



TEXAS CRUSHED STONE COMPANY

P.O. Box 1000 · Georgetown, Texas 78627-1000 · Phone 512/930-0106 · Austin 512/255-4405 · Fax 512/244-6055 · txcrushstone@msn.com

CREDIT INFORMATION CHECK LIST

To expedite your Credit Application request, please provide the most current and complete information available with all phone numbers and fax numbers.

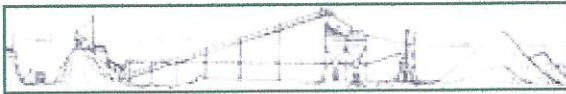
- ☐ APPLICATION SIGNED
- ☐ PERSONAL GUARANTY SIGNED **(REQUIRED)**
- ☐ INFORMATION ON 1ST JOB
- ☐ BANKING REFERENCES
- ☐ IF TAX EXEMPT PLEASE, INCLUDE APPROPRIATE FORM
- ☐ FAX FORMS
- ☐ MAIL ORIGINALS

Thank You,

Stephanie Hewtty

Stephanie Hewtty
Credit & Collections Manager

If you have any questions please feel free to call: (800) 772-8272



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TEXAS CRUSHED STONE COMPANY'S CREDIT POLICY

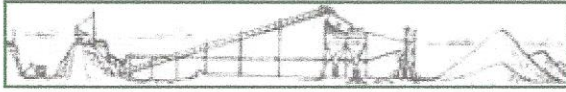
The goal of Texas Crushed Stone Company's credit policy is to give a competitive advantage to companies who can and do pay their suppliers in a timely manner.

In order to process your request for credit, please provide and understand the following:

1. Complete credit application.
2. Have a net worth of at least \$5 million or sign a personal guaranty.
3. If meeting the above with a net worth of \$5 million, provide audited financials or an alternative method to independently verify net worth.
4. Have the financial resources and willingness to pay for material without waiting for your customer (owner/general contractor) to pay you.
5. Understand that Texas Crushed Stone Company (TCS) will investigate your payment history by using a credit agency and your references.
6. Accounts that pay over 45 days after invoice or accounts that have chronic bookkeeping problems are not acceptable for extension of credit by TCS.
7. TCS systematically protects its lien and payment bond rights. You will be asked to provide information regarding the destination and use of material. If material is not paid for within 45 days of shipment, letters of intent to lien will be sent.
8. TCS sets credit limits on credit accounts. Please tell us how much credit you will need. Setting credit limits will be based on our credit investigation, the type of material you will be buying and the type of jobs you will be building.

If you feel that you do not meet the criteria outlined above, a prepaid account is available to you. The prepaid account allows a \$.30 per ton discount on all material.

TCS's goal is to be the low cost, most efficient producer of crushed limestone. We do not use credit as a marketing tool. If you need crushed limestone, we want to be your Supplier. If you are looking for someone to help finance your business and or jobs, you will be happier with other suppliers.



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Company Name: _____ Phone: _____

Form of Business (INC, LLC, LTD, etc.) _____

FAX: _____ EMAIL: _____

Mailing Address: _____

Physical Address: _____

Town: _____ State: _____ Zip: _____

President or Primary Manager: _____

Other Mangers: (1) _____ (2) _____

How Long in Business? _____ Type of Business? _____

How do you intend on making your payments? ☐ discount ☐ 30 days ☐ 45 days ☐ pay when you get paid

Tax Exempt: ☐ Yes ☐ No

PLEASE PROVIDE EXEMPTION FORM IF YES.

PLEASE LIST THREE SUPPLIERS YOU HAVE CREDIT HISTORY WITH:

PLEASE SUPPLY NAMES, PHONE AND FAX NUMBERS TO PREVENT DELAYS.

Phone _____

Fax _____

Phone _____

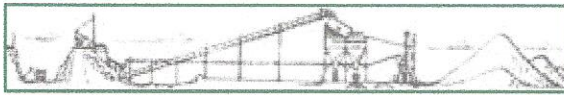
Fax _____

Phone _____

Fax _____

I am submitting the above information to Texas Crushed Stone Co. (TCS) for their use in considering this application for credit. If approved, I agree to make payment of the amount of the current balance of the credit account to TCS at its office in Georgetown, Williamson County, Texas, within thirty (30) days of the date of invoice. I agree that a delinquent charge may be added. Purchases and/or deliveries are herewith authorized to be made without signature. I agree that if legal action is brought to collect any sum due TCS, the venue of such legal action shall be in Williamson County, Texas.

OWNER SIGNATURE _____ DATE _____



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CONTINUING AND UNLIMITED PERSONAL GUARANTY OF PAYMENT

STATE OF TEXAS *
COUNTY OF WILLIAMSON *

Texas Crushed Stone Company (TCS) anticipates and desires to make sales on credit to (name of company) _____ . I, (person guaranteeing payment) _____ , will benefit personally from the making of such sales on credit to said company. In consideration for the extension of credit to said company, which I agree is sufficient consideration, I, the undersigned, personally guarantee, absolutely and unconditionally, at all times, and agree to pay to TCS at its office in Georgetown, Williamson, County, Texas, any and all debt or other claims owed to TCS by (name of company) _____ .

I waive notice of acceptance of this guarantee and all notices of the goods and merchandise sold by TCS to said company and all notice defaults of the company. I consent to any extension of time or times of payment of said indebtedness or renewal at any time of said indebtedness or portion thereof by TCS.

This is a continuing guarantee and the extension of time or times of payment or the acceptance or any payment on the account or the acceptance of notes, drafts, or any security from the company will not weaken or impair the validity of this guarantee.

If any purchase made by the company from TCS is not paid at maturity, TCS will have the right to proceed against me at any time, jointly and severally, without notice and without any proceedings or action against the company and I waive any demand for payment. I further agree that if legal action is brought to collect payment on the indebtedness which I guarantee, that legal action against me may be brought in Georgetown, Williamson County, Texas. As an authorized agent of said company, I also agree on behalf of said company, that any legal action brought in connection with any claim against the company may be brought in Georgetown, Williamson County, Texas.

This guarantee will not be affected in any manner by any change in status of the company. Should the company become bankrupt or insolvent, TCS will have the right, at its option, without demand or notice, to proceed against me at any time for the amount of the entire debt or claim due or owed to TCS, including costs of collection and attorneys fees, and to proceed against me individually for the entire claim without resort to the bankruptcy court.

Signed this _____ day of _____, 201_____

INDIVIDUAL GUARANTOR SIGNATURE

WITNESS SIGNATURE

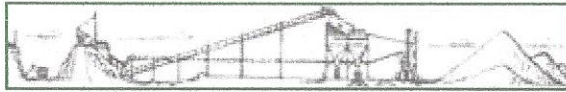
INDIVIDUAL GUARANTOR PRINTED NAME

WITNESS PRINTED NAME

GUARANTOR'S HOME ADDRESS

GUARANTOR'S HOME PHONE

AND ZIP



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Authorization for release of credit information

I, _____, hereby authorize

_____, _____
Bank Name Bank Address

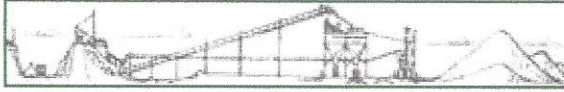
to release information regarding account # _____ to

Texas Crushed Stone Company for the purpose of establishing credit.

Signature Date

Account Name

Address



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1st JOB INFORMATION SHEET: MUST BE COMPLETE

Request for information: OWNER-GENERAL CONTRACTOR-SUB CONTRACTOR-BONDING COMPANY

Job Name:

Job Address:

Owner of Property

Name _____

Sub Contractor _____

Address _____

Address _____

City, State, Zip _____

City, State, Zip _____

General
Contractor _____

Bonding
Company _____

Address _____

Address _____

City, State, Zip _____

City, State, Zip _____

To Whom It May Concern:

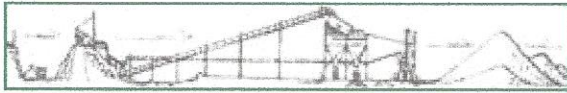
TEXAS CRUSHED STONE COMPANY is furnishing materials on the above referenced construction project. We are respectfully submitting to you our request to furnish information as required by Texas Property Code, Section 53.159.

Thank you for your cooperation and prompt attention.

Thank You,

Stephanie Hewtty

Stephanie Hewtty
Credit & Collections Manager



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TERMS AND CONDITIONS

All invoices shall be based on certified scale weights, including moisture at time of shipment. All materials furnished under this contract are subject to acceptance by the Purchaser at the Sellers Plant. Seller warrants the materials as meeting applicable quality specifications at Seller's plant and assumes no responsibility for the materials after they leave Seller's plant. Purchaser is encouraged to maintain, at Purchaser's cost and election, inspectors or observers at Seller's plant to insure that materials being furnished under this contract meet the applicable quality specifications. Such inspectors or observers will be permitted reasonable use of Seller's laboratory facilities, or they may furnish their own laboratory facilities to take such samples and make such test at Seller's plant as reasonable. THE FOREGOING PROVISIONS ARE IN LIEU OF, AND SELLER HEREBY DISCLAIMS, EXCLUDES AND NEGATES, ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR CONFORMITY TO MODELS OR SAMPLES OF MATERIALS.

All accounts are payable in current funds at the office of the seller, P. O. Box 1000, Georgetown, TX 78627. Payments on account by the Purchaser shall be applied on the oldest unpaid items of account in order of original date. Subject to the provisions of the preceding paragraph, a discount as indicated on each project will be allowed on invoices for all shipments made from the first to the end of the month, inclusive, if paid by the tenth of the following month. Accounts are payable gross upon expiration of discount period, and shall become past due on the last day of the month following purchase. Interest will be charged at the rate of ten percent (10%) per annum on all past due accounts. If, at any time, the financial responsibility of the Purchaser becomes impaired, the Seller shall have the right to require payments in advance or other satisfactory security or guarantee that invoices will be paid promptly when due.

The Seller shall have the right to discontinue shipments on any past due account. All quotations and contracts are subject to the contingencies of production and shipping; and Seller will not be responsible for, and Seller's obligations under this contract shall be suspended during the continuance of, Seller's inability to carry out its obligations, wholly or in part, due to inability to secure transportation facilities; delays in transit; strikes, lockouts, or other labor difficulty; war; acts of God; lightning, fire, storm, flood or explosion; governmental action, delay, restraint or inaction; governmental rules, regulations and ordinances, including , without limitation, environment requirements or constraints; and other causes whether of the kind specifically enumerated or otherwise, which are not reasonable within the control of Seller. All processing, manufacturing, severance, transactions and/or sales taxes becoming effective after the date of this quotation shall be added to the invoices and paid by the Purchaser, unless otherwise provided by law. All contracts and agreements are subject to acceptance by the Home Office of the Seller and the approval of his credit department. If purchased material is not paid within 45 days, you may expect Texas Crushed Stone to perfect lien rights. After payment and upon request, Texas Crushed Stone will furnish a lien release conditioned upon date of delivery. Lien releases will have terms drafted by Texas Crushed Stone. If it is foreseen that other lien documentation will be needed, such documentation will only be considered if furnished in writing prior to shipment of material.

Revised June 11, 2010