

CREDIT APPLICATION
(CEMENT)



Sales Associate: _____

Primary Shipping Location: _____

LEGAL NAME OF BUYER				EMAIL ADDRESS - REQUIRED			
PLEASE SELECT ONE <input type="checkbox"/> SOLE PROPRIETORSHIP <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> CORPORATION <input type="checkbox"/> NON PROFIT ORG. <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> L.L.C							
STREET ADDRESS		CITY		STATE		ZIP+4 - Required	
MAILING ADDRESS		CITY		STATE		ZIP+4 - Required	
COUNTY - Required			BUSINESS PHONE			BUSINESS FAX	
SALES TAX EXEMPT <input type="checkbox"/> YES <input type="checkbox"/> NO <small>Resale/Exemption Certificate must be attached for account to be set up as Exempt</small>	FAILURE TO PROVIDE EXEMPTION CERTIFICATE <i>or</i> <small>point of sales invalidates Tax Exempt Status. Buyer will be responsible for the remittance of taxes due.</small>		ANNUAL SALES	No. OF EMPLOYEES		GENERAL CONTRACTORS LICENSE No. AND STATE	
TYPE OF APPLICANT: CIRCLE ONE OR MORE							
TAX EXEMPT NUMBER	BONDING COMPANY		TELEPHONE	BUSINESS START DATE		Residential Builder	Sub-Contractor
						Curbs	Military
						General Contractor	Dealer/Distributor
						Govt	DOT
AP CONTACT	AP E-MAIL		PHONE	ESTIMATED PURCHASE VOLUME PER MONTH		TYPE OF CEMENT	
						<input type="checkbox"/> BULK & BAGS <input type="checkbox"/> BULK ONLY <input type="checkbox"/> BAGS ONLY	

OWNER INFORMATION		OFFICER INFORMATION	
NAME		NAME	
ADDRESS		TITLE	PHONE NUMBER
SSN#		EMAIL ADDRESS	
PHONE NUMBER		NAME	
OWNER INFORMATION		TITLE	PHONE NUMBER
NAME		EMAIL ADDRESS	
ADDRESS		NAME	
SSN#		TITLE	PHONE NUMBER
PHONE NUMBER		EMAIL ADDRESS	

TRADE REFERENCES			
NAME	ADDRESS	TELEPHONE #	HIGH CREDIT
1.			
2.			
3.			

ARGOS ONE - ENROLLMENT - Required			
Once approved for Credit you will automatically be enrolled in our Online Argos One Portal. Please confirm your Argos One Administrator(s)			
<u>Online Ordering</u>	NAME	EMAIL ADDRESS	
<u>Online Payments</u>	NAME	EMAIL ADDRESS	

THIS APPLICATION IS SUBMITTED FOR THE PURPOSE OF OBTAINING CREDIT FROM ARGOS USA, LLC AND ITS SUBSIDIARIES AND AFFILIATED COMPANIES (hereinafter collectively and each individually referred to as "ARGOS") Buyer, as defined herein, certifies that it is solvent and capable of meeting its obligations hereunder, and that all information (including any requested financial statements) provided ("Argos") is true, accurate and complete, AND THAT HE/SHE IS AUTHORIZED TO PROVIDE THIS INFORMATION AND ENTER INTO THIS APPLICATION WITH ARGOS. Buyer and each Guarantor, as identified on page 3 of this Credit Application, authorize Argos to request credit reports from credit bureaus (including consumer reporting agencies) regarding their respective commercial or personal credit and otherwise to investigate their respective creditworthiness before extending credit now or at any time in the future. ARGOS MAY TERMINATE ANY CREDIT AVAILABILITY, OR LOWER OR RAISE THE CREDIT LIMIT, AT ANY TIME WITHIN ITS SOLE DISCRETION. Buyer also agrees to comply with all applicable bulk sales laws. Buyer agrees that all Terms and Conditions of Sale, located on page 2 of this Credit Application, may be amended from time to time, shall apply to all sales and extensions of credit made to Buyer by Argos. THE UNDERSIGNED AGREES THAT A FACSIMILE, PHOTOCOPY, STAMPED OR ELECTRONIC IMAGE OF HIS / HER SIGNATURE SHALL BE BINDING AS AN ORIGINAL SIGNATURE AND CONSENTS TO THE USE OF ARGOS ONE PORTAL, ELECTRONIC DOCUMENTS, COMMUNICATIONS, AND ELECTRONIC CHECK CONVERSIONS FOR CHECKS OR CHECKING INFORMATION PRESENTED TO ARGOS FOR PURCHASES OR BILL PAYMENTS.

SIGNATURE OF BUYER'S AUTHORIZED REPRESENTATIVE	PRINTED NAME	TITLE	DATE
WITNESS SIGNATURE	PRINTED NAME	WITNESSED VIA	DATE

Basic Terms and Conditions of Sale (CEMENT)

The following terms and conditions will APPLY to all sales of goods by Argos USA, LLC (hereinafter referred to as "ARGOS") including sales on the Account:

- A) TERMS OF SALE:** A cash discount applies to the following products: \$1.00 per short ton (\$1.10 per metric ton) for bulk cement, and \$0.05 per bag for package cement will be allowed on invoices paid in full not later than the 10th day of the month following the month in which shipments were made. All past due balances will be subject to a service charge of one and one half percent (1-1/2%) or the highest rate permissible by law. Notwithstanding the foregoing, all orders are subject to Argos' continuing approval of Buyer's credit. If Buyer's credit is not approved or becomes unsatisfactory to Argos then Argos, in its sole discretion, may suspend or cancel performance, or require different payment terms, including but not limited to cash on delivery or in advance of shipment. **Argos does not accept Debit Cards, Prepaid Cards or Gift Cards for payment. Use of Credit Cards could incur credit card processing fees.**
- If payment is not made as agreed, Buyer agrees to pay ARGOS: (a) all costs, expenses and attorney fees related to collection, whether or not suit is filed, through appeal, judgment enforcement, garnishment or otherwise, and; (b) pre-judgment and post-judgment interest at the rate of 18% per annum simple interest. In the event of suit brought by ARGOS or Buyer relating to or arising out of any dealings between ARGOS and Buyer, BUYER: (a) WAIVES JURY TRIAL, (b) WAIVES ANY CAUSES OF ACTION, COUNTERCLAIMS, CROSSCLAIMS AND DEFENSES WHICH MAY OR COULD BE ASSERTED; and (c) agrees venue shall be in any court of jurisdiction in either COBB COUNTY, GEORGIA / FULTON COUNTY, GEORGIA / WAKE COUNTY, NORTH CAROLINA / DALLAS COUNTY, TEXAS OR ORANGE COUNTY, FL at the sole option of ARGOS.
 - Buyer agrees that all lien waivers will be effective only to the dollar amount of payments actually received. Buyer agrees that Argos retains its mechanic's lien, payment bond or similar security rights for unpaid deliveries under any and all circumstances, despite any documents or agreements that may state or imply otherwise. If Goods purchased by Buyer are to improve real property, public or private, wherein ARGOS may have rights under applicable federal or state laws. Buyer shall deliver written notice to ARGOS, within ten (10) days from the date of first delivery of Goods to the real property being improved (or sooner if required by applicable law). The notice shall provide: (a) the name and address of owner of the real property; (b) the address of the real property being improved; (c) a copy of the recorded Notice of Commencement, if any, for the improvement; (d) where payment is guaranteed by a surety bond, provide the name and address of the project, general contractor, surety company, the surety bond number and a copy of the bond. ARGOS may exercise any and all rights it may have under STATE law and provide Notices to Owner / Contractor/ Surety, and deal with any of them; and (e) such additional information, if any, required by applicable law. ARGOS shall not be required to provide any release or satisfaction unless ARGOS has been paid in full. If Buyer does not pay for Goods which improve real property, Buyer hereby assigns monies due to the Owner of the property or higher tiered contractor, and grants ARGOS the power and right to notify and DEAL with such Owner or higher tiered contractor to obtain direct payment, enter into contracts, settlements, or compromises regarding amounts, reductions or terms of payment to the extent of any debt due to ARGOS by Buyer. Buyer waives any and all claims related to ARGOS exercise of this right. Buyer authorizes ARGOS to provide a copy of this clause and Buyer's signature on this application to any Owner or higher tiered contractor for the purpose of obtaining assignment and payment hereunder. Buyer directs such Owner or higher tiered contractor to rely on this clause for the purposes of assigning and paying monies to ARGOS. Buyer grants ARGOS the authority and power to file any public record or filing it deems appropriate to exercise the rights herein granted. It shall not be a defense to payment hereunder if ARGOS, in its discretion, elects to forego its rights under this paragraph.
 - Argos will not be responsible for delays in production or delivery resulting from fire, flood, strikes, lockouts, disputes with workers, accidents, war, delays in transportation, equipment failure, shortage of cars, trucks, fuel or materials, governmental interference or regulation, acts of God or any other contingencies beyond Argos's control.
 - THE FOLLOWING IS IN LIEU OF ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND OF ANY OTHER OBLIGATION ON THE PART OF ARGOS, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED, Argos warrants that at the time of delivery, the quality of materials and workmanship of Argos's goods will conform to the requirements of the specifications set forth in the respective sales contract(s), or to Argos's standard manufacturing practice.
 - If the goods furnished by Argos fail to conform, at time of delivery, to Argos' warranty, Argos' sole and exclusive liability will be to repair, replace, f.o.b. Argos' plant with full freight allowed to the jobsite, or upon mutual agreement to credit Buyer's Account for non-conforming or defective material. If repair or replacement is made, Argos will have reasonable time to make such repair or replacement. Notice of non-conformity or defective goods must be given to Argos immediately upon discovery of the non-conformity or defect. Notwithstanding the foregoing; final notice of any non-conforming or defect must be given in writing and sent via certified mail to Argos within thirty (30) days from the date of delivery of such goods. Failure to timely send said notice to Argos shall operate as a conclusive waiver of any dispute pertaining to the alleged non-conforming or defective goods.
 - IN NO EVENT SHALL ARGOS BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, LOSSES OR EXPENSES DIRECTLY OR INDIRECTLY ARISING FROM THE SALE, HANDLING OR USE OF THE GOODS OR FROM ANY OTHER CAUSE OR BREACH INCLUDING, BUT NOT LIMITED TO BREACH OF WARRANTY OR NEGLIGENCE.**
 - No legal action shall be brought by the Buyer against Argos for any claim with respect to any goods sold by Argos to Buyer more than one year after delivery of such goods to the Buyer. It is agreed that any cause of action with respect to such goods will accrue on the date of delivery of such goods.
 - The Buyer hereby consents and agrees ARGOS may secure credit regarding Buyer and any guarantor, individually, and does forever release and discharge ARGOS from any and all claims related thereto.
 - Any quotes, estimates or advance pricing of Goods by ARGOS must be in writing, dated and signed by an authorized agent of ARGOS effective for no more than forty-eight (48) hours from the date of the signed proposal and may be revoked by ARGOS at any time. Notwithstanding any language stating otherwise, the use of credit by Buyer to purchase Goods in question shall be a ratification of this clause and shall override any contrary language in such quote, estimate or advance pricing.
 - This Application sets forth the entire agreement between Buyer and ARGOS. No representation or agreement of ARGOS, its agents or representatives or any modification, addition or amendment dealing with any term hereof shall be binding on ARGOS unless in writing, dated and duly signed on behalf of ARGOS. ARGOS SPECIFICALLY AND EXPRESSLY REJECTS ANY PAY WHEN PAID OR PAY IF PAID CLAUSE. If at any time a business form of Buyer (i.e., purchase order, contract, letter, etc.) conflicts with or is inconsistent with the terms of this application, then the writing or business form provided by Buyer to ARGOS shall be void and the terms hereof shall control. Buyer agrees its purchase orders or similar form and ARGOS acknowledgment(s) or acceptance(s) thereof is solely for Buyer's internal purposes and shall in no way alter the terms hereof. Buyer expressly agrees all purchases, including "CODS," are solely and exclusively controlled by the terms of this application notwithstanding any agreements to the contrary.
 - In the event any payments are made by Buyer to ARGOS which if not properly applied may subject real property to a lien, Buyer agrees the rendition of the monthly statement by ARGOS shall also be deemed a demand on Buyer for direction regarding application of such payment(s). If Buyer fails to provide directions, ARGOS may apply any payment as it determines in its sole discretion. ARGOS has the right of set off against any credits or funds due Buyer. Buyer agrees the remedies and rights granted ARGOS may be exercised or enforced, singularly or cumulatively, in ARGOS's sole discretion. The exercise or non-exercise of any rights or remedies by ARGOS shall not give rise to any cause of action, counterclaim, or defense to payment by Buyer and shall not be deemed a waiver by ARGOS of any right, remedy or other term or condition herein.
 - All notices required hereunder and all requests, disputes or claims Buyer may have in any way related to, arising out of any transaction(s) or dealings with ARGOS must be in writing and delivered by United States registered or certified mail, return receipt requested, postage prepaid, overnight delivery service or personal delivery to Argos USA, LLC - Attn: Credit Manager, 3015 WINDWARD PARKWAY – SUITE 300 – ALPHARETTA, GA 30005. All references in this document to Argos shall include ARGOS and any parent, subsidiary or affiliate of ARGOS, (including any division of the foregoing) whether or not performing any or all of the scope hereunder or specifically identified herein. All references to "Buyer" shall include all parent(s), subsidiaries and affiliates of the entity or person placing the order. Buyer and Argos may be referred to individually as a "Party" and collectively as "Parties."
 - ALL sales to Buyer are subject to these Terms, which shall prevail over any inconsistent terms of Buyer's purchase order or other documents. Additional or different terms and conditions in any way altering or modifying these Terms shall not be binding upon Argos unless specifically accepted in writing by ARGOS. No modification or alteration of these Terms shall result by Argos's shipment of goods following receipt of Buyer's purchase order, or other documents containing additional, conflicting or inconsistent terms. There are no terms, conditions, understandings, or agreements other than those stated herein, and all prior proposals and negotiations are merged herein. These Terms are binding on the Parties, their successors, and permitted assigns.

PLEASE INITIAL THIS PAGE _____

PERSONAL GUARANTY

In consideration of ARGOS USA, LLC - FKA ARGOS READY MIX LLC, ARGOS READY MIX CAROLINAS CORP., SOUTHERN EQUIPMENT COMPANY, INC. ARGOS READY MIX (South Central) CORPORATION, and/or ARGOS CEMENT, LLC, their respective successors, assigns and affiliates, (hereinafter collectively and each individually referred to as "ARGOS"), extending credit to the Buyer named in this credit application ("Buyer"), the undersigned, jointly and severally (each a "Guarantor"), hereby absolutely, unconditionally and irrevocably (except as otherwise expressly provided herein) guarantee the payment and performance when due of all debts, liabilities and obligations of Buyer to ARGOS (the "Obligations") including, but not limited to, all monies due for goods, materials, wares, supplies and merchandise (hereinafter "Goods") ordered, sold or delivered, whether evidenced by invoice, statement, delivery ticket, open account, acceptance, note, or otherwise. This guaranty is intended to be a guaranty of payment and not collection, and a continuing guaranty of all Obligations whether now existing or arising after the date hereof and shall not be affected by any modification, amendment, extension, renewal or increase in the Obligations. Guarantor's obligations and liabilities under this guaranty shall not be released, impaired, reduced or otherwise affected by, and shall continue in full force and effect, notwithstanding the occurrence of any event, including without limitation any one or more of the following events: (a) any defense based on or arising out of the lack of validity or unenforceability of the Obligations or any failure to preserve any right or remedy against Buyer or any Guarantor; (b) any change in the financial condition of Buyer or any Guarantor; (c) any failure to perfect any lien or security interest securing the Obligations or preserve any right, priority or remedy against collateral securing the Obligations, if any ("Collateral"); (d) any bankruptcy, receivership, insolvency, assignment for the benefit of creditors, or other similar proceedings by or against Buyer, any Guarantor or their respective assets or (e) any other occurrence or circumstance whatsoever that might otherwise constitute a legal or equitable discharge, release or defense of a guarantor or surety or which might otherwise limit recourse against any Guarantor. Guarantor waives (a) notice of the acceptance; (b) notice of the existence, creation, modification or incurrence of any of the Obligations; (c) presentment, protest and demand, and notice of protest, demand, nonpayment, nonperformance and dishonor; (d) notice of adverse change in the financial condition of Buyer or any other fact that might materially increase the risk of Guarantor; (e) any and all rights in, and notices or demands relating to, any collateral, if any, including without limitation, all rights, notices, advertisements or demands relating, whether directly or indirectly, to the foreclosure, sale or other disposition of any or all such Collateral or the manner of such sale or other disposition; (f) any claim, right or remedy which Guarantor may now have or hereafter acquire against Buyer that arises hereunder, including, without limitation, any claim, remedy or right of subrogation, reimbursement, exoneration, contribution, indemnification, or participation in any claim, right or remedy against Buyer, whether or not such claim, right or remedy arises in equity, under contract (express or implied), by statute, under common law or otherwise; (g) notice of any default by Buyer or any other person obligated in any manner for all or any portion of the Obligations and notice of any legal proceedings against such parties; and (h) any defense that is premised on an alleged lack of consideration of the obligation of Guarantor hereunder, including without limitation, any defense to the enforcement of this guaranty based upon the timing of execution of this guaranty. Guarantor agrees that, should you deem it necessary to file an appropriate collection action to enforce Guarantor's obligations and liabilities under this guaranty, you may commence such a civil action against Guarantor without the necessity of first (i) attempting to collect any of the Obligations from Buyer, whether through filing of suit or otherwise, (ii) attempting to exercise any rights you may have against any Collateral, if any, (iii) including Buyer as an additional party defendant in such a collection action against Guarantor, or (iv) pursuing any other right or remedy with respect to the Obligations. In the case of any individual Guarantor, this Guaranty shall not be revoked by such Guarantor's death and shall remain in full force and effect until his/her personal representative(s) or administrator(s) deliver thirty (30) days advance written notice to ARGOS to make no further advances on the security of this guaranty. The undersigned Guarantor hereby binds his/her estate, executor, personal representative and heirs to the terms and conditions herein set forth. If one (or more) of the undersigned(s) is other than an individual, this Guaranty binds its successors in interest and assigns. Guarantor agrees to deliver ARGOS written notice of any change in the ownership or form of the Buyer's business within five (5) days of such change, and notwithstanding said written notice, this Guaranty shall remain in full force and effect. This Guaranty shall extend to and unconditionally guaranty payment by any successors of Buyer, purchasers of Buyer or Buyer's business and individuals or entities which in any way continue the business of the Buyer using the credit relationship originally established between ARGOS and Buyer including, but not limited to, persons or businesses affiliated with Buyer or Buyer's successors or assigns. Guarantor shall provide ARGOS written notice of any change of Guarantor's address or change in business status (if Guarantor other than individual) within five (5) days of such change. All notices under this Guaranty must be in writing and delivered by United States registered or certified mail, return receipt requested, overnight delivery services of personal delivery ARGOS USA, LLC, ATTN: CREDIT MANAGER, 3015 WINDWARD PARKWAY – SUITE 300 - ALPHARETTA, GA 30005. Should it be necessary to place this Guaranty with an attorney for collection, suit or other legal proceedings, Guarantor hereby agrees, jointly and severally, to pay all costs, expenses and actual attorney fees of ARGOS for collection and legal action through appeal, including judgment enforcement and garnishment proceedings. In the event of suit brought by ARGOS relating to or arising out of this guaranty, GUARANTOR: (A) WAIVES JURY TRIAL, (b) WAIVES ANY CAUSES OF ACTION, COUNTERCLAIMS, CROSSCLAIMS AND DEFENSES WHICH MAY OR COULD BE ASSERTED; and (c) agrees venue shall be in any court of competent jurisdiction in either COBB COUNTY, GEORGIA, FULTON COUNTY, GEORGIA, WAKE COUNTY, NORTH CAROLINA, DALLAS COUNTY, TEXAS OR ORANGE COUNTY, FLORIDA at the sole option of ARGOS. Guarantor acknowledges that he/she/it has read the credit application of Buyer and agrees to all terms and conditions therein contained. Remedies and rights granted ARGOS in the credit application and in this Guaranty are cumulative in nature and may be exercised and/or enforced individually or in any combination in the sole discretion of ARGOS. ARGOS's exercise or non-exercise of one or all of any such rights or remedies including, but not limited to, its rights under GEORGIA, FL, NC, OR TEXAS Statutes, or related statutes or laws, shall neither give rise to a defense to payment hereunder, nor serve as grounds for a claim by Guarantor(s) in any cause of action in any way related to or arising out of this Guaranty. Guarantor agrees all monies due under this Guaranty bear interest at the rate of eighteen percent (18%) per annum compounded daily or the highest allowed under applicable law, whichever is more. Guarantor shall pay pre-judgment and post-judgment interest at such rate. Guarantor hereby grants ARGOS the right to inquire about and secure credit information regarding Guarantor, including contacting creditors and/or securing credit reports, agrees to the dissemination of such information to inquiring sources and Guarantor waives any claims against ARGOS relating thereto. This Guaranty sets forth the entire agreement of ARGOS and Guarantor. All prior agreements regarding the subject matter hereof are void. The terms hereof may not be modified unless in writing, dated and duly signed on behalf of ARGOS. This guaranty shall be governed by and construed under the laws of the State of Georgia, without giving effect to the conflict-of-laws principles thereof. If any provision of this guaranty is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable, this guaranty shall be construed and enforceable as if the illegal, invalid or unenforceable provision had never comprised a part of it, and the remaining provisions of this guaranty shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance.

In witness whereof, the undersigned hereby executes this Personal Guaranty on this _____ day of _____, 20_____

THE UNDERSIGNED AGREES THAT HIS / HER SIGNATURE BELOW IS IN HIS / HER INDIVIDUAL AND PERSONAL CAPACITY, AND ANY TITLES FOLLOWING SIGNATURES ARE INAPPLICABLE AND ARE TO BE DISREGARDED.

GUARANTOR

GUARANTOR

SIGNATURE (SEAL)

Printed Name

Address

City State Zip

Social Security Number

Witness Signature (Argos)

Printed Name Witnessed Via

SIGNATURE (SEAL)

Printed Name

Address

City State Zip

Social Security Number

Witness Signature (Argos)

Printed Name Witnessed Via