

ELITE CONCRETE, LLC
Credit Application and Account Agreement

TEL: 912-330-0099 FAX: 912-00656 1955 Hwy 80, Bloomingdale, GA 31302

APPLICATION MUST BE COMPLETED IN FULL TO BE PROCESSED

DATE _____ DO YOU REQ PO #'S? _____ IF SO, CONTACT NAME/NUMBER _____

CUSTOMER LEGAL NAME: _____ TELEPHONE: _____

BILLING ADDRESS: _____ CELL: _____

STREET ADDRESS: _____ FAX: _____

CITY: _____ STATE: _____ COUNTY: _____ ZIP: _____

TYPE: INDIVIDUAL (), PARTNERSHIP (), CORPORATION (), LIMITED LIABILITY COMPANY (), FRANCHISE ()

FEDERAL TAX ID NUMBER /
SOCIAL SECURITY NUMBER: _____ IN BUSINESS SINCE: _____ STATE INCORPORATED: _____

CUSTOMER CONTACT: _____ EMAIL: _____

<u>COMPANY PRINCIPALS</u>	<u>TITLE</u>	<u>HOME ADDRESS</u>	<u>SOCIAL SECURITY#</u>
_____	_____	_____	_____
_____	_____	_____	_____

COMPANY REFERENCES: ALL INFORMATION MUST BE COMPLETED TO PROCESS

BANK REFERENCE

1. NAME: _____ CONTACT: _____

TYPE OF ACCT: _____ ACCT#: _____ TEL: _____

MAJOR BUILDING MATERIAL TRADE REFERENCES

2. NAME: _____ TEL: _____ FAX: _____

ADDRESS: _____ CITY/STATE: _____ ZIP: _____ ACCT#: _____

3. NAME: _____ TEL: _____ FAX: _____

ADDRESS: _____ CITY/STATE: _____ ZIP: _____ ACCT#: _____

4. NAME: _____ TEL: _____ FAX: _____

ADDRESS: _____ CITY/STATE: _____ ZIP: _____ ACCT#: _____

This application and the information contained herein is a request for the extension of credit from Elite Concrete, LLC ("Elite"). The applicant understands that Elite Concrete of Midway, LLC, Elite Concrete of Eden, LLC, and Elite Concrete Holdings, LLC, are subsidiaries of Elite. From time to time, invoices may be issued in the names of Elite's subsidiaries. The applicant acknowledges and agrees that its account is with Elite, and any legal action by or against Elite or its subsidiaries will be brought by or against Elite. The applicant authorizes Elite and its subsidiaries to obtain a written or oral credit report from any credit reporting agency. The applicant further authorizes any bank or commercial business with whom the applicant is doing or has done any type of business to give any and all necessary information to Elite which will assist in the credit investigation. The applicant further authorizes Elite to reinvestigate the Applicant's credit status from time to time as Elite deems necessary. Elite reserves the right to limit or terminate any extension of credit to applicant. The undersigned does hereby certify that he/she is authorized to sign this application on behalf of the applicant; that the information contained herein is true, that the applicant will advise Elite in writing at the address shown above if there are any changes which occur in respect to any of the information, and until such advice is given, Elite may continue to rely on the information.

THE APPLICANT'S SIGNATURE ATTESTS FINANCIAL RESPONSIBILITY, ABILITY, AND WILLINGNESS TO PAY OUR
INVOICES IN ACCORDANCE WITH THE TERMS CONTAINED ON THE OPPOSITE SIDE OR FOLLOWING PAGE

ACCOUNT AGREEMENT

1. The below-identified principal account debtor ("Principal Account Debtor") certifies that the information furnished on the reverse Credit Application is true and correct and is furnished for the purpose of securing credit from Elite Concrete, LLC, and its subsidiaries ("Elite"). The information furnished on the reverse Credit Application is hereby incorporated by reference. However, to the extent there is a conflict between the information furnished on the reverse Credit Application and this Account Agreement, this Account Agreement shall control. This Account Agreement and the incorporated Credit Application contain the entire agreement between the parties and supersede all prior agreements and understandings, both oral and written, between Principal Account Debtor and Elite. This Account Agreement is not subject to oral modification or cancellation.
2. In consideration of credit being extended by Elite, Principal Account Debtor agrees to make payment on or before thirty (30) days from the date of any invoice. Principal Account Debtor understands that thirty days (30) from the invoice date all invoices shall accrue interest at the rate of 1.5 % per month pre and post-judgment. Failure to object in writing to the amount shown due on any invoice or statement, or to the quality, quantity, or any other aspect of the goods represented by any invoice, within ten (10) days of the date thereof, will constitute acceptance of the goods and of the accuracy of any such amount. All non-specific payments received from the Principal Account Debtor shall be applied first to accrued interest and then to the oldest principal amounts owed on the account.
3. Principal Account Debtor shall have ten (10) calendar days from the date of delivery or pick up to reject goods as nonconforming. Such rejection must be in writing and must be sent to Elite at the branch where the goods were purchased via certified mail, return receipt requested. Such rejection shall specify the goods rejected and the specific nonconformity. In addition, any alleged nonconforming goods must be delivered to Elite within (10) calendar days from the date of delivery or pick up and must be accompanied by the original invoice or other proof of purchase. Failure to reject or deliver the goods in strict accordance with this paragraph shall be deemed acceptance of the goods.
4. Physical acceptance by Elite of rejected goods shall in no way be deemed an acknowledgment by Elite of any claim by Principal Account Debtor. Elite shall have a reasonable time after receipt of proper notice of rejection or revocation of acceptance to repair or replace the goods or refund the purchase price, with the remedy to be selected by Elite, in its sole discretion.
5. All notices to Elite shall be in writing and sent by certified mail and shall be effective only upon receipt.
6. Principal Account Debtor agrees to pay attorney fees of fifteen percent (15%) of the total principal and interest or actual attorney's fees incurred, whichever is greater, and court costs of collecting or attempting to collect or secure any and all debts which Principal Account Debtor now owes or which Principal Account Debtor may in the future owe Elite, for goods sold or services rendered.
7. This Account Agreement and any extensions of credit issued by Elite shall be governed by and construed under the laws of the State of Georgia. Principal Account Debtor agrees that any legal proceedings arising out of this contract shall be litigated in and expressly consents to the jurisdiction of any court of competent jurisdiction of the State of Georgia court system. Venue for any action by any of the parties hereto or in connection herewith shall be in Chatham County, Georgia. Principal Account Debtor hereby waives any defense of personal jurisdiction and/or venue in any legal action arising out of this Account Agreement.
8. **ELITE MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, and PRINCIPAL ACCOUNT DEBTOR WAIVES ANY SUCH WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, including but not limited to WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** Principal Account Debtor further waives all incidental or consequential damages. All deposits required by Elite are non-returnable and non-refundable. All deposits will be forfeited upon Principal Account Debtor's non-payment for any goods furnished, or upon any other default herein. Such forfeiture of deposits shall not be deemed to limit Elite's remedies as stated herein or by operation of law.
9. Principal Account Debtor agrees that notwithstanding anything to the contrary set forth herein, all goods are non-returnable and non-refundable. Principal Account Debtor agrees that all specially ordered goods are deemed furnished under OCGA Section 44-14-361 et seq., when such goods are delivered by Elite.
10. It is Elite Concrete's policy to charge Sales Tax to all customers unless a valid tax exemption certificate is-on file for the State where title passes to the customer. If your company is tax exempt, please contact Elite Concrete Credit Department to arrange to mail them a valid tax exemption certificate.

Witness my hand and seal this ____ day of _____, 200__.

Principal Account Debtor:

_____ By: _____ Its: _____
 Print Company Name Signature Title

PERSONAL GUARANTY

For and in consideration of credit extended by Elite to the Principal Account Debtor identified on the Account Agreement appearing above, which Account Agreement is incorporated herein by this reference so as to identify the Principal Account Debtor to which this Personal Guaranty applies, I/we hereby, absolutely and unconditionally guaranty, jointly and severally, as surety, any and all obligations of the Principal Account Debtor, including interest and attorney fees of 15% as provided for by the Account Agreement, which are now or may hereafter become due. I/we acknowledge that the obligations under this personal guaranty are primary, not secondary. As a member/owner/shareholder/principal/officer/manager of the Principal Account Debtor, I/we have a vested interest in Principal Account Debtor and its performance under the Account Agreement. Notice of acceptance, protest, presentment, demand for payment, notice of default or non payment and of dishonor are hereby waived. No release of the undersigned shall arise from any action of Elite which, but for this provision, would be deemed a legal or equitable discharge of a surety or guarantor, by this reason of any waiver, extension, modification, forbearance, or delay or any other act or omission of Elite. Jurisdiction and Venue for any action by any of the parties hereto or in connection herewith shall be in Chatham County, Georgia, and I/we hereby waive any defense of personal jurisdiction and/or venue in any legal action arising out of this Personal Guaranty. This Personal Guaranty is not subject to oral modification or cancellation.

 Signature of Guarantor

 Print Name Date

 Home Address

 Social Security Number

 Signature of Guarantor

 Print Name Date

 Home Address

 Social Security Number