

AGREEMENT AND GENERAL SALES CONDITIONS

- 1. The applicant(s) certify that the information contained in this application is correct and that it is submitted for the purpose of obtaining credit from Pump-Crete, Inc., A & L Materials, Pump-Crete, LLC and Polk County Crushing, Inc., hereinafter referred to as "The Companies". Applicant(s) authorized The Companies to obtain credit and financial information on the applicant(s) at any time and from any source. This authorization includes and is not limited to a standard in-file or factual data credit report through any credit reporting agency chosen by The Companies. Permission is hereby granted to also obtain a personal credit report on the individual(s) signing this agreement. Any reproduction of this credit report authorization and release made by reliable means (for example – photocopy of facsimile) is considered an original.
- 2. In making this application for credit and in consideration of any credit extended as a result, the applicant(s) promise to pay any outstanding balance owed by applicant(s) on credit extended by The Companies.
- 3. The applicant(s) agree to pay for all purchases made from The Companies in accordance with the terms and conditions of sale. If an invoices in not paid within thirty (30) days of issue date, the account is past due and shall bear interest at the rate of 1 ½% per month, or the maximum allowed by law, whichever is lesser. All payments are due and payable at the remittance address as shown on each invoice.
- 4. Should it become necessary to refer this account for collection, suit, or other legal proceedings, including costs and expenses of collection including, but not limited to, reasonable attorney fees and collection agency fees.
- 5. The applicant(s) hereby waive any and all privileges and rights which they may have under Chapter 47, Florida Statutes relating to venue, as it now exists or may hereafter be amended, and further agree that any legal action brought for collection of past due amounts may be brought in the appropriate court in Polk County, Florida at the discretion and convenience of The Companies.
- 6. No term or condition contained in any purchase order, offer, or other communication to The Companies shall be valid and binding upon The Companies unless specifically set forth by The Companies in an individualized acknowledgement or is identical to the written terms and conditions or sale of The Companies.
- 7. Applicant(s) agree to notify The Companies, of any change in the form of ownership of applicant's business within five days of such change.

Applicant signature (officer if incorporated) Print or type name of applicant Date

Applicant signature (officer if incorporated) Print or type name of applicant Date

PERSONAL GUARANTEE

In consideration of Pump-Crete, Inc., A & L Materials, Pump-Crete, LLC and Polk County Crushing, Inc., hereinafter referred to as "The Companies", extending credit to the applicant company, the undersigned as guarantor(s), jointly, severally, collectively and individually guarantee payment of all purchases made from The Companies in accordance with the terms and conditions of sale of The Companies, including purchases made with special arrangements and/or supported by promissory notes. If an invoice is not paid within thirty (30) days of the issue date, the account is past due and shall bear interest at the rate of 1 ½% per month, or the maximum allowed by law, whichever is lesser. Should it become necessary to refer this account for collection, suit, or other legal proceedings including appeal, the undersigned as guarantor(s), agree to pay all costs and expenses of collection including, but not limited to, reasonable attorney fees and collection agency fees. The guarantor(s) understand that this is a continuing guarantee and can be voided only as to transactions entered into by The Companies and the applicant company ten (10) days after the guarantor provides written notice of termination to The Companies by certified mail. The whole of the guarantee is set forth in this writing and can only be changed by written amendment signed by all parties. The guarantor(s) agree that this guarantee covers all existing and future debts of the applicant company to The Companies can proceed against any guarantor without first proceeding against the applicant company. The guarantor(s) hereby waive any and all privileges and rights with they may have under Chapter 47, Florida Statutes relating to venue, as it now exists or may hereafter be amended, and further agree that any legal action brought for collection of past due amounts may be brought in the appropriate court in Polk County, Florida at the discretion and convenience of The Companies.

Guarantor signature (officer if incorporated) Printed or typed name of guarantor Date

Guarantor signature (officer in incorporated) Printed or typed name of guarantor Date

AUTHORIZATION TO RELEASE INFORMATION

We hereby authorize you to release all information that is requested for the purpose of establishing an account with Pump-Crete, Inc., A & L Materials, Pump-Crete, LLC and/or Polk County Crushing, Inc.

Signature of applicant or officer Name of company or applicant Date