



CREDIT APPLICATION

COMPANY NAME (Debtor) _____

MAILING ADDRESS _____

TELEPHONE NUMBER _____ FACSIMILE NUMBER _____

CELLULAR PHONE _____ A/P CONTACT & TELEPHONE NUMBER _____

EMAIL ADDRESS _____

PLEASE LIST FULL NAMES OF OWNERS/OFFICERS:

1.) _____ 2.) _____

ANNUAL SALES VOLUME _____ HAVE YOU EVER FILED FOR PROTECTION UNDER THE U.S. BANKRUPTCY CODE? YES ___ NO ___

FINANCIAL INSTITUTION: _____ CREDIT LIMIT REQUESTED: _____

CREDIT REFERENCES (Please provide at least one past or present concrete SUPPLIER NAME if applicable)

1.) _____

2.) _____

3.) _____

UPON APPROVAL OF CREDIT APPLICATION, AUBURN AGGREGATES WILL SELL MATERIALS AND SERVICES ON CREDIT. IN RETURN AND IN CONSIDERATION THEREOF, THE UNDERSIGNED MAKE THE FOLLOWING PROMISES:

- I WILL PAY FOR ALL MATERIALS SOLD AND SERVICES PERFORMED WITHIN 30 DAYS OF THE DATE OF INVOICE. I FURTHER AGREE TO ADVISE AUBURN AGGREGATES WHEN MAKING PAYMENTS FOR GOODS AND SERVICES RENDERED AS TO WHICH INVOICES MY PAYMENT IS TO BE APPLIED. **IF I DO NOT PROVIDE REMITTANCE ADVICE, AUBURN AGGREGATES WILL APPLY PAYMENT TO THE OLDEST OUTSTANDING INVOICES FIRST.**
- IF I DO NOT PAY FOR ALL GOODS, MATERIALS, SUPPLIES AND SERVICES RENDERED WITHIN 30 DAYS OF INVOICE DATE, THEN I WILL PAY, IN ADDITION TO THE AMOUNT BILLED, A **FINANCE CHARGE EQUAL TO 1.5% PER MONTH FOR AN ANNUAL PERCENTAGE RATE OF 18%.** I ALSO AGREE THAT MY ACCOUNT WILL NOT BE CONSIDERED PAID IN FULL UNTIL ALL INVOICES AND FINANCE CHARGES ARE PAID.
- IF I DO NOT PAY WITH THE CREDIT TERMS GRANTED, AUBURN AGGREGATES MAY IMMEDIATELY SUSPEND MY RIGHTS TO CREDIT AND CEASE SHIPMENT OF GOODS TO ME AND/OR REQUIRE C.O.D. PAYMENTS ON MY ACCOUNT. I AGREE TO ALSO PAY ALL COSTS AND EXPENSES OF COLLECTION, INCLUDING REASONABLE ATTORNEY'S FEES, INCURRED BY AUBURN AGGREGATES IN COLLECTING THIS DELINQUENT ACCOUNT.
- THE UNDERSIGNED UNDERSTANDS AND AGREES TO TERMS OF THIS CREDIT CONTRACT .

SIGNATURE BELOW SHALL AUTHORIZE AUBURN AGGREGATES TO INVESTIGATE MY/OUR CREDIT AND SHALL CONSTITUTE PERMISSION FOR AUBURN AGGREGATES TO OBTAIN RELEASE OF MY/OUR CREDIT HISTORY AND RELATED INFORMATION.

SIGNATURE OF OFFICER OR OWNER (Include title)

DATED

I _____ (Owner's Name) RESIDING AT _____ (Home Address), IN CONSIDERATION OF AND IN EXCHANGE FOR THE GRANTING AND EXTENSION OF CREDIT BY AUBURN AGGREGATES DO HEREBY **PERSONALLY GUARANTY AND PROMISE TO PAY TO AUBURN AGGREGATES ANY INDEBTEDNESS OF THE ABOVE NAMED COMPANY (Debtor) WHICH HAS OR MAY BECOME DUE AND OWING TO AUBURN AGGREGATES.**

SIGNATURE OF PERSONAL GUARANTOR (No title)

DATED

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OFFICE USE ONLY -- DO NOT WRITE BELOW THIS LINE

Credit APPROVED by: _____ Pricing Level: _____