



CREDIT ACCOUNT APPLICATION

By filling out this credit application you are applying for credit with Cemstone and Twin City Concrete Companies including, Cemstone Products Company, Cemstone Ready Mix, Inc., Cemstone Concrete Materials LLC, TCC Materials, Roberts Concrete Products, Akona Manufacturing, LLC, and Amcon Concrete Products, LLC. Application must be filled out completely. Submission of this application does not guarantee credit will be granted to all companies. To specify desired companies, please see page 2.

Documents sent electronically may be used as an original.

Complete fully and have all owners or officers sign to prevent any delays in processing.

Return application to the address below:

Corporate Credit Manager
2025 Centre Pointe Boulevard, Suite 300
Mendota Heights, MN 55120-1221

Email: **credit@cemstone.com or credit@tccmaterials.com**

Phone: 651-688-9292

Fax: 651-688-0124

CONFIDENTIAL DOCUMENT

PLEASE FILL OUT THE FOLLOWING INFORMATION

COMPANY INFORMATION

Legal Company Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

County: _____

Phone: (_____) _____ Facsimile: (_____) _____

Website: _____

Business Type: Corporation Partnership Proprietorship (individual)

Date started or Incorporated: _____ State of Registration or Incorporation: _____

Federal ID No. (Required) _____ Credit Line Requested: \$ _____ Request COD Only

Sales Tax Exempt: Yes No

If yes, provide a copy of the Sales Tax Exempt Forms for each company checked in the next section

Please note: Tax Exemption forms for project-specific tax exemptions must be submitted prior to the start of a project.

Customer Type: Contractor Dealer Other: _____ (please specify)

Classification of Company:

- Agricultural Concrete Masonry Curb & Gutter General Contractor Highway
 Municipal | Government | Private Poured Walls Residential Utilities

PURCHASING INFORMATION

Purchaser/Sales Contact: _____

Phone: (_____) _____ Mobile: (_____) _____

Email: _____

Primary Purchasing Region (States, Counties, Cities, etc.): _____

If you have already been working with a sales rep, please list here: _____

Do you require a Purchase Order: Yes No

Our company sends invoices electronically. Please identify the email to send these to below.

Invoice Email: _____

Check appropriate box(es) of specific company/companies you intend to purchase from:

- Akona Manufacturing Cemstone Concrete Materials Cemstone Supply
 Amcon Concrete Products Cemstone Products Company Roberts Concrete
 Cemstone Aggregates Cemstone Ready Mix TCC Materials

Check appropriate box(es) of products and services you intend on purchasing:

- Aggregates Concrete Placing Services Retaining Wall Block
 Bagged Concrete, Mortar, and Rock Concrete Repair & Restoration Sealers & Curing Agents
 Brick & Stone Precast Products Tile Setting Products
 Cherry Stone Grits Ready Mixed Concrete Tools & Equipment
 Concrete Block Other: _____

For each officer, shareholder, partner, or owner please provide the information requested below:

1. Owner/Officer: _____
Title: _____ Social Security # _____
Residential Address: _____
2. Owner/Officer: _____
Title: _____ Social Security # _____
Residential Address: _____
3. Owner/Officer: _____
Title: _____ Social Security # _____
Residential Address: _____
4. Owner/Officer: _____
Title: _____ Social Security # _____
Residential Address: _____

Bank Reference

1. Name: _____ Account # _____
City/State/Zip: _____

Credit References

1. Name: _____ Phone: () _____
Email: _____ Fax: () _____
City/State/Zip: _____
2. Name: _____ Phone: () _____
Email: _____ Fax: () _____
City/State/Zip: _____
3. Name: _____ Phone: () _____
Email: _____ Fax: () _____
City/State/Zip: _____
4. Name: _____ Phone: () _____
Email: _____ Fax: () _____
City/State/Zip: _____

Internal Use Only:

Date Reviewed: _____ Reviewed by: _____ Credit Limit Authorized: \$ _____ Authorized by: _____

CREDIT ACCOUNT TERMS

In consideration of Cemstone Products Co., Cemstone Ready Mix, Inc., Cemstone Concrete Materials LLC., Twin City Concrete Products, Roberts Concrete Products, Akona Manufacturing, LLC, and Amcon Concrete Products, LLC (collectively "Company") selling to (*business name*) _____ (the "Purchaser") on an open end account and in reliance on the representations of (*owner names*) _____ (jointly and severally "The Applicant"), the Purchaser and Applicant agree to the following credit terms regarding any purchases made by the Purchaser, the Applicant, or their agents including those ordered by E-mail, facsimile or telephone:

- 1. The Applicant is authorized to execute this document on behalf of the Purchaser and agrees that a facsimile or electronic mail copy of this document may be used as an original copy by Company for any purpose.
- 2. Payment to Company by Purchaser on its open credit accounts shall be made by the thirtieth (30th) day following each of Purchaser's orders and the resulting delivery of products and services by Company. The Purchaser shall pay INTEREST at a RATE OF 1 1/2% per month (an ANNUAL PERCENT RATE OF 18%) on the unpaid balances owed at the end of the previous billing cycle after subtracting any payments made and credits allowed during a billing cycle.
- 3. All materials and services purchased from Company by Purchaser shall be for business purposes only and not for personal use. Applicant and Purchaser acknowledge that this document is not a consumer credit contract as defined by applicable federal or state laws.
- 4. Purchaser shall pay all collection costs incurred by Company including, but not limited to, arbitration, mediation, or litigation (court) costs and its reasonable attorney fees.
- 5. Purchaser waives notice from Company of nonpayment of any past due accounts and submits to the personal and subject matter jurisdiction and venue of the District Court in Dakota County or Ramsey County, Minnesota at Company's discretion.
- 6. Company may assign, in whole or in part, Purchaser's credit account balance to another entity and said assignee shall have the same rights as accorded herein to Company. Company may also terminate Purchaser's open credit account at any time without cause.
- 7. The opening of a credit account by Company for Purchaser is not a commitment by Company to sell or deliver goods to Purchaser.
- 8. Purchaser shall further be bound by Company's General Terms and Conditions of Sale as set out in Company's quotation and price sheets. The credit terms contained herein are neither a limitation, nor an election, of the remedies that Company may use to protect its rights due to the extension of credit, or the sale of goods and services, to Purchaser.
- 9. Purchaser and Applicant both hereby authorize their credit references or any organization in the business of providing credit information (Credit Reporting Agencies) to provide Company all the information it requests from time to time about Purchaser and Applicant.
- 10. APPLICANT FURTHER AGREES TO BE INDIVIDUALLY BOUND BY ALL TERMS SET OUT ABOVE AND AGREES TO BE RESPONSIBLE FOR PAYMENT OF PURCHASER'S CREDIT ACCOUNT BALANCE TO COMPANY OR ITS SUBSIDIARIES. Applicant acknowledges that this is a continuing guaranty and shall be in effect as to all sales made by the company to either written purchaser prior to receipt by the company of either written notice from applicant of termination of this Guaranty or written notice of death of the applicant. Said written notice must be sent by certified or registered mail to: Credit Manager, Cemstone Companies, 2025 Centre Pointe Boulevard, Suite 300, Mendota Heights, MN 55120.

Purchaser (business name): _____ Date: _____

Signature required: _____
 (Applicant individually and on behalf of Purchaser) Print Name Title

Signature required: _____
 (Applicant individually and on behalf of Purchaser) Print Name Title

Signature required: _____
 (Applicant individually and on behalf of Purchaser) Print Name Title