



## CREDIT ACCOUNT APPLICATION

By filling out this credit application you are applying for credit with Cemstone and TCC Group Companies including, TCC Materials, Amcon Concrete Products, Borgert Products, Cemstone Products Company, Cemstone Concrete Materials, LLC, Cemstone Ready Mix, Inc. and Roberts Concrete Products. The 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: St	ate: Zip Co	ode:
County:		
Phone: ( )	Facsimile: () _	
Website:		
Business Type:   Corporation	☐ Partnership ☐ Propi	rietorship (individual)
Date started or Incorporated:	State of Registration or Ir	ncorporation:
Federal ID No. (Required)	Credit Line Requested:	\$ Request COD Only
Sales Tax Exempt:   Yes  Yes  Yes  Yes  X*Please note: Tax Exemption forms for proje		
Customer Type:   Contractor	☐ Dealer ☐ Other:	:(please specify)
Classification of Company:		
☐ Agricultural ☐ Concrete Masonry	☐ Curb & Gutter ☐ Gener	ral Contractor   Highway
☐ Municipal   Government   Private	☐ Poured Walls ☐ Reside	ential Utilities
Phone: ()  Email:  Primary Purchasing Region (States, Countie  f you have already been working with a sale  Do you require a Purchase Order:   Yes	es, Cities, etc.):	
Our company sends invoices electronically.  nvoice Email:	•	
Check appropriate box(es) of specific cor	mpany/companies you intend to pu	urchase from:
☐ Amcon Concrete Products	☐ Cemstone Ready Mix, Inc	c.
☐ Borgert Products	☐ Roberts Concrete Produc	ets
☐ Cemstone Concrete Materials, LLC	☐ TCC Materials	
☐ Cemstone Products Company		
Check appropriate box(es) of products and s	services you intend on purchasing:	
□ Aggregates	☐ Concrete Placing Services	☐ Retaining Wall Block
☐ Bagged Concrete, Mortar, and Rock	□ Concrete Repair & Restoration	on   Sealers & Curing Agents
_ bagged controlet, Mortal, and Hook	- Concrete Hopaii a Hooterati	
☐ Brick & Stone	☐ Precast Products	☐ Tile Setting Products
	<ul><li>☐ Precast Products</li><li>☐ Ready Mixed Concrete</li></ul>	☐ Tile Setting Products☐ Tools & Equipment

Title:	Social Security #	
	, ,	
	Social Security #	
Residential Address:		
Title:	Social Security #	
Residential Address:		
Title:	Social Security #	
Residential Address:		
Bank Reference		
1. Name:	Account #	
City/State/Zip:		
Supplier References		
	Phone: ()	
	Fax: ()	
	Phone: ()	
Email:	Fax: ()	
City/State/Zip:		
3. Name:	Phone: ()	
Email:	Fax: <u>( )</u>	
City/State/Zip:		
	Phone: ()	
Fmail:	Fax: <u>( )</u>	

## **CREDIT ACCOUNT TERMS**

Iln consideration of Cemstone and TCC Materials including, Amcon Concrete Products, Borgert Products, Cemstone Products Company, Cemstone Concrete Materials, LLC, Cemstone Ready Mix Inc., and Roberts Concrete Products. (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.
- 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, 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	