



CAROLINA SUNROCK LLC

CREDIT APPLICATION

Please complete this credit package and fax to:
Fax: 919.747.6305
Credit Department

Date of Application: _____

CUSTOMER INFORMATION:

Name of Applicant (Write full legal name) _____

()

Business Telephone _____

()

Business Fax _____

Street Address _____

City _____

County _____

Mailing Address _____

City _____

County _____

SS Number or Fed ID Number _____

E-Mail Address _____

()

Cell Phone _____

()

Accounts Payable Contact/Phone _____

State _____

Zip Code _____

DUNS # _____

State _____

Zip Code _____

OWNERSHIP INFORMATION:

_____ Corporation

_____ LLC

State _____

Year _____

_____ Partnership

_____ Proprietorship

_____ Other

LIST CORPORATE OFFICERS, PARTNERS OR OWNERS:

NAME

TITLE

SS #

HOME PHONE

Name(s) and Address(es) of Associated Entities: _____

Sales Tax Exempt? _____ Y or N

If yes, please attach State Exemption Certificate

Purchase Order # Required? _____ Y or N

Credit Line Requested: _____ Number of Employees _____

Bankruptcy? _____ Y or N

Date Filed: _____ Annual Sales Estimate _____

BANK REFERENCES:

Bank Name _____

Contact Person _____

Phone _____

Fax _____

Checking Account # _____ Savings Account # _____

TRADE REFERENCES (THREE REQUIRED):

Please do not include standard utility references.

Company Name _____

Contact Person _____

Account # _____

Phone _____

Fax _____

Company Name _____

Contact Person _____

Account # _____

Phone _____

Fax _____

Company Name _____

Contact Person _____

Account # _____

Phone _____

Fax _____

GENERAL INFORMATION: PLEASE READ AND SIGN BELOW

CAROLINA SUNROCK LLC'S open account terms specify that payment of all invoices must be received within 30 days from the date of the invoice. The undersigned agrees, should credit be extended to my company, or myself individually, payments are to be in accordance with the terms of the Credit & Sales Agreement and shall be due to CAROLINA SUNROCK LLC at its Raleigh, North Carolina Corporate Office. It is agreed that invoices not paid within 30 days of invoice date, are subject to monthly FINANCE CHARGES computed at a "PERIODIC RATE" of 1.5% per month or any portion thereof. The undersigned agrees to pay the FINANCE CHARGES assessed against the account because of late payment.

In the event it should become necessary for CAROLINA SUNROCK LLC to commence legal proceedings against the customer or against the undersigned for collection of any debt of the customer, the undersigned agrees to pay attorneys' fees to CAROLINA SUNROCK LLC as allowed by North Carolina General Statutes Section 6-21.2. The undersigned agrees that the reasonable attorneys' fees shall be 15% of the principal plus all interest due to CAROLINA SUNROCK LLC.

If there are any unpaid judgments or liens against the Applicant or if the Applicant has previously filed bankruptcy or if there is other information relevant to the consideration of this application, please explain below:

COMMENTS: _____

Without presence of above comments and signature below, does hereby state the following:

There is no judgment against the undersigned applicant, no lien unsatisfied, nor filing of bankruptcy, nor repossession, except as shown. Nothing herein shall be construed so as to obligate CAROLINA SUNROCK LLC to extend credit to the applicant. If credit is extended by CAROLINA SUNROCK LLC, applicant agrees that such credit shall be pursuant to the terms and conditions of the CAROLINA SUNROCK LLC CREDIT & SALES AGREEMENT.

CONSENT TO OBTAIN CREDIT INFORMATION: Applicant acknowledges the prospective benefit to Applicant of this Application and grants permission to Seller to seek and obtain information from bank references, trade references, other merchants, credit reporting services (to include Dun & Bradstreet, Equifax and/or other credit bureau assistance agencies), public records and other reasonable sources to determine if credit for business purposes will be extended. If Applicant is a proprietorship, personal credit information will be obtained for evaluating business credit. If credit is granted, this permission shall be ongoing and continuing for so long as the credit account remains open and unpaid, information obtained may be used for collection purposes. If an account is opened, credit history may also be supplied to credit reporting services. Upon written request of the applicant and after payment of all outstanding balances, the permissions granted pursuant to this Paragraph may be terminated. Applicant represents that this Application and Consent is executed for business purposes only and acknowledges that Seller is not a provider of consumer credit. Applicant waives and releases any and all claims against Seller arising from the obtaining and releasing of credit information done in good faith by Seller.

Applicant: _____ **Date:** _____
Applicant (Must be Owner or Officer of Company)

By: _____ **Title:** _____
Applicant Signature (Must be Owner or Officer of Company)

Credit Applications take 3-5 days to process. Please plan your orders accordingly.

FOR CREDIT DEPARTMENT USE ONLY

CUSTOMER NUMBER: _____ **CREDIT LIMIT: \$** _____

CREDIT MANAGER APPROVAL: _____ **DATE:** _____



CREDIT AND SALES AGREEMENT

CAROLINA SUNROCK LLC (CAROLINA SUNROCK) conditionally agrees to extend credit to extend credit to:

_____ (Customer)
under an open account, and Customer agrees to all of the following terms and conditions:

1. **Payment Terms.** Our terms are Net 30. Invoices are due within thirty (30) days following the invoice date. Invoices unpaid thirty (30) days after billing are subject to a monthly FINANCE CHARGE computed at a periodic rate of one and one-half percent (1½%) per month or any portion thereof. Interest on any judgments obtained on amounts due under this Agreement shall bear interest at the above stated contract rate.
2. **Delivery Conditions.** All materials are F.O.B. CAROLINA SUNROCK'S premises unless otherwise specified. The following terms and conditions shall apply to all deliveries:
 - (a) CAROLINA SUNROCK will only deliver materials where site conditions permit a safe and proper operation of equipment. Customer warrants that it will take reasonable measures to ensure safe, practical and unobstructed access to delivery sites. Customer agrees to indemnify CAROLINA SUNROCK and it's agents from and against all liability, loss, and expense including without limitation, attorney's fees, towing costs and property damage incurred by or demanded from CAROLINA SUNROCK as a result of Customer's failure to insure safe, practical and unobstructed access to the delivery site. Nothing in this subparagraph shall be construed as a promise by Customer to indemnify CAROLINA SUNROCK for liability arising from the sole negligence of CAROLINA SUNROCK.
 - (b) CAROLINA SUNROCK'S obligation to deliver concrete shall not exceed thirty-five (35) cubic yards of concrete per hour unless CAROLINA SUNROCK has agreed otherwise prior to delivery.
 - (c) Customer shall provide delivery instructions within a reasonable time prior to when deliveries are to be made. Arrangements for concrete pours exceeding one hundred (100) cubic yards must be made at least one day in advance of delivery. Any delay caused by Customer's failure to provide delivery instructions within a reasonable time prior to delivery or failure to arrange for concrete pours exceeding 100 cubic yards one day in advance of delivery shall be the sole responsibility of the Customer.
 - (d) CAROLINA SUNROCK will only add water above the amount specified in the mix design at the request of the Customer. The Customer will be required to sign the ticket indicating that they required additional water. Customer acknowledges that adding water to the concrete mix reduces the strength of the concrete and hereby agrees to hold harmless and indemnify CAROLINA SUNROCK for any and all liability including attorney's fees, incurred as a result of such addition. Nothing in this subparagraph shall be construed as a promise by Customer to indemnify CAROLINA SUNROCK for liability arising from the sole negligence of CAROLINA SUNROCK.
 - (e) Customer shall pay an additional delivery charge for any delivery requested to be made before 7:00 a.m. or after 4:00 p.m. or on any weekend or holiday.
 - (f) Customer will make prior arrangements for delivery on Legal Holidays, Saturdays or Sundays and will pay additional charges for such deliveries.
 - (g) Customer will be responsible for an additional charge on loads less than three cubic yards except for one finish up load.
 - (h) Customer shall pay an additional charge on the deliveries requiring the use of hot water or cold water.
 - (i) CAROLINA SUNROCK may discontinue deliveries in the case of repeated delays in unloading until the conditions causing the delay are corrected by Customer. Customer shall be allowed ten minutes per cubic yard of concrete with a maximum of sixty minutes for unloading materials. Customer will be charged for all unloading time in excess of sixty minutes in fifteen minute increments at the current trucking rate.
 - (j) Customer shall at all times bear the risk of any loss, deterioration of or damage to the materials on F.O.B. orders after the materials leave CAROLINA SUNROCK'S premises. Customer shall at all times bear the risk of any loss, deterioration of or damage to the materials on Delivered orders upon their arrival at the jobsite.
 - (k) Under no circumstances shall CAROLINA SUNROCK be held liable for delays in delivery or in performance (or failure to manufacture or deliver) on the indicated delivery date. CAROLINA SUNROCK shall also not be liable for any delay or failure to deliver due to causes beyond its control including without limitation, acts of God; acts of Customer; acts of civil or military authority; power failure; priorities; fires; strikes; or other labor disturbances; floods; epidemics; wars; riots; delays in transportation; or inability on account of causes beyond CAROLINA SUNROCK'S reasonable control to obtain the necessary labor, materials, components or manufacturing facilities. In the event of any delay caused by Customer, Customer will bear the risk of any loss to the materials stored and will pay for the storage insurance handling and freight charges associated with the materials. Such charges will be due and payable along with the purchase price for the materials.

- (l) Customer warrants that its agents, employees or contractors on location at a delivery site or on CAROLINA SUNROCK property have authority to: (1) accept materials and sign acceptance confirmations and (2) with respect to concrete deliveries, request the addition of water to the concrete mix.
3. **Warranty.** All materials sold pursuant to this Credit Agreement or pursuant to any other agreement between the parties shall be subject to the following terms and conditions:
- (a) CAROLINA SUNROCK does not extend any warranty on materials sold to Customer unless such a warranty is in writing and signed by a duly authorized CAROLINA SUNROCK representative at the time of the initial sale.
- (b) **THE WARRANTIES, IF ANY, DESCRIBE IN WRITING BY CAROLINA SUNROCK ARE THE EXCLUSIVE WARRANTIES AVAILABLE TO THE CUSTOMER AND ARE MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY SPECIFICALLY EXCLUDED.**
4. **Remedy Limitations.** Customer's exclusive remedy for breach of this Agreement, whether arising under tort, contract breach, warranty, or any defects of any nature in the materials sold hereunder shall be limited to the dollar amount Customer actually paid CAROLINA SUNROCK for the materials. In no event shall CAROLINA SUNROCK be liable for any incidental or consequential damages, including but not limited to loss of profits, and Customer hereby waives its right to recover incidental or consequential damages from CAROLINA SUNROCK. Any action arising from the breach of this Agreement or any sale made pursuant to this Agreement must be commenced within one year after the cause of action has occurred.
5. **Hold Harmless.** Customer shall hold harmless and indemnify CAROLINA SUNROCK against all liability, loss and expense including attorney's fees, incurred by CAROLINA SUNROCK as a result of Customer's transporting, loading, unloading or use, handling goods sold pursuant to this Agreement. Nothing in this paragraph shall be construed as a promise by Customer to indemnify CAROLINA SUNROCK for liability arising from the sole negligence of CAROLINA SUNROCK.
6. **Attorney's Fees.** If it should become necessary to hire an attorney to collect any past-due amounts, Customer agrees to pay CAROLINA SUNROCK'S attorney's fees incurred in connection with collection of any past-due amount. The parties hereby agree that fifteen percent (15%) of the balance of the principal and interest due to CAROLINA SUNROCK will be the amount of the reasonable attorney's fees owed to CAROLINA SUNROCK.
7. **Returned Check Fees.** A returned check fee of \$35.00 shall be charged to the Customer for any rejected or dishonored check by the financial institution for any reason.
8. **Entire Agreement/Modification.** This document and the credit application and any guaranties associated therewith contain the entire agreement of the parties and Customer acknowledges that neither CAROLINA SUNROCK nor any of its agents have made any representations or warranties that are not expressly contained herein. The terms and conditions hereof shall supersede any and all provisions, terms and conditions contained in any confirmation, order or other writing Customer may give or receive, and the rights of the parties shall be governed exclusively by the terms, conditions and provisions hereof. No usage of trade or course of prior dealing between the parties shall be relevant or admissible to supplement, explain or vary any of the terms set forth herein. The failure of either party to enforce any of its rights hereunder shall not constitute a waiver of such rights or of any other rights hereunder. This Agreement may only be modified by a writing signed by both parties.
9. **Waiver of Claims.** Customer's failure to present to CAROLINA SUNROCK a written claim of notice of breach respecting any delivery hereunder, within thirty days after receipt thereof, shall constitute a waiver of all claims with respect thereto.
10. **Severability.** In the event that any provision of this Agreement is declared unenforceable, the remainder shall continue in full force and effect as though the unenforceable provision were not included herein.
11. **Choice of Law.** This Agreement shall be governed by the laws of the State of North Carolina.
12. **CAROLINA SUNROCK Not Required to Extend Credit.** Nothing in this Agreement shall require CAROLINA SUNROCK to extend credit to Customer or to sell any materials to Customer. If, however, CAROLINA SUNROCK in its sole discretion decides to sell materials to or to extend credit to Customer, such extension of credit and the terms of sale of all goods purchased pursuant to such extension of credit, shall be governed by the terms and conditions of this Agreement. CAROLINA SUNROCK may revoke any decision to extend credit at any time without cause.

The parties have this day set their hands and seals effective on the respective stated dates.

This the ____ day of _____, 20__.

APPLICANT: _____ (SEAL)

Print Name of Company

BY: _____

Signature of Applicant (Must be Owner or Officer)

TITLE: _____

DATE: _____



PERSONAL GUARANTY

Date: _____

TO: Carolina Sunrock LLC
200 Horizon Drive, Suite 100
Raleigh, North Carolina 27615

This is to request that you extend and/or continue to extend credit to _____,
(Print name of company)

hereinafter referred to as "the customer." In consideration of the credit that has been or may be extended to the customer, the undersigned hereby unconditionally guarantees to Carolina Sunrock LLC the payment of all debts of the customer, whether now existing or hereafter arising, secured or unsecured, absolute or contingent or whether created directly or acquired by endorsement, assignment, or otherwise together with such interest or service charges as may accrue thereon and without deduction for any claim of setoff or counterclaim of the customer. In the event that Carolina Sunrock LLC commences legal proceedings against the customer or against the undersigned (must be the owner or officer of the above stated business) for collection of any debt of the customer, the undersigned agrees to pay reasonable attorneys' fees of 15% of the outstanding amount owed to Carolina Sunrock LLC as reasonable attorneys' fees allowed by N.C.G.S. section 6-21.2. The liability of the undersigned on this guaranty shall be direct and immediate and not conditional or contingent upon the pursuit of any remedies against the customer or any other person, nor against security or liens available to Carolina Sunrock LLC, its successors, grantees, or assigns. The undersigned expressly waive (a) notice of acceptance of this guaranty and of all extensions of credit to the customer; (b) presentment and demand for payment of any of the debts of the customer; (c) protest and notice of dishonor or default to the undersigned or to any other party with respect to any security therefore; (d) all of the notices to which the undersigned might otherwise be entitled; (e) demand for payment under guaranty and (f) the benefits of all provisions of law, including but not limited to the provisions on N.C.G.S. 26-7, for stay or delay of execution or sale of property or other satisfaction of judgment against the undersigned on account of obligation and liability hereunder until judgment be obtained therefore against the customer and execution thereon returned unsatisfied, or until it is shown that the customer has no property available for the satisfaction or the indebtedness, guaranteed hereby, or until any other proceedings can be had.

This guaranty shall be construed in accordance with the laws of the state of North Carolina and shall be binding upon the undersigned and his or their personal representatives, successors, and assigns unless and until (and then only with respect to future transactions or commitments or extensions of credit) terminated by notice to that effect received by Carolina Sunrock LLC, by registered mail addressed to the Credit Manager and marked "Confidential" at the address stated above.

Guarantor: _____
(Print name of individual - no title)

SS #: _____

Signature: _____
(Guarantor)

Date: _____

Guarantor's Spouse: _____
(Print name of Guarantor's Spouse - no title)

SS #: _____

Signature: _____
(Guarantor's Spouse)

Date: _____

Notary

The foregoing release was described and sworn before me this _____ day of _____, 20_____.

Notary Public: _____

My commission expires: _____

(SEAL)