



SouthHoustonConcrete.com
 828 Old Genoa Red Bluff Rd.
 Houston, TX 77034
 Phone 281.484.7000

CREDIT APPLICATION

1. CUSTOMER INFORMATION

Legal Name of Business (hereinafter referred to as "Customer")		State of Formation, Type of Business	Date of Formation	Federal EIN No.
Physical Address:				
Address		City	State	Zip
Mailing Address:				
Address		City	State	Zip
Phone Number:				
Sales & Use Tax Permit:	Check One. Yes No If YES, attach a Sales & Use and/or Resale Certificate		Resale #:	
			Contractor License #:	
Bonded:	Check One. Yes No IF YES, complete the following:			
Name of Bond Company	Bond Company Address	City, State, Zip	Bond Company Phone No.	

2. CUSTOMER AUTHORIZED REPRESENTATIVE INFORMATION

Last Name		First Name		Title
Address		City	State	Zip
Phone Number			Email	
Date of Birth	Driver's License Number (attach copy of Driver's License)	State Driver's License Issued	Social Security Number	

3. BANK ACCOUNT(S) REFERENCES/INFORMATION

Institution #1:	Institution #2:	Institution #3:
Name	Name	Name
Account No. / Type of Acct.	Account No. / Type of Acct.	Account No. / Type of Acct.
Address (of branch most frequented)	Address (of branch most frequented)	Address (of branch most frequented)
Contact Name	Contact Name	Contact Name
Contact Phone Number	Contact Phone Number	Contact Phone Number
Contact Email	Contact Email	Contact Email

4. TRADE REFERENCES/INFORMATION

Trade Company #1:		Trade Company #2:		Trade Company #3:	
Company Name		Company Name		Company Name	
Month/Date Account Opened		Month/Date Account Opened		Month/Date Account Opened	
Credit Limit	Credit Balance	Credit Limit	Credit Balance	Credit Limit	Credit Balance
Address		Address		Address	
Contact Name		Contact Name		Contact Name	
Contact Phone Number		Contact Phone Number		Contact Phone Number	
Contact Email		Contact Email		Contact Email	

Credit Amount Requested: _____

This Terms & Conditions of Credit Application ("**Terms**") are the only terms that govern the Credit Application entered into by Customer (as identified on the Credit Application) for the sale of materials and/or services by South Houston Concrete Pipe Company ("**Company**"). The Credit Application, this Terms and any documents referenced and/or listed in any of them are incorporated herein and shall comprise the entire agreement between Customer and Company and shall hereinafter collectively be referred to as the "**Agreement**."

1. Applicability. Customer's execution of the Credit Application shall constitute Customer's acceptance and agreement of Customer to be bound to the terms and conditions of the Agreement. Provided Company approves of Customer's Credit Application, the Agreement shall apply to and govern all purchases, purchase orders, invoice and otherwise (collectively an "**Order(s)**"), of Customer for the sale of products, services, materials and/or supplies (collectively the "**Product(s)**") from Company. Each Order shall be deemed to incorporate and be subject to the Agreement. Any additional or contrary terms, conditions or instructions proposed by Customer are rejected by Company unless expressly agreed to in writing by Company. In the event of a conflict between the Agreement and an Order or any other document, the terms of the Agreement shall govern. Notwithstanding any provision to the contrary, Company may, from time to time modify its services without the consent of Customer, including without limitation, the credit limit available to Customer and the terms and conditions upon which credit accommodations will be extended to Customer.

2. Credit Report Condition Precedent. Company is hereby authorized, at any time, to generate and/or obtain one or more credit and/or investigative reports from credit reporting agencies and/or other similar agencies regarding Customer. At Company's sole discretion, the extension of any credit by Company to Customer is directly contingent on Company's receipt and approval of a satisfactory credit report pertaining to Customer and any guarantors of the credit. If a credit report is deemed unsatisfactory by Company, Company shall have no obligation to extend credit to Customer and any commitment or agreement to extend credit shall be void and of no effect. Moreover, in the event Company extends credit to Customer under the Agreement, Customer agrees that such extension is expressly conditioned on Customer's continued solvency during the term of the Agreement and any outstanding Order. On request, Customer agrees to provide Company a sworn statement and any other documentation substantiating that Customer is and remains solvent.

3. Delivery. Customer may either pick up the Products described in the Order at the Company's office or request delivery. Acceptance of the Products is deemed to occur upon pick-up and removal from Company's office or upon delivery. All deliveries are subject to fees as outlined in the Agreement. Customer is solely responsible for all shipping, handling, and related expenses, as well as any risk of loss associated with delivery. Customers acknowledge that Company uses third-party trucking services for all deliveries. Company shall not be liable for any claims, damages, or losses arising from or related to the delivery of goods once the goods are tendered to a third-party carrier for delivery to Customer. Risk of loss and liability for the goods shall transfer to Customer upon such tender. Company may, at its discretion, assign to Customer any rights or claims it may have against the

third-party carrier, enabling Customer to pursue any such claims directly. See the Company Policy for additional information.

4. Title; Security Interest. Title to the Products shall pass to Customer only upon Company's receipt of full and proper payment of the respective Order for the Products and any other amounts due Company. As collateral security for the payment of the purchase price of the Products, Customer hereby grants to Company a lien on and security interest in and to all the right, title and interest of Customer in, to, and under the Products, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this Section constitutes a purchase money security interest under applicable law. Customer agrees to execute any financing statements or other documentation as reasonably requested by Company to evidence and perfect such security interest.

5. Price; Payment Terms. Customer shall pay the amount of each Order in accordance with the Agreement. Each Order shall be due and payable to Company within 30 days of the acceptance of the Products, unless required otherwise by Company. See Company Policy for additional payment instructions. For any payments due and not timely paid by Customer, Company may, in its sole discretion and without limiting any other rights and remedies Company may have under the Agreement, by law or otherwise, do one or more of the following and without any prior notice: (a) charge Customer interest or a late fee on such payment beginning on the date after the due date and continuing until paid in full; (b) suspend any services by Company; (c) suspend Customer's account; (d) terminate the Agreement; (e) modify Customer's credit limit; (f) file and enforce any applicable lien claim rights. In any such event, Company shall be entitled to (i) all amounts due Company under the Agreement; (ii) costs and expenses incurred relating to collections on amounts due Company, including without limitation, legal fees and all related expenses; and (iv) all other loss, costs and expenses arising therefrom. Payments required under this Section shall be paid promptly upon demand.

6. Discretionary Discounts. Any applicable discounts are at the Company's sole discretion and shall be in accordance with the Company Policy.

7. Guaranty Agreement Condition Precedent. The completion, execution and delivery of the Guaranty Agreement (attached hereto) guaranteeing the obligations describe therein (the "**Guaranty**"), concurrently with the execution of the Agreement is a condition precedent to the effectiveness and enforceability of the Agreement. Customer's failure to strictly comply with this Section shall deem the Agreement null and void and neither party shall have any further obligations or liabilities to the other party under the Agreement.

Moreover, Customer expressly understands and agrees that any extension of credit by Company to Customer is directly contingent on Company's receipt and approval (in Company's discretion) of a satisfactory credit report pertaining to the guarantor(s) of the Agreement. If the guarantor(s)'s credit report is deemed unsatisfactory by Company, Company shall have no obligation to extend credit to Customer and any commitment or agreement to extend credit shall be void and of no effect.

8. Warranty. COMPANY HEREBY EXPRESSLY DISCLAIMS AND MAKES NO WARRANTY WHATSOEVER, TO CUSTOMER OR ANY THIRD PARTY, WHETHER EXPRESS, IMPLIED, STATUTORY, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, WITH RESPECT TO THE PRODUCTS, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF TITLE AND WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. THE PRODUCTS ARE PROVIDED AS-IS AND WITH ALL FAULTS. CUSTOMER ASSUMES ALL RISKS RELATED TO THE QUALITY, PERFORMANCE, AND USE OF THE PRODUCTS.

9. Returns. Unless provided otherwise in the Agreement, within 30 days of acceptance of Products, such Products may, at Company's sole discretion, be returned for a full or partial credit. All returned Products are subject to a restocking fee, which Company may deduct from any refund due Customer. All custom and/or special ordered products and any products that have been used, installed or incorporated in any way are NONRETURNABLE AND NONREFUNDABLE. Company is not in any way obliged to accept any Products that are damaged, mutilated, altered or otherwise not suitable for resale, unless provided otherwise in writing by Company. Any return of Products on delivery is subject to a return delivery fee to be paid by Customer. Payments required under this Section shall be paid promptly upon demand. See the Company Policy for additional information.

10. Liability. Notwithstanding any provision to the contrary, in no event shall the total liability amount of Company in the aggregate for any liability, loss, damage, claim or otherwise, arising out of the Agreement and/or any Order, exceed the amount of the total amount of the respective Order. Moreover, Customer expressly agrees that in no event shall Company be liable under any theory of recovery, including without limitation, contract, warranty, strict liability or tort for any indirect, incidental, special or consequential damages, including, without limitation: loss of profits, business, product or information; loss of use of the Products or any associated equipment; costs of capital, substitute equipment, parts, software, facilities or services; costs of down time or labor; defective, deficient, damaged or nonconforming Products; delay in delivery of the Products; any alleged breach; suspension of Company's services; shortage of materials; and/or claims of any damages of any kind, including without limitation, delay and liquidated, arising from the Agreement, Order or otherwise, however caused, regardless of whether such damages were foreseeable and whether or not Customer was advised of the possibility of such damages.

11. Insurance. Customer shall purchase and maintain the kinds of insurance coverage with limits sufficient to protect the amount of each Order, in addition to any occurrences that could arise therefrom and the Agreement. Customer shall name Company and any party for whom Company is responsible as an additional insured under such policy and require its insurer to waive all rights of subrogation against Company's insurers.

12. Liens. Company reserves the right to file and enforce lien claims against the project (for which the Products are being used, installed or incorporated) and the property where the project is located for unpaid amounts due under the Agreement, including the value of the products delivered, attorneys' fees and any associated costs. Customer agrees to immediately provide Company with all necessary project and property information to facilitate the filing of such lien claims, including the legal description of the property and the identity of the property owner, upon request. This provision shall survive termination or expiration of the Agreement.

13. Cancellation. Customer or Company may cancel an order at any time upon written notice to the other party. In such event, Customer shall pay Company, without limitation, all cancellation fees, charges, costs and expenses attributable to such cancellation, including without limitation delivery and restocking fees, as may be applicable. Any custom and/or special ordered products upon commencement of production but before acceptance may be cancelled at Company's sole discretion and subject to fees as Company determines. Payments required under this Section shall be paid promptly upon demand.

14. Company Policy. Customer agrees to comply with all applicable company policies as may be communicated or provided by Company from time to time, including but not limited to the Company Policy, which is made available at Company's office or upon request, all of which are incorporated into the Agreement. Company reserves the right to amend its policies at any time and for any reason with or without notice to the Customer.

15. Disputes; Governing Law; Venue; Fees & Costs. Any dispute arising out of the Agreement shall first be resolved by good faith negotiations between the parties promptly upon receipt of the dispute in writing to the other party. If the dispute is not resolved by good faith negotiations, Company shall, in its sole discretion, elect in writing whether the binding dispute resolution shall be arbitration or litigation. If Company elects arbitration, the arbitration shall be governed by the American Arbitration Association, and all awards of the arbitrator shall be binding and non-appealable. Judgment upon the award of the arbitrator may be entered in any court having jurisdiction. The Agreement shall be governed by and construed in accordance with the laws of the State of Texas, notwithstanding otherwise applicable conflict of law principles. The parties agree that any dispute arising out of or related to this Certificate shall be brought exclusively in the state or federal courts located in Harris County, Texas. Each party consents to the exclusive jurisdiction and venue of such courts and waives any objection to the inconvenience of such forum. **CUSTOMER HEREBY EXPRESSLY WAIVES THE RIGHT TO A TRIAL BY JURY IN ANY SUCH ACTION**, to the fullest extent permitted by applicable law. The prevailing party shall be entitled to recover its reasonable attorneys, experts and consultants' fees and court or arbitration fees, and related costs and expenses.

16. No Third Party Beneficiary. The parties expressly agree that the Agreement shall not create rights in third parties and is not intended to be relied upon by any other person or entity other than the parties to the Agreement.

17. Independent Contractor. Customer expressly agrees Company is an independent contractor with respect to this Agreement. Customer shall not have the right to control or direct the details of the services performed by Company. Company and any party under Company's control or direction shall not be considered or deemed to be employees of Customer.

18. No Waiver. A waiver by Company of any act, condition or requirement contained in the Agreement shall not constitute a continuing waiver of any other or subsequent act, condition or requirement of the same in other instances, unless specifically so stated in a written agreement and signed by Company.

19. Assignment. Customer shall not assign the Agreement or any portion thereof to any person or entity without Company's prior written consent. Customer's failure to comply with the foregoing shall deem any such purported assignment void and invalid.

20. Severability; Survival. If any provision in the Agreement is determined to be illegal, unenforceable, or non-applicable it shall be deemed severed and shall not affect the remaining provisions of the Agreement. Any and all rights, benefits, warranties, covenants and agreements which benefit Company under the Agreement, and all obligations of Customer, shall survive any consideration, completion and/or payment to Customer or termination of the Agreement and shall continue in full force and effect.

21. Entire Agreement. The Agreement represents the entire and integrated agreement between Company and Customer and supersedes all prior negotiations, representations or agreements, either written or oral. Any other documents referenced in the Agreement are hereby incorporated herein by reference and made part hereof. Unless provided otherwise in the Agreement, the Agreement may be modified only by a mutually agreed-upon written instrument signed by both Company and Customer.

Notice: The Federal Equal Credit Opportunity Act (ECOA) prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has, in good faith, exercised any rights under the Consumer Protection Credit Act. The federal agency that administers compliance with law concerning this creditor is the Federal Trade Commission, Division of Credit Practices, 600 Pennsylvania Avenue, NW, Washington, DC 20580.

Waiver of Consumer Rights. Customer hereby waives Customer's rights under the Deceptive Trade Practices-Consumer Protection Act, Section 17.41 et seq., Business & Commerce Code, a law that gives consumers special rights and protections. After consultation with an attorney of Customer's own selection, Customer voluntarily consent to this waiver.

By execution of this Credit Application, Customer and/or the undersign hereby represents and warrants that (i) Customer explicitly understands and agrees that this Credit Application for any purchase of materials and/or services from South Houston Concrete Pipe Company is governed by and shall be subject to the provisions of the Terms and Conditions of Credit Application which is incorporated herein; (ii) the information contained herein is true, complete and accurate and South Houston Concrete Pipe Company is entitled to rely on such information; (iii) this information has been furnished with the full understanding that it is to be used to determine the amount and conditions of the credit to be extended to Customer, if any, for the purchase of any materials and/or service from South Houston Concrete Pipe Company; (iv) any extension of credit by South Houston Concrete Pipe Company and the credit amount shall be at South Houston Concrete Pipe Concrete's sole discretion; (v) the bank institutions and trade companies listed in this Credit Application are authorized to release necessary information to South Houston Concrete Pipe Company for which credit is being applied for in order to verify the information contained therein; and (vi) the undersign is an authorized representative of Customer and is duly authorized to enter into the Agreement (as defined in the Terms & Condition of Credit Application) and bind Customer to all the terms and conditions therein.

Customer Signature

Print Name & Title

Date