FINDLAY
CONSTRUCTION SOLUTIONS, LLC

ACCOUNT SERVICES
accounting@findlaymaterials.com

Credit Application & Agreement

Complete all applicable fields. Review and sign the agreements included in this packet.

01 BUSINESS INFORMATION

Legal business name

DBA / trade name

Physical address

City

State

ZIP code

Mailing address

City

State

ZIP code

Business phone

Email address

Business structure

Date established

Credit line requested

02 OWNERS, PARTNERS OR CORPORATE OFFICERS

Home addresses are required for owners and partners only.

Name 1

Title

Home phone

Home address / city / state / ZIP

Name 2

Title

Home phone

Home address / city / state / ZIP

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References & Authorization

Return the completed application and signed terms to accounting@findlaymaterials.com.

03 CREDIT REFERENCES

Reference 1 - business name

Address

Phone

Fax

Email

Reference 2 - business name

Address

Phone

Fax

Email

Reference 3 - business name

Address

Phone

Fax

Email

04 BILLING CONTACTS & INVOICE DELIVERY

Billing contact 1 - name

Department

Email for invoices / delivery documents

Phone

Billing address / city / state / ZIP

Proof of delivery required: Yes / No

Invoice / proof of delivery instructions

Billing contact 2 - name

Department

Email for invoices / delivery documents

Phone

Billing address / city / state / ZIP

Proof of delivery required: Yes / No

Invoice / proof of delivery instructions

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Payment Terms & Liability

Ongoing account agreement

Tax exemption: Attach applicable exemption certificates. Applicable taxes will be charged until a valid certificate is received by the credit department.

Application terms: NET 30 + 1.5% interest per month on all outstanding amounts due hereunder, which also applies to any judgment or decree entered on the underlying debt.

This Agreement applies to all quotes and transactions under the customer account and remains in effect for as long as the account is open, unless superseded by a subsequent written agreement signed by the parties. Closing the account does not relieve the customer of amounts owed or obligations arising from prior transactions. Any changes will be provided in writing for signature, and a copy should be retained for your records.

05 PAYMENT & OPERATING TERMS

1. Payment terms are NET 30 days.

2. An interest rate of 1.5% (18% annually) is subject to be applied to payments made after 45 days of the invoice date.

3. Payments exceeding 45 days from the invoice date are subject to a disruption of service until the account is made current.

4. Prices will increase by 10% annually, effective January 1 of each subsequent calendar year, beginning with the calendar year following account establishment.

5. The fuel surcharge will be set based on the National Fuel Price Average for Ultra-Low Sulfur Fuel each Monday (or the next business day if Monday is a holiday). This information is available at www.eia.doe.gov or 1-202-586-6966. An additional fuel surcharge equal to 1% of the base transportation charge applies for each .08 cents per gallon (or fraction thereof) increase in the National Fuel Price Average Low Sulfur Diesel Fuel above 608.9 cents per gallon. Findlay Construction Solutions, LLC follows the Fuel Surcharge Terms provided by Pritchett Trucking Inc.

6. The quote may not be honored if not signed and returned within 30 days of the quote date.

7. Prices are based on a minimum 10-hour workday with regular dump hours from 7 a.m. to 5 p.m., Monday through Friday.

8. The contractor is responsible for ensuring adequate equipment onsite and maintaining the site haul road to facilitate safe and timely dumping and/or loading of materials.

9. The contractor is responsible for any FDOT fines resulting from overloads from sources with no FDOT-certified scales.

10. We do not guarantee daily quantities and assume no responsibility or liability to the Contractor or Owner due to the delivery of materials or lack of delivery to the job site.

11. Changes in daily quantities or hours of operation may be subject to a change in the quoted price.

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Acceptance & Personal Guaranty

Review the remaining terms and sign each applicable authorization below.

12. If the quote includes materials, the contractor is responsible for ensuring all materials meet desired specifications before shipment. We can assist with obtaining test reports from sources upon request. We cannot guarantee specifications or moisture contents from material sources. Material disputes must be handled between the Contractor and Source, for which we take no responsibility.

13. All Tri-Axle jobs, if quoted, require a four-hour minimum unless otherwise noted.

14. The contractor agrees to release Findlay Construction Solutions, LLC, any other trucks hired by Findlay Construction Solutions, LLC, and its subsidiaries from responsibility that may occur when taking a truck past the curbside. Damage may include the curb and gutter, sidewalk, driveway, grass, sprinkler systems, personal property, or others. The contractor agrees to indemnify and hold harmless Findlay Construction Solutions, LLC and its affiliates for any damage on the job site.

15. Force Majeure: Carrier will not be deemed responsible for failure to deliver where such failure results from any cause beyond the carrier's reasonable control.

16. The contractor will be responsible for Maintenance of Traffic (MOT) for the project.

17. An authorized signature is required to validate all quotes.

06 ACCOUNT AUTHORIZATION & ACCEPTANCE

I authorize release of the credit information provided for purposes of establishing credit and agree to be bound by the terms specified. If this account becomes past due, the undersigned will be responsible for all costs of collection, including reasonable attorney fees incurred before suit, during suit or on appeal.

Authorized representative - printed name

Title

Authorized signature (sign after completing)

Date

07 PERSONAL GUARANTY

If this account is for a corporation, limited liability company or other business entity, a corporate officer or managing member must sign below in an individual capacity as personal guarantor of all amounts due under this Agreement. Findlay Construction Solutions, LLC is not required to first institute suit or exhaust its remedies against the primary debtor. Guarantor waives acceptance, notice of acceptance, presentment for payment, demand, notice of demand, dishonor and non-payment, notice of default and opportunity to cure, notice of intention to accelerate, notice of acceleration, diligence in collecting, and diligence in commencing suit.

Personal guarantor - printed name

Date

Personal guarantor signature - individual capacity