



Warm Mix Asphalt ♦ Hot-Mix Asphalt ♦ Specialty Products
135 S State College Blvd. Suite 400
Brea, Ca 92821
714-578-9654
Customer.Relations@BlueDiamondasphalt.Com

Dear Future Customer,

We are very pleased that you are considering doing business with Blue Diamond Materials, and look forward to serving you in the future. Before we can establish a credit account, we require all new customers to complete the enclosed credit application.

You should hear about your credit approval within **10 business days**.

If you have any questions about the application or our approval process, please contact our **Credit Manager - Zoe Pearce** at 714-578-9654 or email: Customer.Relations@BlueDiamondasphalt.Com

Thank you for your interest in Blue Diamond Materials, and we look forward to future business relations.

Best Regards From Our Customer Relations Team,

Zoe Pearce



Credit Application

BLUE DIAMOND MATERIALS
135 S. State College Blvd Suite 400
Brea, CA 92821
Tel: 714-578-9654 Fax: 714-449-2831

Failure to complete any section, or altering this application may result in credit being denied

CUSTOMER INFORMATION

Business Name : _____ Phone No. _____ Fax No. _____
Physical Address : _____ City: _____ Zip: _____
Billing Address : _____ City: _____ Zip: _____

AP/ BILLING INFORMATION (We are implementing a new weekly billing system & your payables e-mail information MUST be provided.)

Contact Name : _____ Phone No. _____ Email : _____

CREDIT/ BONDING/INSURANCE INFORMATION

Federal Tax ID No : _____ Sales Tax No : _____
Contractor's License No: _____ Years In Business : _____
Bonding Company : _____ Phone No : _____

Have you ever signed a petition or legal pleading, declaring bankruptcy on behalf of yourself, your corporation or any other entity with which you are/have been affiliated with? Yes No

Amount of Credit Requested: \$ ___ ___ Terms: Payment due on the 10th of month for all purchases made in previous month

All sales tax exempt customer MUST provide certificate of exemption with this application.

BANK REFERENCES

Bank Name _____ Address _____ Account No. _____
Contact Name : _____ Phone No: _____

TRADE REFERENCES

Name _____ Address _____ Phone No. _____
1. _____
2. _____
3. _____

AUTHORIZING REPRESENTATIVE –OWNER, OFFICERS OR PRINCIPAL

() President () Vice President () Owner/Sole Proprietor () Partner

Full Legal Name: _____ Soc.Sec/Tax No: _____
Phone No : _____ Email : _____
Physical Address : _____ City: _____ Zip: _____

BLUE DIAMOND MATERIALS

CREDIT AGREEMENT

This Application for Credit and Credit Agreement, including the General Terms and Conditions of Sale which follow it, hereafter collectively referred to as the "Agreement", sets forth the terms and conditions of the granting of credit to the named Applicant (Buyer) and shall govern all sales of goods between BLUE DIAMOND MATERIALS, a division of Sully-Miller Contracting Company, or any of its subsidiaries or divisions, (collectively referred to as Seller) and Buyer. This Agreement also sets forth the terms and conditions of the guaranty between Guarantor(s) and Seller. Buyer and Guarantor(s) hereby covenant and agree with Seller as follows:

Buyer agrees to pay Seller for all goods Seller provides to Buyer. All bills are due and payable on the 10th day of the month following month of delivery. A 1.5% per month, 18% per annum or the maximum permitted by law, interest will be added to all amounts that remain unpaid as of the date due. In the event of default in payment, or any default under this agreement, Seller may, at its sole and absolute discretion, refuse to release any further goods until the account or accounts are brought current or the default cured, regardless of whether goods had been previously ordered under any purchase order or contract. All orders and deliveries are subject to Seller's approval at the time of shipment. All sales may be conditioned, at the discretion of the Seller, on Buyer continuing to meet credit terms and policies of Seller. Buyer understands that no representative or employee of Seller, other than Seller's corporate officers or credit manager, has any authority to enter any agreement with Buyer that is different or contrary to the terms herein. No inaction by Seller shall be deemed a waiver of Buyer's obligation to perform any covenant or agreement contained herein. Continuation of the account is discretionary with Seller which discretion may be entirely arbitrary in its exercise. Buyer agrees and acknowledges that Buyer's obligations to Seller to pay sums due are not affected or changed by any term or pre-condition to payment including, but not limited to, "pay when paid clauses" Buyer may be subject to in its dealings with third parties.

Buyer agrees to furnish Seller, on request, with copies of all "Bonds," "Contracts," "Notices of Commencements," purchase order(s) job addresses and other information Seller deems necessary to protect Seller's interests. Buyer agrees and consents that Seller may send out any necessary notices required to secure available lien and/or bond rights and provide and disclose invoices and charges to Buyer's account to obtain payment from any third party. Buyer acknowledges that Seller may elect to file materialman's liens to enforce collection rights.

Buyer and Guarantor(s) certify and warrant to Seller that the information provided in the Agreement is true and correct and authorizes Seller from time to time to (1) verify information supplied by the Buyer and Guarantor(s), (2) obtain credit reports and conduct credit investigation, including obtaining bank and financial institution credit information, (3) reinvestigate credit at its sole discretion and (4) to act as a credit reference for Buyer and Guarantor(s) by responding to inquiries from other creditors or potential creditors regarding transactions or experiences with Buyer and Guarantor(s).

In consideration of the credit to be extended to Buyer, each of the Guarantor(s), jointly and severally, unconditionally guarantee to Seller the performance of all terms and conditions of the Agreement, including all obligations and the payment of all indebtedness now due or which may become due by Buyer and shall pay Seller on demand any sum for which should Buyer fail to pay same. This is a continuing, unconditional indemnity and guaranty by Guarantor(s) for the benefit of Seller and its assigns. This guaranty is reasonably expected to benefit the Guarantor(s) either directly or indirectly. In the event Buyer fails to pay Seller, Buyer and Guarantor(s) promise to pay legal fees, costs and expenses of Seller to collect all or any portion of the amounts due including, but not limited to, court costs, attorney's fees incurred whether for consultation, collection efforts that do or do not include litigation, or all of the foregoing. Seller shall be further entitled to recover its attorney's fees and court costs in connection with the foreclosing of any mechanic's lien or stop notice by Seller. This agreement is entered into and to be performed by Buyer and Guarantor(s) in the County of Orange, State of California. All payments by Buyer and Guarantor(s) are to be delivered to Seller's address. Buyer and Guarantor(s) agree to give written notice of any change in the principals, name or legal identity of Buyer 15 days prior to such change. If at any time in the opinion of the Seller, financial responsibility of the Buyer becomes impaired or unsatisfactory, Seller reserves the right to require payment in advance or other security for any future sales and payment for all goods sold to date becomes immediately due and payable. Any attorney's fees, costs and other expenses which may be incurred in the collection of monies due under this contract, including the enforcement of any lien, stop notice or bond right, will be paid for by the Buyer, including attorney's fees.

Seller may at any time change the credit terms of this Agreement effective upon postal mailing, electronic mailing or faxing a notice of the change to Buyer. Guarantor(s) waive any right to notice of any modification, supplement, extension, accord and satisfaction, amendment, termination or alteration of this Agreement, and further waives any right to notice or demand upon default by Buyer, including presentation for payment, and further waives any notice to any renewal, compromise or change in the time for payment by Buyer or the terms of any obligation by Buyer to Seller, and that Seller may do any of the foregoing upon any such terms and at such times as Seller, in its discretion, deems advisable, without impairing, affecting, reducing or releasing any of the terms of the guaranty. Buyer and Guarantor(s) waive any claims against Seller for any decision made by Seller.

This Agreement may be executed by any party in counterparts, irrespective of the date of its execution and delivery, and that a photocopy, or fax signature shall be effective, valid and enforceable as if it was an original signature. Neither Buyer nor Guarantor(s) shall be entitled to set-off or deduction against sums due Seller.

Note: Both Buyer and Guarantor(s) give their unconditional consent to have both their commercial and their non-business, personal consumer credit report and history search obtained and used by Seller in connection with this application for credit.

Buyer (Applicant): _____

Signature of Authorized Agent of Applicant: _____ **Date** _____

Print name of person signing: _____ **Title** _____

Guarantor signature: _____ **Date** _____

Print name of person signing guaranty: _____

OFFICE USE ONLY:

Account Manager _____

Controller _____

Approved Credit Limit: \$ _____

Date Approved _____