



**CREDIT APPLICATION**

Date: \_\_\_\_\_

**BUSINESS INFORMATION**

Customer Name: \_\_\_\_\_

Address: \_\_\_\_\_ City, State & ZIP: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Federal ID Number: \_\_\_\_\_ Years in Business: \_\_\_\_\_

Accounts Payable Contact Name: \_\_\_\_\_

A/P Telephone: \_\_\_\_\_ A/P Fax: \_\_\_\_\_

A/P Email Address: \_\_\_\_\_

**TYPE OF ORGANIZATION**

Corporation

LLC

State of Incorporation: \_\_\_\_\_

State of Organization: \_\_\_\_\_

Sole Proprietorship

Partnership

**LIST OF CORPORATE OFFICERS, PARTNERS OR MEMBERS**

Name:	Title:	Address:	Social Security Number:
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Has the company or any of the individuals listed above been a debtor in a bankruptcy proceeding? \_\_\_\_\_

Has any judgment ever been entered against the abovementioned company or individuals listed? \_\_\_\_\_

Are there any legal actions or arbitrations pending against the company or individuals listed above? \_\_\_\_\_

If you answered yes to any of these questions, please explain on a separate sheet of paper.



**BANK REFERENCE**

Bank Name: \_\_\_\_\_

Address: \_\_\_\_\_ City, State & ZIP: \_\_\_\_\_

Account Number: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_

**TRADE REFERENCES**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_ City, State & ZIP: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_ City, State & ZIP: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_ City, State & ZIP: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_

**FORM COMPLETED BY:**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_



CEMENT TECHS OF MARYLAND STANDARD TERMS AND CONDITIONS

**Contract** This credit agreement and all subsequent documents are premised upon the terms herein set forth, and Cement Techs of Maryland does not agree to any other terms.

Cement Techs of Maryland Standard Terms and Conditions are the only terms and conditions of sale and credit and cannot be verbally changed by an employee of Cement Techs of Maryland or superseded by any quotation, purchase document or invoice issued by Cement Techs of Maryland, even if material is shipped on the quotation, purchase document or invoice. Changes can only be made in writing and signed by the owner of Cement Techs of Maryland.

If a Purchaser is a corporation, LLC or partnership, the undersigned hereby covenants and warrants that the Purchaser is in good standing and duly qualified to do business in the state in which it was incorporated or organized and the state to which the delivery is made by Cement Techs of Maryland, and that the undersigned is an officer, member or partner of the Purchaser and duly authorized to sign and execute this Agreement on behalf of the Purchaser and that credit information provided herein is true and correct.

Payment terms are NET 30 DAYS from date of delivery.

Cement Techs of Maryland reserves the right at any time to terminate any preexisting credit agreement and to require full payment upon delivery.

Cement Techs of Maryland reserves the right to apply a 1.5% finance charge per month (annual rate 18%) on unpaid balances outside terms as stated. Nothing shall deem to waive Cement Techs of Maryland's right to receive payment in full within 30 days of delivery or upon delivery if requested.

Signature of Purchaser's representative on a delivery ticket constitutes Purchaser's agreement to pay promptly for that delivery.

Purchaser will be charged extra for additional items and services such as: admixtures, special materials, such as fibers and ice refrigerants, winter operations, loads under six cubic yards, tolls, waiting time, plant openings outside of regular delivery hours, etc. This list is not meant to be an all-inclusive list of items. Other costs may be charged.

Any sales tax that is or may be levied by Federal Government, State of Maryland or any other state or local government organization are to be paid by the Purchaser. Sales tax is not included in Cement Techs of Maryland's price quotes and is applicable unless exempted by state law. If the contract is Tax Exempt, the Tax Exempt Certificate must be received from Purchaser prior to commencement of the project.

If the Purchaser fails to supply a Tax Exempt Certificate, Cement Tech's of Maryland, Inc. will not issue credits for the taxes billed on invoices prior to the Purchaser's Tax Exempt Certificate being on file with Cement Techs of Maryland.

Purchaser authorizes Cement Techs of Maryland and/or its legal representatives to make, at any time, before or after the execution of this agreement, any investigation necessary to evaluate the credit worthiness of the customer or guarantors, including, but not limited to the following: obtaining credit reports from any bureau and contacting credit references. Purchaser further agrees to provide any information requested by Cement Techs of Maryland about the job, including but not limited to: location, owner, general contractor and bond information.

If Purchaser does not already have an account with Cement Techs of Maryland, a Credit Application must be made in written form at least 72 hours prior to the delivery of materials. Dispatchers are not authorized to open new accounts.

In the event that Cement Techs of Maryland uses an attorney(s) or other outside organization for the purpose of collecting payments owed by Purchaser, the Purchaser agrees to pay on demand all costs of collection including, but not limited to court costs, private process service fees, expert witness fees, discovery expenses, and attorney fees.

All payments received from Purchaser and/or guarantors shall be applied first to outstanding costs of collections, second to accrued service charges and then to the principal balance owed by customer. Cement Techs of Maryland is entitled to the service charges and cost of collection whether or not such charges or costs appear on the Purchaser invoice.

**Delivery** All delivered prices are based on delivery to the curb only. The seller is not responsible for personal injury or property damage when asked to drive off public roadways. Extra costs required to get in and/or out of the job site will be passed onto the Purchaser.



CEMENT TECHS OF MARYLAND STANDARD TERMS AND CONDITIONS (continued)

Any damage or work caused by appurtenances, including but not limited to driveways, stumps, buried concrete slabs, footings, field systems, utilities, overhead wires, or cables which are not accurately marked on the job site will become an extra charge to the Purchaser over the quoted price. Wrecker service incurred on the jobsite will be at the Purchaser's expense.

Purchaser has ninety (90) minutes to discharge concrete from the time the volumetric truck arrives at the jobsite. After ninety (90) minutes, Purchaser will be charged for holding the volumetric truck. The cost will be billed in fifteen (15) minute increments.

Purchaser is required to provide a sufficient area for the volumetric truck to washout properly on the jobsite.

Notice of pour cancellations must be received the business day prior to the delivery. A minimum charge of \$250.00 will apply to all cancelled pours and includes expenses incurred for the first volumetric truck, batcher and loader operator. For each additional volumetric truck a \$200.00 charge will apply.

**Limited Warranty** The Seller's warranties are limited to those set forth in these Standard Terms and Conditions. All other warranties are excluded. Seller assumes no liability for volumetric concrete to which materials have been added that were not supplied by Cement Techs of Maryland.

The Seller assumes no liability for concrete that is poured during weather conditions not recommended for placing concrete.

The Seller is not responsible for concrete failures attributable to excessive water requested by purchaser/contractor to be added to the mix or by finishing techniques not approved by the American Concrete Institute.

The Seller is not liable for variations in concrete air content caused by pumping. The risk of variations proven by testing at the truck discharge and at the pump hose discharge will be assumed by the purchaser.

**Disputes** Any controversy or claim arising out of or related to this agreement and all subsequent documents, or the breach thereof, shall be settled by mediation under the Construction Industry Mediation Procedures of the American Arbitration Association. Any controversy or claim arising out of or related to this agreement and all subsequent documents, or the breach thereof, that fails to reach a settlement by mediation shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award of the arbitrators may be entered in any court having jurisdiction thereof. Mediation and arbitration may be commenced and conducted concurrently, but the conclusion of the mediation must precede any evidentiary hearing in the arbitration. The locale of arbitration shall be Baltimore, Maryland.

In the event that Cement Techs of Maryland uses an attorney(s) for the purpose of collecting outstanding payments owed by Purchaser, the Purchaser agrees to pay on demand all costs of collection including, but not limited to court costs, private process service fees, expert witness fees, discovery expenses, and attorney fees equal to 35% of the outstanding balance due by Purchaser.

This agreement and the rights and liabilities of the Purchaser and Cement Techs of Maryland hereunder shall be governed and determined in accordance with Maryland law.

Agreed to by (Company Name): \_\_\_\_\_

Cement Techs of Maryland:

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Printed Name \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_