurate, complete and truthful to the best of Applicant's knowledge and belief. Applicant agrees as follows:

1. All invoices are due upon receipt. Applicant agrees to pay the amount due within thirty (30) days of each invoice date. Balances beyond thirty (30) days will be subject to a one and one-half percent (1½ %) per month finance charge or the highest rate allowed by law.

2. Applicant shall be liable for all costs and fees, including attorney fees and/or collection agency fees, incurred in collection of any amounts past due. Applicant agrees that jurisdiction and venue of this and all future contracts with CPSI shall be Fort Bend County, Texas.

3. As a condition precedent to any claims by Applicant against CPSI, Applicant must reduce any dispute to writing and deliver it with reasonable timeliness (not more than thirty (30) days from any incident) via certified mail to CPSI at Post Office Box 2368, Stafford, Texas 77497. It is agreed that checks marked "Paid in Full", or other language with similar intent, sent to CPSI shall not relieve CPSI of any rights whatsoever.

4. Unless otherwise stated, quotations expire thirty (30) days from the date thereof and may be modified or withdrawn by CPSI prior to acceptance. Quotes may or may not include any taxes, and where applicable, such taxes shall be billed as a separate item and paid by the Applicant. All materials returned for credit must be with prior written approval by CPSI and shall be subject to a normal restocking charge.

5. Goods sold by CPSI are products of reputable manufacturers. CPSI shall use its best efforts to obtain from each manufacturer, in accordance with the manufacturer's warranty, the repair or replacement of any goods that are defective in material or workmanship. The foregoing constitutes the exclusive remedy of the Applicant and sole obligation of CPSI. Except as to title, ***THERE ARE NO WARRANTIES, EITHER WRITTEN, ORAL, IMPLIED OR STATUTORY*** relating to the described goods which extend beyond that described in this paragraph. ***NO IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE SHALL APPLY.***

6. CPSI's liability for loss or damage arising out of this contract or from the performance or breach thereof or connected with the supplying of any goods hereunder, or their sale, resale, operation or use, whether based on contract, warranty, tort, including negligence, or other grounds, shall not exceed the price of such goods charged by CPSI to Applicant. CPSI shall not be liable for any labor charges without the prior written consent of CPSI. CPSI shall not be liable, whether as a result of breach of contract, warranty, tort, including negligence, or other grounds, for special, consequential or incidental damages including, but not limited to, loss of profits or revenue, loss of use of the goods, loss of capital, cost of substitute goods, down time and costs or claims of customers of the Applicant for such damages.

7. CPSI shall make every reasonable attempt to deliver all goods to Applicant's designated locations at a time at which Applicant's representative will be available for inspection and approval and to sign any shipment receipt, however, Applicant acknowledges that is not always possible. Applicant gives express authorization for CPSI to deliver goods to a job site as designated by Applicant even in the event that Applicant's representative is not available to sign for the receipt of the goods. Applicant agrees to sign all necessary documents upon receipt of delivery. Applicant understands that it is responsible for all such goods upon delivery to Applicant's designated locations.

8. In consideration of credit being extended to the Applicant, I, _____, (hereafter "Guarantor") personally guarantee all indebtedness hereunder. I acknowledge that I will receive a direct or indirect benefit by the extension of credit to Applicant. This guaranty is absolute, complete and continuing as to any credit given or to be given to Applicant hereafter.

9. Applicant and Guarantor authorize any individual, firm, corporation or credit agency to disclose to CPSI, orally or in writing, any information pertinent to this application and agree that credit information may be given by CPSI to other trade sources and credit reporting agencies as a normal course of business. Applicant and Guarantor give express authority to CPSI to investigate and obtain any information deemed useful by CPSI in the extension of credit to Applicant including, but not limited to, bank, personal and trade references, consumer reports and credit bureau reports.

10. No waiver, alteration or modification of any of the provisions hereof shall be binding upon CPSI unless specifically consented to in writing by an authorized representative of CPSI's management. ***THESE TERMS AND CONDITIONS SUPERCEDE ANY TERMS AND CONDITIONS ON ANY PURCHASE ORDER ACCEPTED BY CPSI.***

Applicant
By: _____

Printed Name
Its: _____

Guarantor

Printed Name