



American Eagle Ready Mix Arizona LLC

1300 S Litchfield Rd Ste 210-G. Goodyear, AZ 85338

Office (632) 257-1198

CREDIT APPLICATION AND AGREEMENT – STANDARD TERMS AND CONDITIONS

Company Code:	Sales Office:	Sales Organization:	Terms:	Credit Region:	Acct. Clerk:	Acct. Manager:	Account #:
ABOVE LINE FOR AMERICAN EAGLE USE ONLY							
Check Appropriate Box		→ Corporation		→ Partnership		→ Individual	→ LLC
Legal Business Name (Applicant)				Contractor License #		Net Worth of Business (Attach Financial Statement)	
DBA Name				Business Email Address			
Business Address				Date Company Started		Tax Exempt ID# (Attach Certificate)	
City		State		Zip Code		County	
Billing Address (if different than above)						Business Phone # ()	
City						Fax Phone # ()	
State		Zip Code		County		Contact Person & Phone #	
Have you, other owners or your business ever filed for bankruptcy protection?				If yes, when?		Mobile Phone Number	
Bonding Company Name & Bond Number				Phone Number		Amount of Bond	
Products to be Purchased				PO Required? _____		Job Number or Name? _____	
				<input type="checkbox"/> Concrete <input type="checkbox"/> Cement <input type="checkbox"/> Aggregate <input type="checkbox"/> Block or Building Products <input type="checkbox"/> Other – Please List _____		Any Special Instructions for Ordering? Credit Amout Requested _____	
COMPLETE THIS SECTION IF PARTNERSHIP, CORPORATION OR LLC							
Officers Name & Address			Title		Social Security #		Name of Spouse
							Home Phone # ()
Type of Business			Date & State of Incorporation		Type of Ownership		Related Businesses
COMPLETE THIS SECTION IF INDIVIDUAL							
Name of Owner		Date of Birth			Previous business of employer, if less than 3 years		
Home Address			Years at the Address		Home Phone # ()		Name of Spouse
Former Address			Present Employer or Type of Contractor			Social Security #	
BANK REFERENCES							
Name of Bank		Address				Telephone: ()	
Contact Person at Bank				Title of Officer		Account # and Name (Attach Statement)	
Other (Type/Account #)							
TRADE CREDIT REFERENCES (Material Suppliers)							
Name			Phone ()		Fax ()		Acct #
Name			Phone ()		Fax ()		Acct #
Name			Phone ()		Fax ()		Acct #
<p>A. Has the Company or any Officers or Owners of the Company ever done business with or applied for credit with our Company under the same or another name? _____ If so, when and under what name _____.</p> <p>B. Are business premises owned? _____ Value: _____ Mortgage: _____.</p> <p>C. Has the Company or any Officers or Owners of the Company ever done business under another name in this or another state? _____ If so, provide the name (s) and addresses (s): _____.</p>							
<p>In signing this Agreement I (we) acknowledge that I (we) have read and fully understand the Standard Terms and Conditions set forth on the second page of this Agreement and agree to be bound by all of the terms and conditions set forth therein. I (we) hereby represent and warrant that I (we) am authorized to enter into this Agreement on behalf of the business. I (we) also agree to pay all purchases within the term set. If the above business is other than an individual, the undersigned agrees to be personally responsible and pay for any purchases made by such business pursuant to this Agreement. The undersigned hereby gives a personal guarantee and acts as a payment bond surety for the applicant. If it becomes necessary to affect collections, both I (we) and the business will pay reasonable attorney fees, agency fees and court costs. A designation of payment is required on jobs where real property has been improved. If no designation is made, payment will be applied to the oldest unpaid balance. This Agreement will remain in effect until a new agreement is received and approved by an authorized manager or until revoked in writing by certified mail or overnight delivery regardless of any subsequent change in the legal status of the account.</p>							
Date		Authorized Signature			Authorized Signatures / Partner Signature / Spouse Signature		
Printed Name				Printed Name			

Standard Terms and Conditions

Authorization for Credit Review. Applicant consents to American Eagle Ready Mix Arizona LLC affiliates (“American Eagle” AES&F ,AEMAZ) use of a non-business consumer credit report on the Applicant in order to further evaluate the credit worthiness of the Applicant in connection with the extension of business credit as contemplated hereby. Applicant authorizes American Eagle to utilize a consumer credit report from time to time in connection with the extension or continuation of business credit. Applicant hereby knowingly consents to the use of such credit report consistent with the Federal Fair Credit Reporting Act as contained in 15 USC @ 1681 et seq.

- Terms and Conditions.** These Standard Terms and Conditions, Applicant’s Credit Application, and American Eagle’s Quotation, if any, (collectively, “Agreement”) govern any and all purchases made by Applicant from American Eagle and are incorporated herein by reference. This Agreement, and any other documents prepared by American Eagle for Applicant in connection with Applicant’s purchase of materials contain the entire understanding between the parties concerning the subject matter hereof, and there are no other agreements or understandings except as set forth herein. Any different or additional terms or conditions contained in any writing or instrument of Applicant, whether by purchase order or otherwise, are hereby objected to by American Eagle and shall have no effect on, and not become part of, this Agreement.
- Buyer Representations.** Applicant represents to American Eagle that it is solvent and that any financial information provided reflects the present financial condition of the Applicant. If Applicant is not a corporation or limited liability entity, Applicant acknowledges that American Eagle is relying on the credit worthiness and financial ability of the owner(s) of Applicant. Each owner shall be joint and severally liable for all indebtedness of Applicant to American Eagle under this agreement. Applicant warrants that all information supplied to American Eagle is accurate and complete. Each representation and the information contained in the Credit Application is material and given to induce American Eagle to provide credit. Applicant will notify American Eagle by certified mail, within forty-eight (48) hours after any material change in Applicant’s financial or ownership status.
- Technical Assistance.** In no event shall American Eagle bear any responsibility for claims arising from technical advice or assistance provided to Applicant. Advice by American Eagle is for Applicant’s guidance only and Applicant agrees to rely solely on its own architects, engineers or other technical experts.
- Payment and Interest.** Applicant shall make all payments due hereunder in accordance with the terms of this Agreement and as stated on our invoices, at net 30 days, without any right of setoff or retention and without regard to any agreement Applicant may have with other parties. If Applicant fails to pay net 30days, Applicant agrees to pay interest on the unpaid balance from the date when due until paid in full at the rate selected by American Eagle, not to exceed the lesser of 18% per annum or the highest lawful rate, specifically including post judgment. Applicant agrees to pay any and all costs and expenses incurred by American Eagle in collecting from Applicant any past due amounts, including but not limited to reasonable attorney fees, court costs and collection agency fees. American Eagle may suspend pending deliveries during any period when Applicant has overdue balances or evidence of a changed financial condition.
- Liens.** Applicant agrees to timely provide in writing to American Eagle information regarding bonding companies, general contractors or owners for the purpose of filing preliminary notices and claims on payment bonds or mechanic’s and material supplier’s liens.
- Delivery.** American Eagle’s responsibility for delivery shall cease FOB shipping point or, if American Eagle agrees to deliver FOB delivery site, at the curb side or frontage of the address for delivery. Where delivery of products is to an unattended site, American Eagle will not be liable for any loss or damage to products, property or for unsigned delivery tickets.
- Default.** If Applicant is in default under this Agreement or any of its contracts or obligations with American Eagle, American Eagle may at its option and without notice: (i) declare the entire unpaid balance owed by Applicant due and payable; (ii) postpone further deliveries until such default is remedied; (iii) terminate any and all obligations under any contract; and (iv) refuse further performance without any liability to Applicant.
- Limited Warranty and Liability Disclaimer.** American Eagle warrants that the Materials sold under this Agreement meet solely the description and specifications for the same set forth in the applicable Quotation, if any, and shall be free from defects in material and workmanship for a period of one (1) year from the date of delivery thereof. No other express warranties are made with respect to said Materials. Acceptance by Applicant of the Materials shall constitute confirmation by Applicant that the Materials meet the description and specifications, if any, set forth in such applicable Quotation. The foregoing warranty is subject to standard manufacturing and color variations, efflorescence, tolerances and classifications or naturally occurring substances. American Eagle is not responsible for installation or defective conditions caused by installation. Applicant’s exclusive remedy for breach of this warranty shall be to require American Eagle, at American Eagle’s option, to refund the purchase price for the Materials sold hereunder, to repair or to provide Applicant with conforming replacements for any nonconforming Materials. American Eagle shall not be responsible for any removal or installation costs. In no event shall American Eagle be liable, whether as a result of breach of contract, warranty, tort (including negligence) or other grounds, for special, consequential, incidental, liquidated or penal damages. THE FOREGOING WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WRITTEN OR ORAL WARRANTIES OR CONTRACTUAL AGREEMENTS, WHETHER EXPRESS OR IMPLIED BY LAW OR OTHERWISE, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR HABITABILITY. Applicant agrees that in specific consideration for receiving this warranty, it will indemnify and hold harmless American Eagle from any and all damages in connection with any statutory, contractual or warranty breach, negligence, strict liability, or other tortious conduct by American Eagle. This Agreement may not be modified or amended except by a writing signed by both parties.
- Delays.** If American Eagle is unable to complete delivery of any part of an order, Applicant shall accept such part of the order as American Eagle is able to deliver and Applicant shall pay for the part delivered pro rata at the same rate as the whole of the order agreed to be sold and on the same terms of payment. In the event American Eagle shall be delayed in or prevented from the performance of any act required under this Agreement, or it shall become commercially unreasonable to perform by reason of governmental allocations, priorities, restrictions or regulations now or hereafter in effect, storm, flood, fire, earthquake or other Acts of God, war, terrorism, riot, insurrection or other civil disturbance, strikes, lockouts, shortages of materials, labor, raw materials, fuel, power or production facilities, breakdown of equipment, transportation shortages, changes in market conditions or other contingencies beyond American Eagle’s reasonable control whether of a similar or dissimilar nature to the foregoing, American Eagle shall not be liable to Applicant for any damages incurred by Applicant as a result of any such delay or failure.
- Claims.** Applicant agrees that all claims against American Eagle are waived unless presented to American Eagle in writing within one week from the date of delivery of the materials. American Eagle shall have thirty days from receipt to inspect and correct a defect if such claim is allowed. Applicant further agrees that in the event that Applicant disagrees with American Eagle’s decision about whether to allow the claim that the Applicant’s remedy is to formally adjudicate the claim, but the Applicant further agrees that American Eagle’s invoices for all materials supplied shall be paid in the interim. No claim shall be allowed after the materials purchased hereunder are incorporated, modified or processed by Applicant in any manner. AMERICAN EAGLE’S LIABILITY ON ANY CLAIM FOR LOSS OR DAMAGE SHALL NOT EXCEED THE PRICE OF THE MATERIALS ACTUALLY RECEIVED FROM APPLICANT BY CEMES WITH REGARD TO WHICH SUCH CLAIM FOR LOSS OR DAMAGE IS MADE.
- Waiver.** American Eagle may, at its option, permit Applicant to remedy a default under this Agreement without waiving the default so remedied or any other default by Applicant. Applicant waives notice of default of this Agreement and waives presentment, demand, protest, and notice of dishonor as to any instrument issued or delivered to American Eagle.
- Venue.** This Agreement will be governed by the applicable state and federal laws without giving effect to conflict of laws principles. The Applicant agrees that any legal actions and proceedings brought for the breach or the enforcement of this Agreement will lie in the State and county designated by American Eagle. Applicant consents and submits to the jurisdiction and venue of any state, county or federal court located within that county. As a material inducement to American Eagle to enter into this Agreement, Applicant waives the right to trial by jury in any proceeding arising out of or related to this Agreement.
- Notice.** Any notice sent to American Eagle shall be in writing and sent by Certified Mail, postage prepaid, to the local American Eagle credit office.
- Severability.** If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated. The parties agree that each term and provision of this Agreement shall be construed according to its fair meaning and not strictly for or against any Party.
- Offset and/or Setoff.** American Eagle may exercise the right of set-off under this Agreement as to any sums owed by Applicant and/or its affiliates under any other contract or agreement with American Eagle and/or its affiliates.
- Remedies Cumulative.** The duties and obligations imposed by this Agreement and the rights and remedies available under this Agreement are to be in addition to, and not a limitation of rights and remedies at law or in equity.
- Miscellaneous.** Time is of the essence. Applicant consents to American Eagle sending information to Applicant regarding American Eagle’s products and prices at any time by fax to any fax number provided by Applicant, other electronic means or otherwise, A facsimile copy or electronic transmission will be treated as an original. Applicant shall not assign the Agreement or any interest herein without the prior written consent of American Eagle, and any attempted assignment, whether by operation of law or otherwise, shall be void without such prior written consent.

Legal Business Name

APPLICANT

By:

Name of Signer (Applicant Individually and Corporately Title)

Date:

Printed Name: