

Return application to the address below:

Credit Manager 2025 Centre Pointe Boulevard Mendota Heights, MN 55120-1221

Email: credit@tccmaterials.com

Phone: 651-688-9292

PLEASE FILL OUT THE FOLLOWING INFORMATION

Thank you for your interest in doing business with us.

The following application must be filled out completely. Submission of this application does not guarantee credit will be granted to all companies. Documents sent electronically may be used as an original. Complete fully and have all owners and officers sign to prevent any delays in processing.

If you have already been working with a sales rep, please list here: ___________ **CUSTOMER INFORMATION** Legal Customer Name: Address: City: ______ State: _____ Zip Code: ____ Phone: (_____) _____ Fax: (____) ____ Date started or incorporated: Federal Tax ID No. (Required) State of Registration or Incorporation: _____ **Sales Tax Exempt:** ☐ Yes □ No **Corporate Status: Business Classification:** If yes, a copy of your tax exemption certificate must be included with this application. *Please note: Tax Exemption forms for project-specific ☐ Corporation ☐ Contractor exemptions must be submitted prior to the start of a project.* ☐ Partnership □ Dealer ☐ Sole Proprietor ☐ Other: ____ (please specify) Other: (please specify) Select the type of credit you are applying for: ☐ Credit Terms - Anticipated credit need: \$_____ ☐ COD/Credit Card Only (pay at time of order) □ No ☐ Yes Do you require a Purchase Order: All invoices are sent via email and can be accessed through an online portal. Provide the email invoices should to be sent. **Purchaser/Sales Contact: Accounts Payable Contact:** Name: Name: _____ Phone: ___ Phone: _____ Mobile: Primary Purchasing Region (States, Counties, Cities, etc.): Please select the products and/or services you are interested in purchasing. Aggregates **Packaged Cement Products** П ☐ Architectural Block & Precast **Precast Concrete Products** ☐ Concrete Masonry Units (CMU) П Ready-Mixed Concrete Concrete Pumping & Conveying **Repair & Restoration Products** Concrete, Hardscape & Masonry Supplies Sealants & Mastics Curing & Sealing Compounds Stone & Brick Hardscape & Landscape Products OTHERS:

| 1. Owner/Officer: | | |
|---|------------------------------------|----------------|
| Title: | Social Security # | |
| Residential Address: | | |
| 2. Owner/Officer: | | |
| Title: | Social Security # | |
| Residential Address: | | |
| 3. Owner/Officer: | | |
| Title: | Social Security # | |
| Residential Address: | | |
| 4. Owner/Officer: | | |
| Title: | Social Security # | |
| Residential Address: | | |
| | | |
| Bank Reference | Account # | |
| 1. Name: | | |
| City/State/Zip. | | |
| Supplier References | | |
| 1. Name: | Phone | |
| | | |
| | Fax: | |
| ency/state/zip. | | |
| 2. Name: | Phone: | |
| Email: | Fax: | |
| City/State/Zip: | | |
| 3. Name: | Phone: | |
| | Fax: | |
| | | |
| | | |
| 4. Name: | | |
| | Fax: | |
| City/State/Zip: | | |
| | | |
| | | |
| Internal Use Only: Date Reviewed: Reviewed by: | Credit Limit Authorized: <u>\$</u> | Authorized by: |
| | | |

CREDIT ACCOUNT TERMS

In consideration of Twin City Concrete Products Co., Amcon Concrete Products, LLC, Borgert Products Company LLC and their affiliates and subsidiaries (collectively, "Company") selling to the purchaser identified below (the "Purchaser") on an open end account and in reliance on the representations of the undersigned owners/officers (jointly and severally the "Applicant"), the Purchaser and Applicant agree to the following credit terms regarding any purchases made by the Purchaser, the Applicant, or their agents including those ordered by E-mail, facsimile, telephone or otherwise:

- 1. The Applicant represents and warrants that the Applicant is authorized to execute this document on behalf of the Purchaser and agrees that a facsimile or electronic copy of this document may be used as an original copy by Company for any purpose. The Applicant and the Purchaser represent and warrant that all information provided in connection with this Document is true and correct.
- 2. Payment to Company by the Purchaser on its open credit accounts shall be made by the thirtieth (30th) day following each of the Purchaser's orders and the resulting delivery of products and services by Company. The Purchaser shall pay INTEREST at a RATE OF 1 1/2% per month (an ANNUAL PERCENT RATE OF 18%) on the unpaid balances owed at the end of the previous billing cycle after subtracting any payments made and credits allowed during a billing cycle.
- 3. All materials and services purchased from Company by the Purchaser shall be for business purposes only and not for personal use. The Applicant and the Purchaser acknowledge and agree that this document is not a consumer credit contract as defined by applicable federal or state laws.
- 4. The Purchaser shall pay all collection costs incurred by Company in connection with any purchases made by the Purchaser or any amounts advanced under this credit agreement including, but not limited to, arbitration, mediation, or litigation (court) costs and its reasonable attorneys' fees.
- 5. The Purchaser waives notice from Company of nonpayment of any past due accounts and submits to the personal and subject matter jurisdiction and venue of the District Court in Dakota County or Ramsey County, Minnesota at Company's discretion.
- 6. Company may freely assign, in whole or in part, the Purchaser's credit account balance to a third-party and said assignee shall have the same rights as accorded herein to Company. Company may also lower the Purchaser's credit limit with the Company or terminate the Purchaser's open credit account at any time with or without cause.
- 7. The opening of a credit account by Company for the Purchaser is not a commitment by Company to sell or deliver goods to the Purchaser.
- 8. The Purchaser shall further be bound by Company's General Terms and Conditions of Sale, as may be amended from time to time, as set out in Company's quotation and price sheets. The credit terms contained herein are neither a limitation, nor an election, of the remedies that Company may use to protect its rights due to the extension of credit, or the sale of goods and services, to the Purchaser.
- 9. The Purchaser and the Applicant both hereby authorize their credit references or any organization in the business of providing credit information (Credit Reporting Agencies) to provide Company all the information it requests from time to time about the Purchaser and the Applicant.
- 10. The undersigned agree that, in submitting this credit application, the credit history(ies) of the the Applicant may be a factor in the decision of whether to advance credit to the Purchaser, and hereby consents to the use of consumer credit report(s) of the Applicant. The Applicant, as an individual, knowingly agrees and consents to the use of such credit report consistent with the Federal Fair Credit Reporting Act (15 U.S.C. Section 1681, et. seq.).
- 11. The Applicant and the Purchaser acknowledge and agree that, unless explicitly directed by the Purchaser in writing at the time of submitting this document, a credit account for the Purchaser may, at the discretion of the Company, be opened for the Purchaser at each of the Company's affiliates and subsidiaries including, but not limited to, Cemstone Products Company, Cemstone Ready-Mix, Inc., Cemstone Concrete Materials, LLC, Amcon Concrete Products, LLC, Borgert Products LLC, Twin City Concrete Products Co., Roberts Concrete Products, Inc. and Dakota Aggregates, LLC.
- 12. EACH APPLICANT ACKNOWLEDGES AND AGREES THAT, BY SIGNING BELOW, EACH APPLICANT JOINTLY AND SEVERALLY GUARNATEES ALL OBLIGATIONS OF THE PURCHASER FOR ALL AMOUNTS ADVANCED UNDER THIS CREDIT AGREEMENT, ALL RELATED PURCHASES MADE BY THE PURCHASER AND ANY OTHER INDEBTEDNESS OF THE PURCHASER OWED TO THE COMPANY. This is a continuing, irrevocable guaranty and shall be in effect as to all sales made by or on behalf of the Purchaser from the Company or any of its affiliates and/or subsidiaries. The Applicant hereby waives notice of default, nonpayment and notice thereof and consents to any modification or renewal of this credit agreement.

| Purchaser (business name): | | Date: | |
|---|------------|-------|--|
| Signature required: | | | |
| (Applicant individually and on behalf of Purchaser) | Print Name | Title | |
| Signature required: | | | |
| (Applicant individually and on behalf of Purchaser) | Print Name | Title | |
| Signature required: | | | |
| (Applicant individually and on behalf of Purchaser) | Print Name | Title | |