



5435 BULL VALLEY ROAD, SUITE 330
MCHENRY, IL 60050
PH 815.385.8000 – FAX 815.385.8711

APPLICATION FOR CREDIT & AGREEMENT AS TO CREDIT TERMS

NAME: _____ YEARS ESTABLISHED: _____

STREET ADDRESS: _____

MAILING ADDRESS: _____

PHONE: _____ FAX: _____

CORPORATION: _____ PARTNERSHIP: _____ FEIN # _____ RESALE # _____

INDIVIDUAL: _____ SOCIAL SECURITY # _____

OWNER (S) NAME & ADDRESS: _____

_____ PHONE: _____ DOB: _____

DRIVERS LICENSE # _____ STATE ISSUED: _____

BANK: _____ ACCT # _____ PHONE: _____

TRADE REFERENCES

**** CREDIT WILL NOT BE APPROVED WITHOUT CORRECT & LEGIBLE FAX/EMAILS****

NAME: _____ FAX: _____ EMAIL: _____

NAME: _____ FAX: _____ EMAIL: _____

NAME: _____ FAX: _____ EMAIL: _____

NAME: _____ FAX: _____ EMAIL: _____

CREDIT TERMS

The undersigned requests that Super Aggregates, Inc. sell the undersigned goods on account in consideration of which the undersigned agrees to the following terms: To pay all invoices NET 30 days. Customer agrees to pay a service charge on the outstanding balance for which payment has not been received according to the terms stated. The service charge shall be 1 ½% per month (18% PA) of the customer's outstanding balance and such service charge shall become part of the customer's outstanding balance.

GUARANTEE

The undersigned hereby personally guarantees any indebtedness incurred in the open account of _____ With Super Aggregates, Inc. and waives presentment and demand for payment, notice of non-payment, protest and notice of protest, and consents without notice to any extensions of time or increases in the amount of the credit given.

The undersigned does hereby authorize, irrevocably, any attorney of any Court of Record to appear for him in such Court, in term time or vacation, at any time hereafter, and confess a judgment, without process, in favor of the holder of the Agreement, for such amount as may appear to the unpaid, whether due or not, together with court costs and reasonable attorneys fees, and to waive and to release all errors which may intervene in any such proceedings and to consent to immediate execution upon such judgment; hereby ratifying and confirming all that the said attorney may do by virtue hereof. Any action filed by either party regarding the terms and provisions of this agreement shall be filed in the Nineteenth Judicial Circuit, County of McHenry, State of Illinois.

DATE: _____ SIGNED & AGREED: _____

SUPER AGGREGATES INC.
5435 BULL VALLEY ROAD, SUITE 330
MCHENRY, IL 60050
PH 815.385.8000 – FAX 815.385.8711

PURCHASE AGREEMENT

The Customer requests that Super Aggregates Inc. (hereinafter referred to as "Super Agg"), sell, rent, and otherwise provide goods and materials on account in consideration of which the Customer and Super Agg agree as follows:

1. All purchases by Customer or its agents (either express agents or agents with apparent authority) are made in accordance with the terms and conditions of this Purchase Agreement.
2. Payment in full of the purchase price for goods and serviced from Super Agg shall be made within 30 days after the date of the invoice. Customer agrees to pay interest of 1-1/2% per month (18% p.a.) of the Customer's outstanding past due balance. In the event this interest rate violates any applicable law, then the interest is automatically reduced to the highest rate allowed by applicable law.
3. Customer agrees to maintain a suitable roadway to point of delivery and customer assumes responsibility and shall indemnify seller for truck damage and property damage between curb and point of delivery.
4. Customer acknowledges that it has special skill and knowledge in the selection and use of the material and service to be purchased from Super Agg and expressly disclaims any reliance upon any statements or representations made or to be made by Super Agg regarding the sale of any material or services. Customer acknowledges that it is their responsibility to comply with the manufacture's instructions. Customer waives any liability upon Super Agg for any direct, special, or consequential damages the Customer may suffer. In the event Customer fails to pick up any materials ordered, or wrongfully rejects any materials, Customer shall pay to Super Agg a handling and restocking charge of 25% of the order. Customer shall immediately inspect all material upon delivery to verify: (a) the quantities described in the accompanying invoice/deliver ticket and (b) that there are no visible defects in any of the material. Unless the Customer notifies Super Agg within three days of delivery by certified mail of any discrepancy or deficiency, the Customer waives any claim it may have against Super Agg for any deficiency or defect in said delivery, product, material, and any objection to the amount of the invoice.
5. If Customer fails to pay Super Agg pursuant to the terms of this Purchase Agreement and Super Agg elects to take action to collect, Customer shall pay all costs incurred by Super Agg including, but not limited to, attorney's fees, deposition and transcript fees, special process server fees, and expert witness fees. This Agreement shall be governed by Illinois law with venue proper in McHenry County. Customer waives any right to a jury trial. Customer waives its right to file a counterclaim, set-off, or claim against Super Agg in any action brought by Super Agg to enforce this Agreement.
6. AS SECURITY FOR ANY INDEBTEDNESS INCURRED OR TO BE INCURRED IN THE FUTURE BY CUSTOMER WITH SUPER AGG, CUSTOMER HEREBY ASSIGNS AND GRANTS A SECURITY INTEREST TO SUPER AGGREGATES IN THE FOLLOWING PROPERTY IT PRESENTLY OWNS AND HEREAFTER ACQUIRES: ACCOUNTS RECEIVABLE, ACCOUNTS, CONTRACT RIGHTS, EQUIPMENT, INVENTORY AND ALL PROCEEDS OF THIS COLLATERAL. CUSTOMER APPOINTS ANY AGENT OF SUPER AGGREGATES AS ITS ATTORNEY-IN-FACT TO SIGN AND FILE A UCC-1 FINANCING STATEMENT TO PERFECT THIS SECURITY INTEREST.
7. Customer authorizes any of its employees and agents to order, purchase, and pick-up materials from Super Agg which shall be governed by the terms of this Agreement. In the event Customer orders materials from Super Agg for delivery and Customer does not have a representative present at the time of delivery, Customer authorizes Super Agg to leave the material and equipment at the designated place of delivery. Upon said delivery, Customer shall be responsible for said materials and equipment.
8. If the Customer is not a corporation or limited liability company ("LLC"), or the corporation or LLC is dissolved or no longer in good standing, then the owners of the corporation or LLC shall be personally liable for any indebtedness incurred even if the corporation or LLC is later sold, unless the Customer sends written notice of said change in ownership by certified mail to Super Agg. Personal liability shall continue for the account balance incurred before said notice was received.
9. Customer shall indemnify and hold Super Agg harmless against any and all claims, liabilities, damages, and injuries of any kind and nature, and all attorney fees, costs and expenses relating to or in any way arising out of the delivery, installation, possession, use, damage, or other disposition of the material purchased from Super Agg.
10. The parties agree that this Purchase Agreement is the entire agreement and that no oral representation or agreement has been made which would modify this Agreement and that this Agreement may not be modified except by a writing signed by each of the parties. The invalidity of any portion of this Agreement or delay in enforcement shall not be construed as a waiver thereof and shall not excuse Customers from strict performance. If any term or provision of this Agreement or the application to any person or circumstance shall to any extent be held by court to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED OR SPECIFICALLY INCORPORATED BY WRITING IN THIS PURCHASE AGREEMENT MAY BE LEGALLY ENFORCED.

Personal Guaranty of Account

In consideration of Super Aggregates, extending credit to the corporation, limited liability company, or partnership herein making application for business credit, the undersigned, jointly and severally do hereby guaranty the full and faithful payment to Super Aggregates, of all sums from time to time due said company by the applicant including interest and attorney fees. The undersigned waive presentment and demand for payment, notice of non-payment, protest and notice of protest, the right to a jury trial, the ability to file a counterclaim and hereby consent to jurisdiction and venue with the McHenry County Circuit Court of Illinois.

This guaranty shall only cease if written notice of revocation, by registered mail, be acknowledged by Super Aggregates, and the balance appearing on their books is nil and there is no pending delivery in the process. It shall not cease should a change occur in location of either the business or the guarantor, or in the status of the Customer.

It is understood that there are no conditions or limitations to this guaranty, except those stated herein, and that after execution no alteration, change or modification hereto shall be binding or effective unless executed in writing. This guaranty is assignable in full or in part, together with any one or several or all of the indebtedness which it guarantees, and when so assigned the undersigned shall be bound as above to the transferees. Future updates to this Purchases Agreement shall not discontinue this guaranty.

Guarantor Name _____ Signature _____ Date _____

Home Address _____ City/State/Zip _____

Soc. Sec. No. _____