



L.C. Frey Co., Inc.

Credit Department: Fax 408 294 3162; credit@us-concrete.com

Credit Application & Purchase Agreement

Name _____ Trade Name/DBA _____
Physical Address _____
City, State, Zip _____
Mailing Address _____
Phone _____ Fax _____ Email _____
Contractors' License Number _____ State _____
Date Business Started _____ How long at this address? _____
Corporation _____ Partnership _____ Proprietorship _____ LLC _____
If Corporation, Date of Inc. _____ State of Inc. _____
Parent Company Name (if applicable) _____

Officers/Owners: Name, Home Address, Social Security Numbers
Name: _____ Title _____ SS# _____
Home Address: _____ Phone _____
Name: _____ Title _____ SS# _____
Home Address: _____ Phone _____

Trade References (Material suppliers you have done business with for at least one year)
Names, Phone and Fax Number
1. _____
2. _____
3. _____
4. _____

Bank _____ Account Number _____
Officer _____ Phone _____

Have you or your business ever declared bankruptcy? Yes ___ No ___ Chapter # _____
If yes, under what name _____ Date of filing: _____
Date of discharge: _____ State _____
Has the company, any officers or owners of the company ever had either a judgment or a state or Federal tax lien filed against them personally or against any business entity associated with the person? _____

If yes, where and when? _____
If you are tax exempt, please attach certificate. Tax exempt number _____
Do you require: Purchase orders _____ Job numbers _____
Do you limit people authorized to purchase for your company? _____ If yes please attach list.

NorCal Materials, dba Harbor Ready-Mix, dba LC Frey Co Inc complies with the Federal Equal Credit Opportunity Act.

CREDIT PURCHASE AGREEMENT

In connection with the extension of credit or the sale of any materials or work to Applicant, Applicant agrees to the terms of this Credit Purchase Agreement ("Agreement"). In the event of any conflict of the terms of this Agreement with any other document or agreement relating to the materials or work provided, Applicant agrees that this Agreement shall control.

1. Applicant swears that the information provided in connection with its request for the extension of credit is complete, current, true and correct, agrees to promptly update and correct all such information in the future and hereby authorizes NorCal Materials, dba Harbor Ready Mix, dba LC Frey Co Inc to, at any time, contact and obtain any information regarding Applicant from any source.
2. Applicant agrees to pay in full all amounts due as required by each invoice. Any past due amounts shall incur interest at the highest rate allowable by law until paid.
3. NorCal Materials, dba Harbor Ready-Mix's, dba LC Frey Co Inc Terms and Conditions are incorporated herein and shall be applicable to the sale of all materials and work provided.
4. In the event Applicant fails to comply with this Agreement, or NorCal Materials, dba Harbor Ready-Mix, dba LC Frey Co Inc has reason to believe that Applicant may not fully comply with this Agreement, NorCal Materials, dba Harbor Ready Mix, dba LC Frey Co Inc may, without any liability, immediately cease to deliver materials or work to Applicant until such time as NorCal Materials, dba Harbor Ready-Mix, dba LC Frey Co Inc is satisfied that Applicant will fully and timely comply with this Agreement.
5. In the event NorCal Materials, dba Harbor Ready-Mix, dba LC Frey Co Inc pursues collection of any amount due from Applicant, Applicant agrees that it will pay all costs and fees, including attorney's fees, incurred.
6. The failure or delay by NorCal Materials, dba Harbor Ready-Mix, dba LC Frey Co Inc in enforcing its rights under this Agreement shall not constitute a waiver or acceptance by NorCal Materials, dba Harbor Ready-Mix, dba LC Frey Co Inc of any failure to comply by Applicant.
7. Any dispute arising out of this Agreement shall have venue in the county in which NorCal Materials, dba Harbor Ready-Mix, dba LC Frey Co Inc is located and shall be governed by the laws of such state.

Name of Company _____

Date _____ Signature _____ Title _____

Date _____ Signature _____ Title _____

PERSONAL GUARANTEE

In consideration of the extension of credit and sale of materials or work to Applicant, the undersigned Guarantor hereby authorizes NorCal Materials, dba Harbor Ready-Mix, dba LC Frey Co Inc to obtain credit related information from any source regarding Guarantor and personally agrees to and guarantees each and all of the obligations of Applicant as set forth in this Agreement, including the full and timely payment by Applicant. This is a continuing and unconditional guaranty, which shall remain in effect until it is terminated in writing by NorCal Materials, dba Harbor Ready-Mix, dba LC Frey Co Inc.

Date _____ Signature _____ Social Security No. _____

Date _____ Signature _____ Social Security No. _____