



A CRH COMPANY

# APPLICATION FOR BUSINESS CREDIT

Return completed applications to:

Texas Materials Group

1320 Arrow Point Drive, #600 Cedar Park, TX 78613

Phone: (512) 861-7100 | Email: [texascreditapplications@na.crh.com](mailto:texascreditapplications@na.crh.com)

THIS CREDIT APPLICATION IS VALID IF SIGNED BY OWNER / AUTHORIZED AGENT				
NAME OF BUSINESS (PER FEIN)		APPLICATION DATE		WORK PHONE #
DOING BUSINESS AS (DBA)		CREDIT LIMIT REQUESTED		WORK CELL #
BUSINESS ADDRESS		BILLING ADDRESS (IF DIFFERENT)		
CITY, STATE, ZIP CODE		CITY, STATE, ZIP CODE		
HOME ADDRESS OF OWNER (IF DIFFERENT FROM ABOVE)		FEIN NUMBER	CONTRACTOR'S LICENSE NUMBER (IF APPLICABLE)	
TYPE OF BUSINESS	DATE STARTED (COMPANY)	CHECK ONE (✓) L.L.C.    CORPORATION    PARTNERSHIP    SOLE PROPRIETOR    MUNICIPALITY/GOVT ENTITY		
EXISTING CUSTOMER NUMBER (IF APPLICABLE)	TEXAS MATERIALS SALES REPRESENTATIVE NAME		PO/JOB NUMBER REQUIRED YES    NO	
AP CONTACT NAME	AP PHONE CONTACT	AP EMAIL CONTACT		
NAMES OF MANAGEMENT / OWNER				
PRESIDENT / MANAGER	SOCIAL SECURITY NUMBER	E-MAIL ADDRESS	CELL PHONE	DATE OF BIRTH
VICE PRESIDENT / SHAREHOLDER / MEMBER	SOCIAL SECURITY NUMBER	E-MAIL ADDRESS	CELL PHONE	DATE OF BIRTH
SECRETARY / TREASURER / SHAREHOLDER / MEMBER	SOCIAL SECURITY NUMBER	E-MAIL ADDRESS	CELL PHONE	DATE OF BIRTH
NAME OF SOLE PROPRIETOR OR PARTNERS				
NAME	SOCIAL SECURITY NUMBER	E-MAIL ADDRESS	CELL PHONE	DATE OF BIRTH
NAME	SOCIAL SECURITY NUMBER	E-MAIL ADDRESS	CELL PHONE	DATE OF BIRTH
NAME	SOCIAL SECURITY NUMBER	E-MAIL ADDRESS	CELL PHONE	DATE OF BIRTH
CREDIT / TRADE REFERENCES				
NAME 1.	CITY/STATE	PHONE	EMAIL	FAX
NAME 2.	CITY/STATE	PHONE	EMAIL	FAX
NAME 3.	CITY/STATE	PHONE	EMAIL	FAX
BANK REFERENCES				
NAME 1.	BRANCH	CONTACT		PHONE
NAME 2.	BRANCH	CONTACT		PHONE
JOB INFORMATION				
PROPERTY OWNER	PROJECT ADDRESS		LOT NO./SUBDIVISION	
PROPERTY OWNER	ADDRESS		LOT NO./SUBDIVISION	FINANCED BY
BOND COMPANY	ADDRESS		PHONE	PAYMENT & PERFORMANCE BOND YES    NO
INSURANCE AGENT	ADDRESS		PHONE	PAYMENT & PERFORMANCE BOND #
HAVE YOU, ANY OFFICER, OR ANY OWNER, EVER HAD AN ACCOUNT WITH US? YES    NO	IF SO, WHEN?		UNDER WHAT NAME?	
HAVE YOU, ANY OFFICER, OR ANY OWNER, WITHIN THE PAST 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 NAMES? YES    NO	IF SO, WHEN?		UNDER WHAT NAME?	

PLEASE SEE REVERSE SIDE FOR IMPORTANT CREDIT TERMS – NOTE: SIGNATURE REQUIRED

## TERMS & CONDITIONS

1. **Enforceability/Credit Review Authorization:** Applicant is submitting this Application in order to obtain credit from the above-referenced business ("Company"). Applicant hereby authorizes Company to obtain any information it deems necessary from any sources or references listed on this Application and from any credit bureau, creditors, trade references, banks, or other financial institutions. Applicant further authorizes each of such sources, references, credit bureaus, creditors, banks, and financial institutions to supply Company such information as Company 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 Company 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 percent (1.5%) 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 Company 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 Company, 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 Company 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 Company in its sole discretion.
3. **Returned Checks:** Checks returned unpaid by your bank may be redeposited a second time in an effort to clear your payments before they are returned to Company. Returned checks regardless of the reason, are subject to a service charge in an amount not to exceed applicable law.
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 Company to furnish credit in any amount, and Company in its sole discretion, may terminate or limit the Applicant's credit privileges without prior notice to Applicant. The exercise of this discretion shall be in addition to any right or remedy which Company may have pursuant to this Application and 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 Company by Applicant or at Applicant's request or instructions is, or is believed by Company 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 (5) days after Company demands to inspect the same; or (f) Any other event which causes Company to deem itself insecure or to believe that the prospect of performance of any provision of this Agreement by Applicant is impaired.
6. **Defective Material:** Applicant acknowledges that Company accepts no responsibility for the installation or placement of any materials furnished by Company unless Company personnel install those materials pursuant to a written contract or other written agreement. Any defect in project design or installation, and any misuse or failure to properly maintain any installation of Company's materials voids any and all warranties (express or implied) by Company, except warranty of title. All materials furnished by Company must be inspected by Applicant prior to installation, and any claimed defect or non-conformity must be communicated to Company in writing within five (5) days after Applicant receives the materials at issue.
7. **Invoices:** All payments for materials furnished by Company shall be made upon the basis of materials delivered (or picked up) as shown by Company's ticket(s), whether signed by Applicant or not, and by Company's delivery records. For materials purchased, Applicant will receive invoices from Company showing amounts delivered and payments due. Failure on the part of Applicant to dispute in writing the accuracy within twenty (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 Company shall be due pursuant to invoice terms and is not contingent upon Applicant's receipt of payment or approval from any third party.
8. **Price Escalation.** Increases in material or shipping pricing to Company in excess of 5% shall be subject to price escalation and Customer agrees such increases justify an equitable adjustment to pricing.
9. **Sales & Use Tax:** Applicant agrees that in the event Company is to pay sales, transaction privilege, or use taxes to any governmental or regulatory authority in connection with any sale of tangible property or other items or materials to Applicant, Applicant will, upon demand, reimburse, indemnify, and hold harmless Company for the amount of any such tax paid, and for the amount of all costs or attorneys' fees incurred by Company in contesting or collecting such tax.
10. **Waiver:** Company 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 notice of default of this Agreement and waives presentment, demand, protest and notice of dishonor as to any instrument.
11. **Corporate Authority:** Applicant warrants that it has authority to enter into this Agreement and that any person signing this Agreement has been duly authorized to execute this Agreement on behalf of Applicant. Applicant acknowledges that Company is relying upon the information provided in the Application to extend credit to the Applicant.
12. **Accuracy of Information:** Applicant certifies that any and all information now or hereafter supplied to Company 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 Company if Applicant should change its name or begin to do business under any other name. Applicant shall promptly notify Company if Applicant should incorporate or organize its business at any time subsequent to the date of this application.
13. **Project Information:** Applicant shall provide Company upon request information regarding bonding companies, general contractors, or owners for the purpose of filing preliminary notices, claims on payment bonds, or liens.
14. **Modification:** The terms of this Agreement may be modified or amended by Company at any time upon thirty (30) days' notice to Applicant.
15. **Purchase Money Security Interest.** To secure payment and performance of all obligations, Customer hereby grants Company a Purchase Money Security Interest in all inventory, equipment, and materials distributed by Company, whenever sold, consigned, leased, rented or delivered, directly or indirectly, to or for the benefit of Applicant by Company. This includes all construction related materials and services sold by Company including but not limited to building materials, appliances, tools, equipment, safety accessories and related supplies ("Collateral"). Further, Customer agrees and expressly consents to Company filing required documents with the Secretary of State necessary to perfect Company's purchase money security interest.
16. **Credit Experience Reporting:** Applicant hereby acknowledges Company may report its credit experience with Applicant, including Applicant's payment history, account balances, and other information, to a credit reporting agency. The credit reporting agency will make this information, as well as information received by other creditors of Applicant, available to the public. Company will use commercially reasonable efforts to ensure that its reporting, as it pertains to Applicant's credit experience, is accurate and complete. Company will also work in good faith with Applicant to correct any incorrect information reported by Company. Applicant acknowledges, affirms, and agrees that Company will not be liable to Applicant for any type of damages, claims, costs, allegations, assertions, actions, liabilities, costs, or expenses stemming from Company's reporting of Applicant's credit experience to a credit reporting agency. Applicant's sole remedy in the event of incorrect information is to request that Company work in good faith to submit corrected information to the applicable reporting agency.
17. **Business Purposes:** Applicant agrees that this Account shall be used only for purchases for commercial or business purposes, and not for personal, family, or household purposes, and you understand that Company is relying upon this representation in entering into this Agreement. In this connection, you understand that your agreement not to use this Account for personal, family or household purposes means that important duties imposed upon us, and important rights conferred upon a consumer, pursuant to certain federal or state laws, will not apply to this Account.
18. **DAMAGE LIMITATION:** IN NO EVENT SHALL COMPANY BE LIABLE UNDER THIS AGREEMENT TO THE APPLICANT FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING ANY DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF USE, REVENUE OR PROFIT, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT THE APPLICANT WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, TO THE MAXIMUM EXTENT THAT SUCH DAMAGES MAY BE DISCLAIMED UNDER APPLICABLE LAW. FURTHER, SUPPLIER'S CUMMULATIVE LIABILITY FOR ANY DELAY OR LIQUIDATED DAMAGES SHALL NOT EXCEED 5% OF THE PURCHASE AMOUNT REFERENCED IN ANY PURCHASE ORDER. COMPANY'S LIABILITY TO APPLICANT FOR ANY DEFECTIVE

**MATERIALS OR SERVICES SHALL BE LIMITED TO (A) REPLACEMENT OF THE DEFECTIVE MATERIALS OR WORK, OR, AT COMPANY'S OPTION, (B) A REFUND OF ANY PAYMENTS MADE BY APPLICANT FOR THE MATERIALS OR SERVICES.**

- 19. **Additional Provisions:** (a) The rights and remedies of Company stated in this Agreement are cumulative and are in addition to any other rights or remedies provided by law; (b) This Agreement shall not be binding upon Company or inure to the benefit of Applicant until written acceptance by Company; (c) Any contract or other agreement entered into by Company and Applicant shall be subject to the terms of this Agreement, and in the event of conflict between the contract or agreement and the terms of this Agreement, this Agreement shall govern over any inconsistent term(s); (d) Applicant agrees that Company 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 Company arising, either directly or indirectly, from the granting of credit to, and the establishment of an account for, Applicant hereunder against any amounts which Company 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 Company or Company's parent and affiliate corporations; (e) Applicant acknowledges and agrees that in the event Company terminates Applicant's credit account for whatever reason, Company 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 Company are parties thereto without liability therefor; (f) Applicant acknowledges and agrees that Company shall have the continuing right at any time to request and receive from Applicant payment assurances of Applicant's outstanding account balance and updated financial information for the credit privileges extended hereunder; and (g) A copy of this Application shall be considered an original of the document and shall have the same force and effect as a signed original.
- 20. **Warranty:** Company 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 COMPANY SHALL NOT BE RESPONSIBLE FOR ANY DAMAGES WHICH EXCEED THE INVOICE PRICE OF ANY MATERIALS WHICH ARE DETERMINED TO BE DEFECTIVE OR NON-CONFORMING.**
- 21. **Storage.** Unless otherwise agreed to in writing, Applicant shall take delivery of all materials within 30 calendar days of being notified that the materials are ready for delivery. A storage fee of \$50.00 per day shall be charged for any materials left at Company's facility for more than 30 calendar days. Company shall have the right to dispose of any materials left at Company's facility for more than 180 calendar days.
- 22. **Binding Agreement:** This Agreement shall inure to the benefit of the successors and assigns of Company, and shall be binding upon Applicant's heirs, successors, and assigns.
- 23. **Applicable Law:** Applicant and Company agree that this Agreement shall be governed by the laws of that state of Texas.
- 24. **MANDATORY BINDING ARBITRATION:** ANY DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT, INCLUDING ANY CLAIMS RELATED TO THE MATERIALS SUPPLIED BY COMPANY, SHALL BE SUBMITTED TO AND RESOLVED BY BINDING ARBITRATION BY A SINGLE ARBITRATOR IN THE STATE AND COUNTY WHERE APPLICANT PURCHASED THE MATERIALS OR SERVICES FROM COMPANY. THE AMERICAN ARBITRATION ASSOCIATION (AAA) SHALL CONDUCT THE ARBITRATION AND THE COSTS OF THE ARBITRATION SHALL BE BORNE EQUALLY BY THE PARTIES.
- 25. **THE FEDERAL EQUAL CREDIT OPPORTUNITY ACT:** THE FEDERAL EQUAL CREDIT OPPORTUNITY ACT PROHIBITS CREDITORS FROM DISCRIMINATING AGAINST CREDIT APPLICANTS ON THE BASIS OF RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, MARITAL STATUS, AGE (PROVIDED THE APPLICANT HAS THE CAPACITY TO ENTER INTO A BINDING CONTRACT), BECAUSE ALL OR PART OF THE APPLICANT'S INCOME DERIVES FROM ANY PUBLIC ASSISTANCE PROGRAM, OR BECAUSE THE APPLICANT HAS IN GOOD FAITH EXERCISED ANY RIGHT UNDER THE CONSUMER CREDIT PROTECTION ACT. THE FEDERAL AGENCY THAT ADMINISTERS COMPLIANCE WITH THIS LAW CONCERNING THIS CREDITOR IS FEDERAL TRADE COMMISSION, EQUAL CREDIT OPPORTUNITY, WASHINGTON, D.C. 20580

Applicant hereby states that all the information provided herein is true and correct. Further, Applicant has read, and agrees to, the Terms & Conditions noted in this Application.

NAME OF APPLICANT: \_\_\_\_\_

SIGNATURE OF AUTHORIZED SIGNER: \_\_\_\_\_

PRINTED NAME OF AUTHORIZED SIGNER: \_\_\_\_\_

TITLE OF AUTHORIZED SIGNER: \_\_\_\_\_

DATE: \_\_\_\_\_

**GUARANTY**

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 without requiring Company to first proceed with collection proceedings against the Applicant. The undersigned Guarantor(s) waive any notices regarding the governing credit agreement or this Guaranty. This Guaranty shall be in effect until the Agreement has terminated and all amounts due hereunder have been fully paid. Guarantor(s) agree(s) that if amounts owed by Applicant are not paid as agreed, Company may report Guarantor(s) liability for and the status of the amounts due to credit bureaus and others who may lawfully receive such information. Guarantor(s) also understand(s) and agree(s) that your personal credit may be used in making credit decisions on the extension of credit to Applicant hereunder and consumer reports and other inquiries regarding your credit may be obtained from time to time by Company or any assignee in connection with the extension of credit hereunder.

\_\_\_\_\_  
Guarantor Signature

\_\_\_\_\_  
Printed or Typed Name of Guarantor

\_\_\_\_\_  
Social Security Number of Guarantor

\_\_\_\_\_  
Address of Guarantor

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Guarantor Signature

\_\_\_\_\_  
Printed or Typed Name of Guarantor

\_\_\_\_\_  
Social Security Number of Guarantor

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Address of Guarantor

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City, State, Zip Code