

# PREMIER CONCRETE PRODUCTS

## APPLICATION FOR CREDIT

(EST. PROCESSING TIME 2-3 BUS.DAYS)

Application Date:

**CREDIT DEPARTMENT**  
**Monique Abma, Controller**  
 credit@premier-concrete.com  
 510 O'Neal Lane  
 Baton Rouge, LA 70819  
 Toll Free: (800) 848-4500  
 Phone: (225) 273-9600  
 Direct Fax: (225) 275-3767

## SALESPERSON:

Approval Date (office use only):

Firm:		
Street Address:		
City/State/Zip:		County/Parish:
Mailing Address:		
Phone Number:		Fax Number:
Full Name of Owner(s):		
Owners Email Address:		
Date Started:	Fed Tax Id:	D.U.N.S. # :
Accounting Contact:		Email Address:
Proprietorship: <input type="checkbox"/>	Partnership: <input type="checkbox"/>	Corporation: <input type="checkbox"/>
Amount of Credit to be Requested:		
<b><u>TRADE REFERENCES</u></b>		
<u>Company Name:</u>	<u>Fax:</u>	<u>Phone:</u>
1)		
2)		
3)		
Name of Bank:	Account #:	Phone:
Bank Contact:	Fax #:	Phone:
Address:		

### **OFFICE USE BELOW THIS LINE**

**Approved/Declined (circle one) by:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**With** \_\_\_\_\_ **day terms: Credit Limit \$** \_\_\_\_\_ **Credit Card/COD only:** \_\_\_\_\_

We accept the following:



Firm: \_\_\_\_\_

Initials: \_\_\_\_\_

## **CREDIT APPLICATION TERMS AND CONDITIONS**

1. This application is submitted by the undersigned (hereinafter referred to as "Applicant") for the purpose of obtaining a credit account with Premier Concrete Products, Inc. All representations are accurate, complete and truthful to the best of the Applicant's knowledge and belief.
2. The Applicant hereby authorizes any individual, firm or corporation given as a credit reference to disclose to Premier Concrete Products, Inc orally or in writing, any information which is pertinent to this application.
3. If the Applicant is a corporation, the undersigned affirmatively states that he is authorized to make application on behalf of said corporation and to obligate same for any credit extended thereto as a result of this application; and further that the corporation on whose behalf application is hereby made will continue to be bound and obligated for any credit advanced thereto until notice to the contrary is given in writing to Premier Concrete Products, Inc. at 510 O'Neal Lane, Baton Rouge, La 70819.
4. If Applicant presents a Financial Statement as a part of this application, it is incorporated by reference. Applicant agrees to submit a Financial Statement as requested by Premier Concrete Products, Inc. will be accurate, complete and truthful.
5. Credit extended by Premier Concrete Products, Inc. to Applicant shall be due when billed to Applicant. Applicant agrees to pay the amount due within thirty (30) days following the due date to avoid a finance charge. After thirty (30) days, Applicant agrees to pay a finance charge of one and one-half (1-1/2%) percent per month or the maximum rate of eighteen (18%) percent. Notwithstanding, it is Applicant's and Premier Concrete Products, Inc.'s intent no to violate any Usury Statues. If any finance or interest charged, contracted or received by Premier Concrete Products, Inc. exceeds the maximum rate permitted by law, the parties agree that it is the result of inadvertence or mistake, and Premier Concrete Products, Inc shall credit against principal any amount of excess interest collected or received, and Applicant shall not be bound to pay any excess interest contracted or charged.
6. If this account is not paid in full when due, and it is placed in the hands of an attorney for collection, Applicant agrees to pay twenty-five percent additional on principal and interest as attorney's fees, and all court costs.
7. **DISCLAIMER OF WARRANTIES: PREMIER CONCRETE PRODUCTS, INC. DISCLAIMS ALL WARRANTIES EITHER EXPRESSED OR IMPLIED INCLUDING THE WARRANTY OF MERCHANTABILITY AND FITNESS FOR PURPOSE. THE MATERIALS AND EQUIPMENT SOLD TO APPLICANT ARE SOLD AS IS WHERE AS. NOTWITHSTANDING, IF PREMIER CONCRETE PRODUCTS, INC. FURNISHES TO APPLICANT ANY WRITTEN LIMITED WARRANTY WITH RESPECT TO MATERIALS AND EQUIPMENT, THE LIMITED WRITTEN WARRANTY WILL PREVAIL.**
8. Venue: For all goods and products sold in Texas, venue lies in Dallas, Dallas County, Texas. For all other transactions, venue lies in East Baton Rouge Parish, Louisiana.
9. State Laws: The laws of the State of Louisiana and Texas shall control the construction of any transaction between Premier Concrete Products, Inc., Applicant and Guarantor.
10. Security Interest: Applicant grants to Premier Concrete Products, Inc. a purchase money security interest in all materials and equipment sold by Premier Concrete Products, Inc. to Applicant. Applicant authorized Premier Concrete Products, Inc. on behalf of Applicant to execute and file a financing statement with the Secretary of State of any state or any other Governmental Agency to evidence the security interest.
11. **NOTICE TO APPLICANT: DO NOT SIGN THIS AGREEMENT UNTIL YOU HAVE READ IT. YOU ARE ENTAILLED TO A COPY OF THE SIGNED AGREEMENT.**

(Owner) Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

### **GUARANTY**

For value received, the undersigned does hereby personally, primarily, and individually, guarantee payment of all amounts dues and owing by Applicant to Premier Concrete Products, Inc. including principal, interest, attorney fees and costs. Applicant agrees that this guaranty shall continue and remain valid and enforceable as to all indebtedness now existing or hereinafter incurred by Applicant until then (10) days after receipt of written notice by the undersigned to Premier Concrete Products, Ind. Terminating this guaranty, to the extent not prohibited by law, Guarantor waives all notices and all defenses including the defense of impairment of collateral and any other defenses not prohibited. Guarantor agrees that Guarantor may be sued without necessity of joinder of Application.

(Owner) Guarantor Signed: \_\_\_\_\_

Guarantor Print Name: \_\_\_\_\_

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

**\*\*ATTACHED SALES TAX FORM MUST BE FILLED OUT COMPLETELY BEFORE APPLICATION WILL BE PROCESSED\*\***

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## PREMIER CONCRETE PRODUCTS, INC.

### TERMS AND GENERAL CONDITIONS OF SALE

1. **QUOTATIONS:** Price lists and all quotations given, either verbally or in written form, except those dealing with special order units, are valid for 60 days and thereafter subject to change without notice. All quotations dealing with special order units that will require signing of a Purchase Order by the Buyer are firm for acceptance within forty-five (45) days from the date they are given. All prices given on any Purchase Order signed by the Buyer and accepted by PCP, Inc. are firm for shipment within ninety (90) days. These terms will prevail unless specifically extended in writing by PCP, Inc.
2. **PAYMENT TERMS:** Purchase of all products, other than for cash, are subject to credit approval. Arrangements for open account terms as to any order must be made prior to the acceptance and/or shipment of such order by PCP, Inc. Should credit terms be disapproved by PCP, Inc., all materials must be paid for in full prior to their manufacture and/or shipment. Payments on open account are due 30 days Net from invoice date. NO RETAINAGE WILL BE ALLOWED. These conditions will prevail in all cases unless otherwise expressly agreed to in writing by PCP, Inc.

Failure to pay within the time specified herein, or if another time is specified, then after such a time, shall allow PCP, Inc. to charge Buyer interest at the Annual Percentage Rate of 18% on unpaid open accounts and/or Purchase Orders from the due date thereof, together with all costs of collection, as outlined in customer's application for credit. The foregoing rights are without prejudice to any other lawful remedy of PCP, Inc.

3. **DELIVERIES:** deliveries are made five (5) days per week, Monday through Friday. Delivered prices are quoted on the basis of full truckloads. Contact our dispatcher at (225) 667-4545 for full truckload quantities for specific items and combinations thereof. Buyer will be allowed one (1) partial truckload shipment to complete a specific project, and thereafter, less than full truckload deliveries, within a 100 miles of our manufacturing facility, will be subject to a minimum delivery service charge of \$20.00 Net per pallet short of a full truckload. For deliveries exceeding 100 miles, freight charges for partial T/L shipments shall be quoted upon request. On deliveries to more than one location (within 15 miles of each other), there will be a split delivery (drop) charge of \$50.00 Net. ALL DELIVERY REQUESTS SHOULD BE PLACED A MINIMUM OF 12 WORKING HOURS IN ADVANCE OF DESIRED TIME OF DELIVERY. This is particularly important where a "First Loads A.M." is desired. All deliveries are scheduled on a first-come first-served basis. Blocks will not be placed inside the curb line unless responsibility for any and all damage is assumed, in writing, by the Buyer, and then only at the discretion of PCP, Inc., driver. UNDER NO CONDITIONS WILL MATERIAL BE PLACED OR STOCKED ON SCAFFOLDS.
4. **TAXES:** All Federal, State, and Local taxes in effect at the time of shipment, shall be paid by Buyer. IT IS BUYER'S RESPONSIBILITY TO PROVIDE PCP, INC. A TAX-EXEMPT CERTIFICATE WITH BUYER'S PURCHASE ORDER, AT OR BEFORE THE TIME THE ORDER IS PLACED, IF A PARTICULAR PROJECT IS EXEMPT FROM TAXES. If Buyer fails to provide Seller a tax-exempt certificate, Buyer agrees to pay Seller for any taxes subsequently invoiced by Seller, and it will be Buyer's sole responsibility to recoup any such taxes from the appropriate taxing authority(s).
5. **TRANSPORTATION:** All transportation costs, other than those included in the FOB destination prices, shall be paid by the Buyer. Unloading time will be limited to ONE HOUR. Additional unloading time due to a customer's request to stock or spot blocks, move blocks previously delivered by PCP, Inc. at the customer's request or direction, poor job site conditions, traffic congestion at job site, wait for other crafts or general contractor, etc., will be charged at the rate of \$65.00 Net per hour (or fraction thereof). Backhaul of unused masonry units or empty pallets will be performed only on the condition that units and/or pallets are readily available by forklift and cubed or stacked in a manner permitting proper loading and safe hauling. Materials damaged after delivery will not be backhauled, nor will any credit be issued. Buyer, or Buyer's designated representative, must be available at delivery site to sign Seller's delivery ticket for materials to be unloaded, unless prior written approval for such delivery is given to PCP, Inc. Payment for C.O.D. deliveries must also be provided to Seller's carrier, unless payment has previously been rendered to Seller, before product will be unloaded at delivery site. If a pick-up or delivery of product is performed by Seller, at the request of Buyer, that cannot be performed for any of the reasons outlined in this section, Buyer will be charged PCP, Inc. standard charges for that delivery. Contact our dispatcher for standard delivery charges to your location.
6. **RETURNS:** All blocks returned are subject to count and inspection by PCP, Inc., and credit will be issued for units resalable as "FIRST" only. Blocks eligible for return credit will be credited at contract unit prices less a 25% restocking charge. If units are returned via PCP, Inc. trucks, additional transportation charges will apply. Contact our dispatcher for return transportation rates for your location prior to scheduling return product pickup. NO CREDIT WILL BE ALLOWED ON ANY RETURNED PACKAGED GOODS, CUSTOM, OR SPECIAL ORDER PRODUCTS.
7. **ESTIMATES:** PCP, Inc. assumes no responsibility for the accuracy of the estimates of Buyer's requirements. The Buyer must supply exact order quantities to PCP, INC.

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8. **SAW CHARGES:** Saw cutting will be done only on units manufactured by PCP, Inc. and requires a 24 hour minimum notice. A charge of \$1.50 Net per cut will be made for special saw cuts, subject to a minimum charge of \$75.00 Net. Cutting involving multiple handling of units may be charged on a time and material basis.
  
9. **PALLETS:** Buyer will be charged a \$12.00 pallet deposit for each pallet shipped. Payment of pallet deposit charges shall be due and payable in accordance with Item 2 herein. Buyer is responsible for the return of pallets for credit. At the request of Buyer, Seller may, as a courtesy to Buyer, backhaul previously delivered pallets for credit to Buyer's account. However, courtesy backhauls will only be performed when making subsequent deliveries to Buyer and only when subsequent deliveries are performed with Premier Concrete's delivery trucks. Seller does not obligate itself to use its own delivery trucks to make deliveries to Buyer. If Seller provides courtesy backhauls of empty pallets, Buyer is responsible for loading empty pallets for return. Seller may load Buyer's return pallets, provided that Seller's delivery truck is equipped with a forklift and pallets have been neatly stacked by Buyer in one location readily accessible to Seller's forklift. It is Buyer's responsibility to request and coordinate courtesy backhauls of empty pallets with Seller's dispatcher. Subject to inspection and acceptance by PCP, Inc., Buyer will be given full credit, to buyer's account, after return of the pallets to Seller by Buyer within thirty (30) days from the date of the deposit charge, PROVIDED PALLETS ARE IN UNDAMAGED AND USABLE CONDITION. Consideration for pallet credit will not be given for pallets with any damaged pallet runners or more than two (2) damaged or missing surface slats. PCP, Inc. will give credit for the return of PCP, Inc. pallets only. NO CASH REFUNDS WILL BE GIVEN FOR PALLET RETURNS. PALLET RETURN CREDITS SHALL NOT BE TAKEN BY BUYER UNIL ISSUED BY SELLER AFTER RETURN, INSPECTION, AND ACCEPTANCE BY SELLER.
  
10. **SPECIAL AND CUSTOM ORDERS:** Signed Purchase Orders, indicating exact order quantities, are required for "Special" or "Custom" shapes, colors, textures, high stress, etc. and once accepted by PCP, Inc. are not cancelable in whole or in part. Quoted prices for Special or Custom items are based on the estimated quantities quoted. Purchase Orders for quantities, in total, less than those quoted are subject to price adjustments. PCP, Inc. does not obligate itself to honor original Purchase Order unit prices on subsequent additions/addendums to Buyer's original Purchase Order. Prices and quotations for "Special" or "Custom" items, given verbally or in writing, are firm for acceptance for only forty-five (45) days from date given, unless extended in writing by PCP, Inc. From date of receipt of signed Purchase Orders, block prices will be price protected for shipment within ninety (90) days. After that period of time, units not shipped are then subject to invoicing and storage charges of 5% of unit price per month. Payment for units so billed will be due and payable as per terms set forth in Article 2 herein; and PCP, Inc. maintains with respect to such payments its rights and remedies, including the right to be reimbursed for attorney's fees and costs as described in Article 2 herein. Quotations for "special" or "custom" order units are based on PCP, Inc. supplying all standard masonry units included on quotations for a given project. Failure on the part of the Buyer to order and take delivery of such standard units may result in a price increase for the special units. Any and all applicable Set-up and/or Color Sample charges for a particular quotation/project shall be invoiced to buyer upon initial shipment against buyer's purchase order. Payment for such charges shall be due and payable as outlined in Article 2 herein.
  
11. **MOLDS AND SPECIAL EQUIPMENT:** Any molds or other special equipment, which PCP, Inc. constructs or acquires for the Buyer in connection with special orders, will be charged to Buyer and payable to PCP, Inc. prior to any procurement. Notwithstanding the charges to Buyer, all such molds or other special equipment shall remain the property of PCP, Inc. and in PCP, Inc.'s possession and control, and PCP Inc. may use them for any purposes subsequent to fulfilling Buyer's order.
  
12. **QUALITY AND CLAIMS:**
  - A. PCP, Inc.'s products are guaranteed to conform only to such specifications quoted or as PCP, Inc. may publish at the time of shipment. Variations in color, in shades of color, and in amount of aggregate split are inherent in integrally colored and split concrete masonry units. No claims will be allowed for these variations. Samples of PCP, Inc. masonry units as may be submitted are representative of a type of masonry unit, a color, a shade of color, or a texture and the masonry units subsequently furnished in a shipment may vary from such sample or samples. PCP, Inc. will not undertake to "exactly match" individual samples. All quoted dimensions of units typically used in mortared applications are "nominal", meaning that all standard units are approximately 3/8" less than the sizes quoted in order to compensate for normal mortar joints. This may not apply to landscape or other special products. Contact our office for questions regarding actual product dimensions.
  
  - B. No allowances are made for loss or breakage, unless specifically stated otherwise on seller's quotation. It is buyer's responsibility to account for anticipated losses. Seller shall not be responsible for damage of product after delivery. Therefore, it is also Buyer's responsibility to make inspection of products upon delivery. Claims for damaged units, that are visible on the exterior surfaces of cubes, must be noted on carrier's Bill of Lading to be considered for credit, and Buyer shall immediately notify Seller so that Seller can inspect such units prior to their removal from cubes. IF, FOR ANY REASON, THE PURCHASED OR ORDERED MATERIALS ARE OTHERWISE REGARDED AS UNSATISFACTORY, PCP, INC. MUST BE NOTIFIED BEFORE INSTALLATION IS BEGUN. USE OF PRODUCT BY BUYER SHALL CONSTITUTE ACCEPTANCE. PCP, Inc.'s liability, in respect to claims by any Buyer that material purchased or ordered is defective or of non-structural quality, shall be limited to accepting the return of that material before installation and then only if PCP, Inc.'s investigation supports the claim. PCP, Inc. will not be liable for and will not recognize any claims made after the start of installation of PCP, Inc.'s masonry units said to be incorrectly sized, shaded, not matching, or otherwise unsatisfactory.

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- C. EXCEPT AS EXPRESSLY SET FORTH IN WRITING, PCP, INC. DISCLAIMS ALL WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE MATERIALS SOLD TO BUYER ARE SOLD AS IS WHERE AS. NOTWITHSTANDING, IF PCP, INC. FURNISHES TO BUYER ANY WRITTEN LIMITED WARRANTY WITH RESPECT TO MATERIALS, THE LIMITED WRITTEN WARRANTY WILL PREVAIL. PCP, Inc. may provide written certification(s) of compliance with buyers required product specifications on a case-by-case basis, as requested by buyer. Requests for such product certifications must be included, in writing, with buyer's purchase order. Absent receipt of specific written certification requirements with buyer's purchase order, PCP, Inc. will manufacture and/or provide products as described in Item A above. Failure on buyer's part to provide specific written product/certification requirements with buyer's purchase order will not release buyer of it's obligations described herein with regard to products manufactured and/or delivered pursuant to buyer's Purchase Order, in as much as such products are in compliance with Item A above.
- D. PCP, Inc does not obligate itself to furnish signed receipts for material delivered. Signed receipts may be provided to Buyer on an as-requested basis.
- E. Any charges incidental to inspections or tests made by or on behalf of the Buyer, to determine compliance with specifications, shall be paid by the Buyer unless otherwise specifically agreed to in writing by PCP, Inc. All product weights are established by PCP, Inc. and are subject to change without notice.
13. **FORCE MAJEURE:** PCP, Inc. shall not be liable for any failure or delay of performance due to causes beyond its control, including, but not restricted to acts of God or the public enemy, floods, fires, hostilities, war (declared or undeclared), acts of either general or particular applications of any de jure or de facto government or any of its subdivisions, bureaus or agencies, strikes or other labor troubles whether direct or indirect riots, insurrections, civil commotion, loss or shortage of labor, transportation, raw materials or energy sources or failure of any usual means of supply. Should failure or delay in PCP, Inc.'s performance occur because of any of the foregoing, PCP, Inc. reserves the right as to any materials so affected of either canceling the order therefore or delaying performance for a reasonable period of time, during which period of delay the applicable order shall remain in full force and effect. PCP, Inc. shall notify Buyer as to the reason for its failure or delay in performance, and as to whether it has cancelled the applicable order or delayed performance there under. If performance is delayed, PCP, Inc. shall also notify Buyer as to the period of time during which delay is likely to continue. PCP, Inc. may allocate available material between its own uses and those of its customers in such a manner as PCP, Inc. may consider equitable. PCP, Inc. shall not be liable under any circumstances whatsoever for loss, damage, or expense directly or indirectly arising from use of material, nor shall PCP, Inc. be liable for consequential or any other damages with respect to any order. For any cause whatsoever, whether beyond PCP, Inc.'s control or not, PCP, Inc.'s liability for failure or delay in performance shall not include incidental and consequential damages.
14. **INFORMATION NEEDED BY SELLER FOR FILING PRELIMINARY NOTICES:** Buyer agrees and recognizes that it is a material obligation of Buyer, to furnish all information needed by PCP, Inc. to timely file a Preliminary Notice on any construction project for which PCP, Inc. is furnishing labor and/or materials hereunder.

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**PREMIER CONCRETE PRODUCTS, INC**  
**MANDATORY SALES TAX FORM**

**Firm:**

**Contact:**

**Phone Number:**

**Fax Number:**

**Type of Business:**

**I Certify that:**

I am exempt from *SALES TAX* on *ALL* purchases  Yes  
 No

**If yes:** please provide a **SIGNED** Tax Exempt Certificate for each state in which you are exempt with your credit application

I am exempt from **SALES TAX** on **SOME** purchases  Yes  
 No

**If yes:** A **SIGNED** Tax Exempt Certificate will be required with each order, prior to delivery

**I HAVE READ AND UNDERSTAND THAT I WILL NOT BE REFUNDED SALES TAX IF I FAIL TO PROVIDE A CURRENT EXEMPT CERTIFICATE PRIOR TO DELIVERY OF MERCHANDISE.**

**Name:**

**Title:**

**Signature:**

**Date:**

**\*\* If your form is not filled out COMPLETELY, with proper documentation attached, your application will not be processed.\*\***