

ALPHARETTA
DULUTH
KENNESAW
AUBURN
DAWSONVILLE

FULTON CONCRETE COMPANY, INC.

P.O. BOX 534
ALPHARETTA, GEORGIA 30009
OFFICE (770) 475-0044 • FAX (770) 664-9573 • DISPATCH (678) 242-0090

FLOWERY BRANCH
CARTERSVILLE
LITHONIA
CANTON
JASPER

CREDIT SALES APPLICATION AND AGREEMENT

Date _____ Salesman _____

Name of Business/Purchaser _____

Street Address _____

City _____ State _____ Zip Code _____ Authorized Buyers: _____

Phone _____ Line of Credit Desired _____ Line of Credit Approved _____

Home Office
 Corporation Partnership LLP
 Sole Proprietorship Governmental Agency LLC Other - specify _____

COMPANY OFFICERS OR PARTNERS (APPLICATION CANNOT BE PROCESSED WITHOUT SOCIAL SECURITY NUMBERS.)

(Name)	(Residence)	(Title)	SS#
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Officer to Contact
For Further Credit Information _____
(Name) _____ (Title) _____ (Phone) _____

BANKING

Name _____ Address _____ () Checking
() Loans
(Phone) _____

Name of Officer or Manager Handling Account _____ Account # _____

TRADE REFERENCES

Name _____ Phone _____

Address _____

Name _____ Phone _____

Address _____

Name _____ Phone _____

Address _____

I/we the undersigned designated herein as Purchaser, and Guarantor, in establishing credit for the purchase of ready mixed concrete and other related products from Fulton Concrete Company, Inc., hereinafter jointly designated as Seller, make the following statements and agree to the following:

Terms and Conditions

- Seller will issue invoices within a week after delivery of products ordered by Purchaser.
- PURCHASER IS ALLOWED \$2.00 PER CUBIC YARD DISCOUNT ON INVOICE BILL IF PAID IN FULL BY THE TENTH OF THE NEXT MONTH.**
- Full net amount of invoice bill payable by the eleventh of the next month after date of invoice.
- Purchaser to pay one and one half percent a month or eighteen percent per annum as a Late Finance Charge on invoices after date of net amount due. Purchaser shall also pay all expenses incurred by Seller in connection with the filing of any Materialman's Lien.**
- When two or more invoices are issued, payments will be credited on those longest past due, unless specified by Purchaser in writing to the contrary.
- Purchaser to be liable for fifteen percent of unpaid invoice amounts plus Late Finance Charges, if any, in the event collection is necessary by legal action or through an Attorney at Law.
- Invoices and amounts shown as owing are deemed to be correct and owing unless Purchaser objects in writing delivered to Seller within thirty days of date of invoice, setting forth any issue concerning the invoice including, but not limited to, any issue as to quantities shown, description of product and labor, quality and sufficiency of product and any labor, pricing, and amount due.
- Provisions of American Concrete Institute-ACI-301 Regulation are to apply in the event there is any dispute between Purchaser and Seller concerning the quality of products.
- Purchaser acknowledges that its agent may not always be available to sign the acknowledgment of receipt when a delivery is made; the Purchaser therefore consents to delivery of materials without signed receipt if Purchaser's agent is not available to sign such receipt.

I/we have read and agree to be bound by the terms and information set forth in this Credit Sales Application and Agreement of Fulton Concrete Company, Inc., and acknowledge receipt of copy of same. This the _____ day of _____ 20_____.

*PERSONAL GUARANTY

I/WE _____ GUARANTEE PAYMENT BY _____
(name of Guarantor)
_____ OF ALL AMOUNTS DUE TO
(name of Purchaser)
FULTON CONCRETE COMPANY, INC. UNDER THE CREDIT ACCOUNT
ESTABLISHED BY THIS AGREEMENT.

GUARANTOR _____ (signature)

GUARANTOR _____ (signature)

FULTON CONCRETE COMPANY, INC.

BY: _____

NAME AND TITLE _____

DATE _____

Purchaser and Guarantors authorize Seller to investigate their creditworthiness and to furnish information concerning their performance of this account to credit reporting agencies and others who may lawfully receive such information.

APPLICANT/PURCHASER

NAME _____

BY (signature) _____

TITLE _____

ADDRESS LINE 1 _____

ADDRESS LINE 2 _____

NOTE: APPLICATION CANNOT BE PROCESSED WITHOUT PERSONAL GUARANTY.