



A CRH COMPANY

# APAC-Atlantic, Inc. APPLICATION FOR CREDIT



A CRH COMPANY

Please return application to: \_\_\_\_\_



Sales Rep: \_\_\_\_\_

Date: \_\_\_\_\_

**NOTE:** Failure to complete application completely & legibly will cause a delay in processing. Unsigned applications will be returned for signature.

Individual Business Name _____	d/b/a or Tradestyle _____	Fed. Tax ID No. _____
Address (Mailing) _____	Physical Address _____	
Address (Mailing) _____	Physical Address _____	
How long have you operated under this name? _____		
Phone: _____	Fax: _____	
AP Email: _____		
Website: _____		
Contractors License No. _____		
State Sales Tax No. _____		
City Sales Tax No. _____		
Type of Business:    ___ Commercial Contr.           ___ Residential Contr.           ___ Government Contr.		
Corporate parent's name, if any: _____		
<b>INDIVIDUALS, OWNERS, PARTNERS, MEMBERS, OR OFFICERS:</b>		
1. Name: _____	Title: _____	Soc. Sec. No.: _____
Home Address: _____	City: _____	State: _____ Zip: _____
No. of yrs.: _____	Home Phone: _____	
2. Name: _____	Title: _____	Soc. Sec. No.: _____
Home Address: _____	City: _____	State: _____ Zip: _____
No. of yrs.: _____	Home Phone: _____	
3. Name: _____	Title: _____	Soc. Sec. No.: _____
Home Address: _____	City: _____	State: _____ Zip: _____
No. of yrs.: _____	Home Phone: _____	
		___ <b>Initial</b>

___ Purchase Order Required	CREDIT LIMIT REQUESTED
CHECK ONE	\$ _____
___ Individual	
___ Partnership	
___ Corporation	
___ LLC	

**Present local material or asphalt supplier:**

Name: \_\_\_\_\_ Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_

**Other Business References:**

Name: \_\_\_\_\_ Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_

Name: \_\_\_\_\_ Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_

Name: \_\_\_\_\_ Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_

Bank: \_\_\_\_\_ Branch: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_

Checking Acct. No.: \_\_\_\_\_ Balance: \$ \_\_\_\_\_ Bank Officer: \_\_\_\_\_

Bank: \_\_\_\_\_ Branch: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_

Checking Acct. No.: \_\_\_\_\_ Balance: \$ \_\_\_\_\_ Bank Officer: \_\_\_\_\_

List by address all real property owned by the entity:

1. \_\_\_\_\_

2. \_\_\_\_\_

List by address and owner all real property owned by partners, members, owners or officers

1. \_\_\_\_\_

2. \_\_\_\_\_

Have you, any officer, or any owner, ever had an account with any CRH OMG Company before? Yes No

If so, when? \_\_\_\_\_ Under what name? \_\_\_\_\_

Have you, any officer, or any owner, within the past ten (10) years, filed personal or corporate bankruptcy? Yes No

If so, when? \_\_\_\_\_ Under what name? \_\_\_\_\_

Has the applicant ever been in business under any other name? Yes No If so, under what name? \_\_\_\_\_

**\*\*Please attach fiscal year end financial statement\*\***

Initial projects to be supplied on credit:

Project Name: \_\_\_\_\_ Project Address: \_\_\_\_\_

Source of Project Funding: \_\_\_\_\_ Bonded: YES NO Bonding Company: \_\_\_\_\_

Project Name: \_\_\_\_\_ Project Address: \_\_\_\_\_

Source of Project Funding: \_\_\_\_\_ Bonded: YES NO Bonding Company: \_\_\_\_\_

## TERMS AND CONDITIONS:

1. **Enforceability/Authorization for Credit Review** – Applicant is submitting this application for credit from a member or members of the Oldcastle Materials Group, Inc. group of affiliated companies referred to collectively or singly hereinafter as CRH OMG as appropriate to the context. The terms and conditions herein are enforceable by each of the CRH OMG companies granting credit to Applicant pursuant to this Application for Credit. This application covers all product lines within the APAC-Atlantic and APAC-Southern line of products. Applicant hereby authorizes CRH OMG to obtain any and all information it deems necessary from any and all sources or references listed on this Application for Credit and from any credit bureau, creditors of Applicant, trade references, banks, or other financial institutions. Applicant further authorizes each of such sources, references, credit bureaus, creditors, banks and financial institutions to supply CRH OMG such information as CRH OMG deems necessary to assist it in its consideration of this Application.
2. **Payment Terms** - If this Application is accepted, Applicant agrees to pay in full the Invoice price of all purchases now or hereafter made from CRH OMG promptly when due according to the terms set forth on each invoice. If the total Invoice price is not paid in full on or before the due date, Applicant agrees to pay Interest on the unpaid delinquent balance. This interest will be calculated at the rate of one and one-half percent (1 1/2%) per month (annual percentage rate 18%) or the maximum rate allowed by law, whichever is less. If Applicant should fail to fulfill any of its obligations under this Agreement, or if CRH OMG in good faith deems itself insecure because the prospect for payment is impaired or the prospect of performance of any provision of this Agreement is impaired, or if a default occurs for any other reason provided in this Agreement, then CRH OMG, at its option and without notice, may declare the entire unpaid balance owed by Applicant under this Agreement to be immediately due and payable, or terminate the credit privileges of Applicant under this Agreement, or both. Applicant agrees to pay in full all costs and expenses incurred by CRH OMG in collecting the amounts owed by Applicant under this Agreement, including any and all court costs and attorneys' fees. Payments received will be applied against open items on unpaid invoices in an order and sequence determined by CRH OMG in its sole discretion. Checks returned unpaid by your bank are automatically deposited a second time in an effort to clear your payments before they are returned to CRH OMG. Returned checks regardless of the reason, are subject to a service charge in an amount not to exceed applicable law.
3. **Venue and Applicable Law** - Applicant acknowledges that all billings, accounts receivable, and credit functions of CRH OMG are processed either through (i) the division or branch office from which Applicant makes purchases on credit pursuant to the credit granted hereunder; (ii) CRH OMG, Inc. or any member of the CRH OMG group of affiliated companies; or (iii) any other CRH OMG related administrative entity. Therefore, in the event of litigation between Applicant and CRH OMG, the lawsuit or action, at the sole option of CRH OMG, shall take place in the court located within any State having proper Jurisdiction, and Applicant hereby waives its right to litigate in any other court. It is also agreed that the laws of the State in which the CRH OMG entity granting credit hereunder is located shall govern the interpretation of this Agreement.
4. **Credit Discretion** - Notwithstanding any term or condition herein to the contrary, this agreement shall not be construed as imposing any obligation on the part of CRH OMG to furnish credit in any amount, and CRH OMG in its sole discretion, may terminate or limit credit privileges of Applicant without prior notice to Applicant. The exercise of this discretion shall be in addition to any other right or remedy which CRH OMG may have pursuant to this Application for Credit, or pursuant to applicable law.
5. **Default** - The occurrence of any of the following events shall constitute default under this Agreement (a) Applicant fails to fulfill any obligation of this Agreement or to perform, or rectify the breach of any warranty or other undertaking by Applicant in this Agreement; (b) Applicant, or a guarantor of Applicant's indebtedness under this Agreement, dies, terminates existence, abandons its business, becomes insolvent, bankrupt, becomes subject to receivership, insolvency, or similar proceedings, or makes an assignment for the benefit of creditors; (c) Any information or other representations now or hereafter made or furnished to CRH OMG by Applicant or at Applicant's request or instructions is, or is believed in good faith by CRH OMG to be, inaccurate, incomplete, or false in any material respect; (d) Applicant violates or breaches any provision of this Agreement; (e) Any Collateral which is security for Applicant's indebtedness under this Agreement is lost, suffers material damage or destruction, is levied upon, becomes subject to a receivership, or cannot be located within five days after CRH OMG demands to inspect the same; (f) Any other event which causes CRH OMG, in good faith, to deem itself insecure or to believe that the prospect of performance of any provision of this Agreement by Applicant is impaired.
6. **Problem Material** - Applicant acknowledges that CRH OMG accepts no responsibility for the installation or placement of any materials furnished by CRH OMG, unless those materials are installed by CRH OMG personnel pursuant to a written subcontract or other written agreement. Any defect in project design or installation, and any misuse or failure to properly maintain any installation of CRH OMG's materials voids any and all warranties (express or implied) by CRH OMG, except warranty of title. All materials furnished by CRH OMG must be inspected by Applicant, and any claimed defect or non-conformity must be communicated to CRH OMG in writing within five (5) days after Applicant receives the materials which is claimed to be defective.
7. **Invoices** - All payments for materials furnished by CRH OMG shall be made upon the basis of materials delivered (or picked up) as shown by CRH OMG's delivery ticket(s), whether signed by Applicant or not, and by CRH OMG's delivery records. For materials purchased, Applicant will receive invoices from CRH OMG showing amounts delivered and payments due. Failure on the part of Applicant to dispute in writing the accuracy within 20 days after its initial receipt constitutes agreement to the correctness of the invoice and acceptance of the materials covered by the Invoice. Payment to CRH OMG shall be due pursuant to Invoice terms, and is not contingent upon Applicant's receipt of payment or approval from any third party.
8. **Sales and Use Tax** - Applicant agrees that in the event CRH OMG is to pay sales, transaction privilege, or use taxes to the taxing authority of any State or political subdivision thereof in connection with any sale of tangible personal property or other items or materials to Applicant, Applicant will, upon demand, reimburse, indemnify and hold harmless CRH OMG for the amount of any such tax paid, and for the amount of all costs or attorneys' fees incurred by CRH OMG in contesting such tax.
9. **Waiver** - CRH OMG may, at its option, permit Applicant to remedy any default under this Agreement without waiving the default so remedied or any other subsequent or prior default by Applicant, Applicant waives noticed default of this Agreement and waives presentment, demand, protest and notice of dishonor as to any instrument.
10. **Binding Agreement** - This Agreement shall inure to the benefit of the successors and assigns of CRH OMG, and shall be binding upon Applicant's heirs, legatees, devisees, personal representatives, successors and assigns.
11. **Corporate Authority and Usability** - Applicant warrants and represents that it has authority to enter into this Agreement and that any person signing this Agreement has been duly authorized to execute this Agreement for and on behalf of Applicant. Applicant acknowledges that CRH OMG is relying upon the creditworthiness and financial ability of the owner(s) and upon the business name of Applicant; therefore, the owner(s) of Applicant shall be liable to CRH OMG for all indebtedness of Applicant then existing and thereafter incurred.
12. **Accuracy of Information** -- Applicant certifies that any and all information now or hereafter supplied to CRH OMG by Applicant, or at Applicant's request or instruction, is both accurate and complete, and Applicant will, upon request, establish the accuracy and completeness of any such information. Applicant shall promptly notify CRH OMG if Applicant should change its name or begin to do business under any other name. Applicant shall promptly notify CRH OMG if Applicant should incorporate or organize its business at any time subsequent to the date of this application.
13. **Provisions of Information** - Applicant is required to provide CRH OMG upon request information regarding bonding companies, general contractors, or owners for the purpose of filing preliminary notices, claims on payment bonds, or mechanics and materialmen's liens.
14. **Modification of Terms** - The terms of this Agreement may be modified or amended by CRH OMG at any time upon thirty (30) days' notice to Applicant in the Invoices, or otherwise.

\_\_\_ **Initial**

15. **Additional Provisions (cont.)** - (b) Applicant agrees that CRH OMG shall have the right to set off any amounts which may become payable by Applicant (or any of its affiliates if Applicant is a corporation, partnership, or limited liability company) to CRH OMG arising, either directly or indirectly, from the granting of credit to, and the establishment of an account for, Applicant hereunder against any amounts which CRH OMG may owe to Applicant whether arising from the credit granted hereunder or under any contract, subcontract, purchase order, or other agreements(s) between Applicant and CRH OMG or CRH OMG's parent and affiliate corporations. (c) The undersigned Guarantor(s) does hereby absolutely and unconditionally guarantee the prompt payment of any and all indebtedness of Applicant now existing or hereafter incurred without requiring CRH OMG to first proceed with collection proceedings against the Applicant. (d) Applicant acknowledges and agrees that in the event CRH OMG terminates Applicant's credit account for whatever reason, CRH OMG shall have the right, at its option, to terminate or suspend performance of any contracts, subcontracts, purchase orders, or other agreements to which Applicant (or any of Its affiliates if Applicant is a corporation or limited liability company) and CRH OMG are parties thereto without liability therefore. (e) Applicant acknowledges and agrees that any and all funds paid to Applicant for any work or materials supplied by CRH OMG shall be held by Applicant in trust for the payment of Applicant's indebtedness to CMG. Neither Applicant, nor any person claiming under or through Applicant, shall have any legal or equitable interest or ownership rights of any nature in funds held in trust unless and until the purpose and intent of such trust is fully discharged. The holding of funds in trust shall be for the sole benefit and action of CMG, and no third party shall have any rights in such funds as a beneficiary or otherwise. (f) Applicant acknowledges and agrees that CRH OMG shall have the continuing right at any time to request and receive from Applicant (i) payment assurances of Applicant's outstanding account balance; and (ii) updated financial Information for the credit privileges extended hereunder.

CRH OMG MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE ON ANY PRODUCTS SOLD TO APPLICANT. ANY DEFECTS CAUSED BY IMPROPER USE, DESIGN, INSTALLATION, OR MAINTENANCE VOID ANY AND ALL WARRANTIES EXPRESSED OR IMPLIED, AND WHICH OTHERWISE APPLY. IT IS AGREED THAT CRH OMG SHALL NOT BE RESPONSIBLE FOR ANY DAMAGES WHICH EXCEED THE INVOICE PRICE OF ANY MATERIALS WHICH ARE DETERMINED TO BE DEFECTIVE OR NON-CONFORMING.

Applicant hereby states that all the Information provided herein is true and correct and has read and hereby agrees to the terms and conditions listed above on this Application for Credit.

THE SIGNED INDIVIDUALS, UNDERSTAND AND AGREE AS FOLLOWS: To induce Company to extend credit or continue the extension of existing credit, the undersigned Guarantor(s) do hereby absolutely and unconditionally guarantee, jointly and severally, the prompt payment of any and all indebtedness of Applicant now existing or hereafter incurred. The undersigned Guarantor(s) waive any notices regarding the governing of credit agreement or this Guaranty. This Guaranty shall become part of any future update on behalf of said applicant. This Guaranty shall be in effect until the Agreement has terminated and all amounts due hereunder have been fully paid. Guarantor(s) of the above applicant, recognizing that his or her individual 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 each individual by Creditor, from time to time, as may be needed, in the credit evaluation and re-evaluation of the applicant. The undersigned herein waives all rights of real and personal property available under the laws of the United States and the state where individual resides.

**WITNESSED:**

\_\_\_\_\_  
Name  
\_\_\_\_\_  
Address  
\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Name  
\_\_\_\_\_  
Address  
\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Name  
\_\_\_\_\_  
Address  
\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
**Company Name**

\_\_\_\_\_  
Authorized Signature  
\_\_\_\_\_  
Printed or Typed Name of Signer  
\_\_\_\_\_  
Company Position Held by Signer

\_\_\_\_\_  
Guarantor Signature  
\_\_\_\_\_  
Printed or Typed Name of Guarantor  
\_\_\_\_\_  
Address of Guarantor  
\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Guarantor Signature  
\_\_\_\_\_  
Printed or Typed Name of Guarantor  
\_\_\_\_\_  
Address of Guarantor  
\_\_\_\_\_  
City, State, Zip Code