

CREDIT APPLICATION AND AGREEMENT

This Application is required by Webb Concrete and Building Materials, Inc., for the purposes of evaluating credit applications and for establishing terms upon which credit may be granted. Neither this Application nor any extension of credit hereunder creates any continuing obligation on the part of Webb Concrete and Building Materials, Inc., its owners, agents, or employees. The applicant understands that Webb Concrete and Building Materials, Inc. reserves the right to terminate any extension of credit at any time, with or without notice, for any reason, and to change the terms by which credit is extended at any time, with or without notice, for any reason.

PAYMENT FOR ALL PURCHASES MADE ON CREDIT ARE DUE ON THE 10^{TH} DAY OF THE FOLLOWING MONTH.

Legal or Business Name o	f Applicant:				SS#:
Street Address:		City:		State:	Zip:
Mailing Address:		City:		State:_	Zip:
Phone:	Fax:		E-Mail:		
Name & Address of Emplo	oyment:				
How Long Employed:	Phone: _		Annual I	ncome:	\$
Shipping Address:					
Amount of Credit Request	ed: \$	_ Type of Business:		_ How	Long in Business:
Monthly Statement (please	e check one):E-Ma	iled to the E-Mail a	ddress above		_Mailed to the address abov
B. Banking Informati	<u>on</u>				
Bank	Branch	Phone			
Address	City	State	Zip		
AddressOfficer Contact	•	State	Zip		
Officer Contact	·		-		otaining and/or reviewing cred
Officer Contact I hereby authorize ba	·	nformation requeste	-		
Officer ContactI hereby authorize ba	nk named above to release i	nformation requeste	-		
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Officer Contact I hereby authorize ba	nk named above to release i ss, please complete C & on Owner	nformation requested b D as well.	d for the purpo	ose of ob	otaining and/or reviewing cred
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LOCATION _____

SALESMAN ___

The preceding information is for the purpose of obtaining credit and is warranted to be true. The undersigned applicant ("Applicant") hereby authorizes Webb Concrete & Building Materials, Inc. ("Webb") to investigate all references and customary credit information sources including consumer credit reporting repositories regarding Applicant's credit and financial responsibility for the purpose of obtaining credit and periodic review for the purpose of maintaining the credit relationship.

WHERE MATERIALS ARE USED: Applicant agrees to provide Webb with the locations, street addresses, and, when necessary, property descriptions of all properties where materials are delivered and used, as well as provide any other information about such properties (e.g. property owner, status of liens on such property) as Webb may request.

CREDIT POLICY: Statements are rendered monthly. C.O.D. restrictions may be placed on any past due account.

INVOICES: Applicant agrees that the terms, amounts of materials, and prices included or listed on any invoice issued by Webb to Applicant are presumed correct, and that Applicant assents to the terms, amounts of materials, and prices thereon unless Applicant objects in writing by facsimile or nationally recognized overnight courier service to an invoice within five (5) business days of the date set forth on an invoice.

CREDIT TERMS: Payment for all purchases made on credit are due on the 10th day of the following month. A service charge of one- and one- half percent (1 1/2 %) per month or eighteen percent (18%) per annum or the highest legal rate, which ever is less may be assessed on delinquent invoices. Applicant and Guarantors agree to pay all costs of collecting any amounts due, including but not limited to reasonable attorneys' fees.

RETURNED ITEMS: All stock items purchased from us, if returned in original condition within 30 days of purchase, will be credited to your account and may be subject to a restocking fee. Special ordered items are NOT returnable and credit will not be issued for these items. Webb Concrete and Building Materials, Inc., is not responsible for items returned to and left at any location without a sales receipt. "Special Made Goods" means those goods which are unique, non-stock items, or manufactured to Applicant's particular specifications and which cannot be readily sold to a third party or otherwise utilized by Webb. "Stock Goods" are goods which are stock items, and not manufactured to Applicant's specifications and which may be resold to a third party or otherwise utilized by Webb.

Applicant agrees to the terms, conditions and agreements contained in the Rider to Webb Concrete & Building Materials Credit Application and Agreement attached hereto and incorporated herein by reference.

Applicant certifies that this request is for the extension of credit for business purposes only and not for the extension of credit for personal, family or household purposes.

CONSENT TO OBTAIN CREDIT REPORT

The undersigned individual(s) who is/are either the Applicant(s) individually, a principal, related party, or sole proprietors of the Applicant, recognizing that his or her credit history may be a factor in the evaluation of the credit history of the Applicant, hereby consents to and authorizes the use of a consumer credit report on the undersigned, from time to time as may be needed, in the credit evaluation process.

APPLICANT'S SIGNATURE ATTESTS FINANCIAL RESPONSIBILITY, ABILITY AND WILLINGNESS TO PAY IN ACCORDANCE WITH THE ABOVE TERMS:

Applicant Name:		_
Ву:	(Individual Name)	Title:
Ву:	(Individual Name)	Title:

PERSONAL GUARANTY

For valuable consideration, the receipt of which is acknowledged, the undersigned (as individuals and jointly and severally, hereinafter referred to collectively as the "Guarantors") hereby absolutely and unconditionally guarantee to Webb the prompt and complete performance by Applicant of each and all of Applicant's obligations to Webb and the full and prompt payment by Applicant of all amounts, damages, costs and expenses (including attorneys' fees) that Applicant may be obligated to pay to Webb (the "Obligations"). Guarantors' liability hereunder is direct, immediate, absolute, continuing, unconditional and unlimited and shall remain in full force and effect until the Obligations of Applicant under or pursuant to the Agreement or to any other Obligations owing from Applicant to Webb have been performed in full, irrespective of bankruptcy, insolvency, merger, reorganization, termination, discontinuation or dissolution of Applicant or any assignment by Applicant. Webb shall not be required to proceed against Applicant or any security interest or lien it may have or to enforce any other remedy before proceeding against the Guarantors. Guarantors hereby waive any claim or any other right which the Guarantors might now have or hereafter acquire against Webb, its agents, and its assigns. This guaranty is of payment and performance and not of collection. This Personal Guaranty does not impose any obligation on Webb to extend or continue to extend credit or otherwise deal with Applicant at any subsequent time.

The undersigned personal Guarantors, recognizing that his or her individual credit history may be a necessary factor in the evaluation of this personal guarantee, hereby consents to and authorizes the use of a consumer credit report on the undersigned, but the above named business credit grantor, from time to time as may be needed, in the credit evaluation process.

Guarantor - Print Name	Sign Name	Date
Guarantor - Print Name	Sign Name	Date
Witness	_	

RIDER TO WEBB CONCRETE & BUILDING MATERIALS CREDIT APPLICATION AND AGREEMENT (the "Agreement")

AFFIRMATIVE COVENANTS. Applicant agrees that from the date of the execution of this Agreement and until final payment in full of the Obligations under this Agreement or any prior or subsequent agreements with Webb, unless Webb shall otherwise explicitly consent in writing, Applicant will: Business Continuity. Conduct its business in substantially the same manner and locations as such business is now and has previously been conducted. Payment of Debts. Pay and discharge when due, and before subject to penalty or further charge, and otherwise satisfy before maturity or delinquency, all Obligations, debts, taxes, and liabilities of whatever nature or amount, except those which Applicant in good faith disputes. Providing Information. Deliver promptly such other information regarding the operation, business affairs, and financial condition of Applicant which Webb may reasonably request at Webb's sole and subjective discretion, including, without limitation, the address and legal description of any real property where any materials supplied by Webb to Applicant may be used, the owner of such real property, and the date when the materials supplied by Webb may have first been used at such real property.

CORPORATE OR OTHER POWER. Applicant warrants that it has the power and authority to execute and perform this Agreement, to borrow hereunder and to execute and deliver this Agreement. Applicant further warrants that its performance hereunder shall not constitute a breach of any agreement to which Applicant is a party.

DETERMINATION OF AMOUNTS DUE. Webb's determination of the amounts due to it from Applicant shall at all times be indisputable and deemed correct. Applicant, at all times, shall cooperate with Webb by providing Webb information and access to Applicant's premises and business records and shall be courteous to Webb's agents.

NO THIRD-PARTY BENEFICIARY; NO WARRANTY BY WEBB; INDEMNIFICATION. No Third-Party Beneficiary. The parties hereto do not intend the benefits of this Agreement to inure to any third party. Notwithstanding anything contained in this Agreement or any other agreement or representation or any course of conduct by any of the parties hereto, this Agreement shall not be construed as creating any rights, claims, or causes of action against Webb, or any of its officers, agents, or employees, in favor of any owner or possessor of any property at which the materials provided in contemplation of this agreement may be used, contractor, subcontractor, supplier of labor, other materials or services, or any of their respective creditors, or any other person or entity other than Applicant. No Warranty by Webb; Indemnification. Nothing contained in this Agreement or any other accompanying documentation or representation by Webb to Applicant shall constitute or create any duty on or warranty by Webb regarding (i) the proper application of the proceeds or materials provided in contemplation of this Agreement by Applicant or any general contractor or any subcontractor, (ii) the quality or condition of any project wherein the materials provided in contemplation of this Agreement are provided, or (iii) the competence or qualifications of the general contractor or any other party furnishing labor or other materials in connection with construction of the project. There are no warranties which extend beyond the description on the face of the Application. There are no warranties express nor implied given by Webb to Applicant, and no course of dealing shall give rise to any express nor implied warranties by Webb to Applicant. There are no express nor implied warranties of fitness for a particular purpose nor warranties of merchantability given by Webb to Applicant. All products sold by Webb to Applicant are "Sold As-Is, Where Is." -Applicant (a) acknowledges that Applicant has not relied and will not rely upon any experience, awareness or expertise of Webb regarding such matters, and (b) shall indemnify, hold harmless, and defend Webb from any costs, expenses, damages, judgments, or liabilities, including without limitation, attorneys' fees, arbitration fees, and expert witness fees, arising from or connected with (i) such matters, (ii) payment or non-payment for labor or materials furnished for construction of any project, (iii) any claims of mechanics or materialmen, or (iv) any action or inaction by Applicant with respect to the foregoing. Moreover, Applicant will indemnify Webb and its affiliates from and against any losses, liabilities, claims, damages, penalties or fines imposed upon, asserted or assessed against or incurred by Webb arising out of the inaccuracy or breach of any of the representations contained in this Agreement or any other agreement between Webb and Applicant. The indemnity given by Applicant to Webb extends to all claims related to labor and materials by any property owner in which Webb's goods or material were installed by Applicant or Applicant's subcontractor, casual laborers, and others working at the direction of Applicant.

FEES, APPLICABLE LAW, JURISDICTION. Fees. Applicant shall pay all of Webb's reasonable expenses actually incurred to enforce or collect any of obligations associated with this Agreement including, without limitation, reasonable arbitration, paralegals', attorneys' and experts' fees and expenses, whether incurred without the commencement of a suit, in any trial, arbitration, or administrative proceeding, or in any appellate or bankruptcy proceeding (together with all other principal, interest, fees, costs, and other expenses Applicant owes to Webb, collectively, the "Obligations"). Applicable Law. This Agreement shall be governed by and construed under the laws of the State of Alabama. Jurisdiction. Applicant irrevocably agrees to non-exclusive personal jurisdiction in the State of Alabama.

OTHER PROVISIONS. Final Agreement. This Agreement (and the terms of any and all invoices issued to Applicant) represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties. **Time is of the Essence.** In all matters pertaining to this Agreement, time is of the essence. **Notice of Guarantor's Incapacity.** Applicant covenants to inform Webb within ten (10) days' time upon learning of the death or incapacity (legal or physical) of any Guarantor.

LIMITATION ON LIABILITY; WAIVER OF PUNITIVE DAMAGES. EACH OF THE PARTIES HERETO, INCLUDING WEBB BY ACCEPTANCE HEREOF, AGREES THAT IN ANY JUDICIAL, MEDIATION OR ARBITRATION PROCEEDING OR ANY CLAIM OR CONTROVERSY BETWEEN OR AMONG THEM THAT MAY ARISE OUT OF OR BE IN ANY WAY CONNECTED WITH THIS AGREEMENT, ANY OTHER AGREEMENT OR DOCUMENT BETWEEN OR AMONG THEM OR THE OBLIGATIONS EVIDENCED HEREBY OR RELATED HERETO, IN NO EVENT SHALL ANY PARTY HAVE A REMEDY OF, OR BE LIABLE TO THE OTHER FOR, (1) INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR (2) PUNITIVE OR EXEMPLARY DAMAGES. EACH OF THE PARTIES HEREBY EXPRESSLY WAIVES ANY RIGHT OR CLAIM TO PUNITIVE OR EXEMPLARY DAMAGES THEY MAY HAVE OR WHICH MAY ARISE IN THE FUTURE IN CONNECTION WITH ANY SUCH PROCEEDING, CLAIM OR CONTROVERSY, WHETHER THE SAME IS RESOLVED BY ARBITRATION, MEDIATION, JUDICIALLY OR OTHERWISE.

WAIVER OF JURY TRIAL. TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH OF APPLICANT BY EXECUTION HEREOF AND WEBB BY ACCEPTANCE HEREOF, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT EACH MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONNECTION WITH THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY WITH RESPECT HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT TO WEBB TO APPROVE THIS APPLICATION. EACH OF THE PARTIES AGREES THAT THE TERMS HEREOF SHALL SUPERSEDE AND REPLACE ANY PRIOR AGREEMENT RELATED TO ARBITRATION OF DISPUTES BETWEEN THE PARTIES CONTAINED IN ANY LOAN DOCUMENT OR ANY OTHER DOCUMENT OR AGREEMENT HERETOFORE EXECUTED IN CONNECTION WITH, RELATED TO OR BEING REPLACED, SUPPLEMENTED, EXTENDED OR MODIFIED BY, THIS AGREEMENT.