

ittle Rock Plant

North Little Rock Plant

Jacksonville Plant

Heslep Concrete Company

Main Office
P.O. Box 55420
Little Rock, AR 72215
Phone: (501) 664-9400
Fax: (501) 664-6377

Searcy Plant

Blytheville Plant

APPLICATION FOR CREDIT AND CONTRACT

Please fill out completely. Incomplete applications will not be processed.

Date _____

Company or Corporation Name or Full Legal Name of Applicant if Individual _____ Type of Business / SIC _____

Mailing Address: Street/PO Box _____ City _____ State _____ Zip _____ Telephone _____ E-mail _____

Physical Address: Number _____ Street _____ City _____ State _____ Zip _____ Fax Number _____ Cell/Pager Number _____

Subsidiary/Division of: _____ City/State: _____ Telephone: _____

Business is: ___ Corporation State Chartered: ___ State Organization # _____ County: _____ When: _____
If less than 3 Years **Must Sign** Guarantee
___ L L C (Please provide copy of **Articles of Organization**) Federal ID# _____ Contractor License # _____ State _____

___ Partnership
Partner Name (Full Legal) / % _____ Residence address _____ Phone Number _____ Social Security # _____

___ Individual
Partner Name (Full Legal) / % _____ Residence address _____ Phone Number _____ Social Security # _____

Husband Name (Full Legal) _____ Social Security # _____ Date of Birth _____

Wife Name (Full Legal) _____ Social Security # _____ Date of Birth _____

Do You Require a Purchase Order? ___ Yes ___ No Monthly Statements? ___ Yes ___ No Number invoice copies? _____ Tax Exempt? ___ Yes ___ No
Tax will be charged without valid certificate on file.

A/P Contact Name: _____ Telephone _____ Fax _____

Principal Bank: _____ City: _____ Loan Officer _____

Telephone: _____ Account Number(s): Checking _____ Savings _____ Loan _____

Insurance Agent Name: _____ Company: _____ Telephone: _____

Bonding Agent Name: _____ Company: _____ Telephone: _____

TRADE REFERENCE: Name _____ Address _____ Telephone _____ Fax _____

1) _____

2) _____

3) _____

Amount of Credit Desired: _____ \$1,000 _____ \$5,000 _____ \$10,000 _____ \$25,000+

Guarantee of Indebtedness

For value received, and in consideration of Applicant applying for credit herein, the undersigned Guarantor(s) in order to induce Heslep Concrete Company to extend credit to applicant, does hereby consent to the terms above and does unconditionally personally guarantee all sums which may be owed by Applicant to Heslep Concrete Company, whether said indebtedness is due now or hereafter incurred, including but not limited to the payment of all costs of collection and attorney's fees. This Guaranty is continuing, and shall continue to apply to all indebtedness which applicant may hereafter incur, renew, or extend in whole or in part, with Heslep Concrete Company all without notice to the undersigned Guarantor(s). Heslep Concrete Company may jointly or independently modify the indebtedness, accept or release collateral, or release the applicant without releasing the undersigned Guarantor(s) any or all of which actions may be taken without notice to guarantor(s). If this Guaranty is executed by more than one Guarantor, one or more Guarantors may be released, and such release shall not release other Guarantor(s) and may be done without notice to other Guarantor(s). The undersigned Guarantor(s) promise to pay the indebtedness and obligations incurred hereunder at Little Rock, Pulaski County, Arkansas. "The undersigned Guarantor(s) hereby consent(s) to Heslep Concrete Company use of non-business consumer credit report on the undersigned in order to further evaluate the credit worthiness of the undersigns as guarantor(s) in connection with the extension of the business credit as contemplated by this credit application. The undersigned hereby authorize(s) Heslep Concrete Company to utilize a consumer credit report on the undersigned from time to time in connection with the extension or continuation of the business credit represented by this credit application. The undersigned as (an) individual(s) hereby knowingly consent to the use of such credit report consistent with **Federal Fair Credit Reporting Act** as contained in 15 U.S.C. @1681 et seq.

I, _____, hereby personally guarantee the obligations of _____ to Heslep Concrete Company.
Print Name (without title) Name of Applicant

_____/_____/_____
Date Guarantor's Signature (without title) Guarantor's Social Security #

I, _____, hereby personally guarantee the obligations of _____ to Heslep Concrete Company.
Print Name (without title) Name of Applicant

_____/_____/_____
Date Guarantor's Signature (without title) Guarantor's Social Security #

If Guarantor resides in a **Community Property State** such as AR, AZ, CA, ID, LA, NV, NM, TX and WA, **Guarantor hereby warrants that he/she is unmarried (initials)** _____ or the **Guarantor's Spouse must also sign above.**

OFFICE USE ONLY

<i>Approved by:</i>		<i>Date</i>
<i>Credit Line Limit \$</i>		
<i>Customer notified by:</i>		<i>Date</i>

Heslep Concrete Company
Application for Credit and Contract Terms and Conditions of Sale

This application is submitted by the undersigned (hereafter referred to as 'Applicant') for the purpose of obtaining an open charge account with Heslep Concrete Company. All representations above are accurate, complete and truthful to the best of the Applicant's knowledge and belief. Applicant agrees and understands that the terms of Heslep Concrete Company are:

1. Except for extended term contracts, current billings are payable upon receipt of invoice. Applicant agrees to pay the amount due by the tenth (10th) day of the month directly following receipt of the invoice. Balances beyond thirty (30) days will be subject to a finance or interest charge per month at the highest rate allowable by law. Applicant's account will be delinquent when any part of the account is thirty (30) days past due. Heslep Concrete Company reserves the right to apply payments at its discretion. Heslep Concrete Company may at its option and without notice raise or allow charges in excess of any credit limit granted. Applicant understands it is responsible for all charges to the account.

2. Applicant shall be liable for all costs and fees, including attorney and/or collection agency fees and expenses, incurred in pursuit and/or collection of any amounts past due, including interest charges. Applicant agrees that legal jurisdiction of this and all future contracts shall be at Little Rock, Pulaski County, Arkansas, USA.

3. Any disputes must be reduced to writing and delivered with reasonable timeliness (usually 30 days of incident) via certified mail to the Heslep Concrete Company main office at P.O. Box 55420, Little Rock, Arkansas 72215 Attn: Credit Manager. Likewise, any checks marked 'payment in full' must also be sent via certified mail to the address and attention above. It is agreed that checks marked 'payment in full' or other language with similar intent sent to Heslep Concrete Company shall not relieve Heslep Concrete Company of any rights whatsoever.

4. Unless otherwise stated, quotations expire 30 days from date thereof, and may be modified or withdrawn by Heslep Concrete Company 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 Buyer. All material returned for credit must be with prior approval and shall be subject to a normal restocking charge.

5. 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. Heslep Concrete Company'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 allowable to such goods involved in the claim. Heslep Concrete Company shall not be liable for any labor charges without the prior written consent of Heslep Concrete Company. Heslep Concrete Company shall not be liable, whether as a result of breach of contract, warranty, tort (including negligence) or other grounds, for special, consequential, incidental or penal damages including, but not limited to, loss of profits or revenue, loss of use of the product or any associated product, cost of capital, cost of substitute products, facilities or services, downtime costs, or claims of customers of the buyers for such damages. If Heslep Concrete Company furnished Buyer with advice or other assistance which concerns any goods supplied hereunder, and which is not required pursuant to this contract, the furnishing of such advice or assistance will not subject Heslep Concrete Company to any liability, whether based on contract, warranty, tort (including negligence) or other grounds.

7. In consideration of the credit at or after the date hereof made or extended by Heslep Concrete Company to or for the account of Applicant, directly or indirectly, as principal, guarantor or otherwise, the Applicant hereby grants and assigns to Heslep Concrete Company a continuing security interest in, lien upon and a right of set-off against, all of Applicant's right, title and interest in and to the following collateral, to secure the prompt payment, performance and observance of all indebtedness, obligations, liabilities and agreements between the parties now existing or hereafter arising: All assets and all personal property of Applicant wherever located whether now owned or hereafter acquired, including any and all replacements thereof, accessions thereto, proceeds thereof, or modifications or substitutions thereof, including, but not limited to, all equipment, fixtures, plants, inventory, and chattel papers of Applicant.

8. Heslep Concrete Company will make every reasonable attempt to deliver the goods to the customers designated location at a time in which customer representative will be available for inspection, approval, and to sign documents and contracts. However, Applicant acknowledges that this is not always possible. Applicant gives express authorization for Heslep Concrete Company to deliver goods to a job site in the event that customer is not available to sign for the goods. Applicant agrees to sign the necessary documents and contracts subsequently upon request. Applicant understands and agrees that all responsibilities and liabilities toward said goods shall be in effect as if documents and contracts were signed by customer at time of delivery.

9. Applicant agrees that post audits will be performed no earlier than two (2) years prior to the current date and must include all documentation to substantiate any claim. Post audits by outside resources must be reviewed and approved by customer before being submitted to Heslep Concrete Company and a customer contact must be provided. Customer agrees to allow at least 90 days after submitting post audits before any deductions are taken. Post audits not meeting these requirements will not be allowed.

10. **The Federal Equal Credit Opportunity Act** prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicants income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law is the Federal Trade Commission. In the event that Heslep Concrete Company takes adverse action on account credit terms, applicant has the right to request in writing within 60 days the reason for the adverse action. Heslep Concrete Company may request certain consumer information in conjunction with this application.

11. No waiver, alteration or modification of any of the provisions hereof shall be binding upon Heslep Concrete Company unless specifically assented to in writing by an authorized representative of Heslep Concrete Company Management. **PURCHASER ACKNOWLEDGES THAT THESE TERMS AND CONDITIONS SUPERSEDE ANY TERMS AND CONDITIONS ON ANY PURCHASE ORDER ACCEPTED BY HESLEP CONCRETE COMPANY.**

It is agreed that sales of goods or services rendered by Heslep Concrete Company will be based on the terms and conditions found here. If Applicant is a corporation, partnership, LLC, or other business entity, the undersigned affirmatively states that s/he is authorized to make application on behalf of said entity and to obligate same for any credit extended thereto as a result of this application; and further that the entity on whose behalf application is hereby made will continue to be bound and obligated for any credit advanced thereto until such notice to the contrary is given in writing to Heslep Concrete Company at P.O. Box 55420, Little Rock, Arkansas 72215. Applicant certifies that the business is not insolvent. Applicant authorizes any individual, firm, corporation, or credit agency to disclose to Heslep Concrete Company, orally or in writing, any information pertinent to this application and agrees that credit information may be given to other trade sources and credit reporting agencies as a normal course of business. If Applicant is an individual, sole proprietorship, or partnership, applicant gives express authority to Heslep Concrete Company to, at the sole discretion of Heslep Concrete Company, investigate and obtain any information deemed useful by Heslep Concrete Company and connected to the establishment of or operation of an open credit account with Heslep Concrete Company including, but not limited to, bank, personal and trade references, consumer reports, and credit bureau reports. **If application is submitted in conjunction with request by Applicant for Heslep Concrete Company to aid in obtaining financing, Applicant gives express authorization to and instruction of bank, trade references, consumer and commercial reporting agencies, and any other source deemed necessary, to release credit information to any financial institution requesting such information in conjunction with this application.**

Notice to applicant - Do Not Sign This Agreement Until You Have Read It. You Are Entitled To A Copy Of The Signed Agreement. By Signing This Agreement, You Acknowledge That You Have Read The Entire Application, Including The Terms And Conditions, And Agree To Same, In Full.

Signature

Name of Person Signing

Title

Telephone Number