

Application for Credit
CPM DEVELOPMENT CORPORATION

A CRH Company
All Divisions and Subsidiaries

Please list location you are applying with here

Applicant Exact Name/Business Name _____

Mailing Address _____ Phone _____

Physical Address _____ Fax _____

City _____ State _____ Zip _____ Mobile _____

Previous Address if less than 2 years above _____

E-Mail Address _____ Anticipated Credit Requirement \$ _____

Would you like invoices emailed? Yes ☐ No ☐ E-Mail Address if Different Than Above _____

BUSINESS As Applicable, List Name(s), Title(s) of Corporate Officers, Partners, Owners, or Members:

☐ Sole Owner ☐ Partnership ☐ Corporation ☐ Limited Liability Company ☐ Political Subdivision

☐ Subsidiary of _____ ☐ State of Incorporation or Registration _____

Name _____ Title _____ Social Security No. _____

Name _____ Title _____ Social Security No. _____

Type of Business _____ Years at Present Location _____ Years in Business _____

Minimum Annual Sales \$ _____ (ECOA requirement)

Federal Tax I.D. No. _____

Contractor License State _____ No. _____

Contractor Bond State _____ No. _____

Resale Certificate State _____ No. _____

Accounts Payable Information

Contact _____

SPECIAL INSTRUCTIONS, P.O. required, etc. _____

Have you obtained credit under another trade name(s) or been a principal in another business? ☐ Yes ☐ No If yes, Name _____

INDIVIDUAL

Employer _____ Position _____

How Long _____ Income _____ Date of Birth _____ Social Security No. _____

Spouse Name _____ Employer _____

**BANK
REFERENCE**

Name of Bank _____ Contact _____ Branch _____

Address _____ Phone _____

**TRADE/CREDIT
REFERENCES**

Name _____ Phone _____

Name _____ Phone _____

The applicant hereby applies for credit from CPM Development Corporation operating Divisions and Subsidiaries, existing and that may come to exist (Creditor), and agrees to be bound by all of the terms and conditions contained in this credit application, any documents referenced in this credit application or any supplements. The applicant agrees to pay for purchases of goods and/or services according to the terms of the Creditor as indicated on each invoice which terms supercede the terms and conditions of any sales agreement, purchase order, or other document that may have different terms than those of the Creditor unless such different terms are specifically agreed to in writing by the Creditor. Creditor reserves the right to terminate credit and/or delivery accommodations at its sole discretion. It is understood the Creditor may impose a delinquency charge, which is the lower of 1-1/2% per month or the highest rate allowed by law on any amount that becomes delinquent. It is understood the Creditor may amend the terms herein 30-days after giving written notice to applicant, and applicant's use of this account thereafter shall be deemed applicant's agreement to be bound thereby. **The applicant agrees to be responsible for all collection costs and attorney's fees incurred in connection with the collection of any delinquent amount, with or without suit, and/or assigned to a collection agent.** If from time to time Creditor may owe credits, refunds, or other monies to the applicant, such indebtedness shall be deemed to be created from this agreement and Creditor shall have the right of recoupment of such credits, refunds, or other monies within its sole discretion. Creditor is authorized to check bank and credit references, and to obtain such commercial and/or consumer credit reports creditor deems necessary to determine credit worthiness of applicant. Additionally, should any individual(s) guaranty the debt of the applicant, said individual(s) shall be provided with a copy of this application and by signing the guaranty agreement shall authorize Creditor to obtain consumer credit reports to evaluate credit worthiness. In the event of litigation, applicant agrees to jurisdiction of the courts of, and venue shall be in, the State and County wherein the Creditor's office from which applicant purchased is located. The parties hereto knowingly and intentionally waive the right to a jury trial on any issue or dispute that may arise between them. The person(s) signing this application certify that all of the information contained in this application and any attachment or amendment is true, correct, and complete to the best of their information, knowledge, and belief.

Date _____ Signature _____ Title (If Applicable) _____

NOTICES: The Federal Equal Credit Opportunity Act prohibits creditors from discrimination 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 right under the consumer credit protection act. The federal agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580.

If your application for business credit is denied, you have the right to a written statement of the specific reasons for the denial. To obtain this statement, please contact, in writing, the Corporate Credit Department, P.O. Box 3366, Spokane, WA 99220, telephone (509) 534-6221, within sixty (60) days from the date you are notified of our decision. We will send you a written statement of reasons for the denial within thirty (30) days of receiving your request for the statement.

- Central Pre-Mix Concrete Co. • River Bend Materials • ICON Materials • RiverBend Construction Inc• Inland Asphalt Company
- American Rock Products • Central Washington Concrete • Wenatchee Sand and Gravel • Interstate Concrete & Asphalt Co.
- Helena Sand & Gravel • Hood River Sand, Gravel & Ready Mix • Montana Materials & Construction • Dutra Materials
- Umpqua Sand & Gravel

Please fax completed credit application to 509-536-3051 or e-mail to NWD.Credit@na.crh.com

CPM DEVELOPMENT CORPORATION



GUARANTY AGREEMENT

TO: CPM Development Corporation, It's Divisions and Subsidiaries

FROM: the undersigned Guarantor

CUSTOMER: _____, hereinafter the "Company"

FOR AND IN CONSIDERATION of your financial accommodation to the Company, the undersigned, hereby jointly and severally guarantee(s) unconditionally at all times payment of any and all indebtedness and/or liability together with any extensions or modifications thereof (the "indebtedness"), now owing or which may hereafter be owing or become due from the Company to you, your successors or assigns, whether or not such indebtedness or any part thereof be otherwise guaranteed or secured, and irrespective of any other circumstance, and upon the failure of the Company to pay promptly the full amount thereof when due, the undersigned, jointly and severally promise(s) to pay such indebtedness on demand, together with interest thereon.

No renewal or extension of the time of payment of any indebtedness, no release or surrender of any security given for the indebtedness, and no delay in enforcement of payment shall in any manner impair or affect your rights, or release in whole or in part the undersigned from liability, hereunder.

This is intended as a continuing guaranty and requires no notice to the undersigned, and shall remain in full force and apply to all present and future matters and transactions (not exceeding in its extent, at any one time, the amount stated below if this is a limited guaranty). In case a lawsuit is brought to enforce this guaranty or any claim arising hereunder, the undersigned: (a) agrees that at your option the venue of such suit may be laid in Spokane County, Washington; (b) consent(s) to the jurisdiction of and service of process of the courts of the state of Washington; and (c) agrees to pay such additional sum as the court shall adjudge as reasonable attorney's fees in such lawsuit.

If this guaranty is limited to a certain amount, the undersigned guarantees the above-described indebtedness to the extent of \$ _____.

DATED this _____ of _____, 20__.

GUARANTOR:

GUARANTOR:

Signature (no title)

Printed Name (no title)

Address

Social Security Number