



**Mobile Materials Nashville, LLC**  
**1650 54<sup>th</sup> Ave N. Nashville, TN. 37209**  
**(615) 414-2591 OFFICE (615) 577-3873 FAX**

**CREDIT APPLICATION AND AGREEMENT – STANDARD TERMS AND CONDITIONS**

Company Code:	Sales Office:	Sales Organization:	Terms:	Credit Region:	Acct. Clerk:	Acct. Manager:	Account #:
<b>ABOVE LINE FOR MOBILE MATERIALS NASHVILLE USE ONLY</b>							
Check Appropriate Box	<input type="checkbox"/> Corporation		<input type="checkbox"/> Partnership		<input type="checkbox"/> Individual		<input type="checkbox"/> LLC
Legal Business Name (Applicant)			Contractor License #		Net Worth of Business (Attach Financial Statement)		
DBA Name			Business Email Address				
Business Address			Date Company Started		Tax Exempt ID# (Attach Certificate)		
City	State	Zip Code	County		Business Phone # ( )		
Billing Address (if different than above)					Fax Phone # ( )		
City	State	Zip Code	County		Contact Person & Phone #		
Have you, other owners or your business ever filed for bankruptcy protection?			If yes, when?		Mobile Phone Number		
Bonding Company Name & Bond Number			Phone Number		Amount of Bond		
Products to be Purchased		PO Required? _____	Job Number or Name? _____		Any Special Instructions for Ordering?		
<input type="checkbox"/> Concrete <input type="checkbox"/> Aggregates <input type="checkbox"/> Cement <input type="checkbox"/> Other, please list							
<b>COMPLETE THIS SECTION IF PARTNERSHIP, CORPORATION OR LLC</b>							
Officers Name & Address		Title	Social Security #		Name of Spouse	Home Phone # ( )	
Type of Business		Date & State of Incorporation	Type of Ownership		Related Businesses		
<b>COMPLETE THIS SECTION IF INDIVIDUAL</b>							
Name of Owner		Date of Birth		Previous business of employer, if less than 3 years			
Home Address			Years at the Address		Home Phone # ( )		Name of Spouse
Former Address			Present Employer or Type of Contractor			Social Security #	
<b>BANK REFERENCES</b>							
Name of Bank		Address			Telephone: ( )		
Contact Person at Bank			Title of Officer		Account # and Name (Attach Statement)		
Other (Type/Account #)							
<b>TRADE CREDIT REFERENCES (Material Suppliers)</b>							
Name			Phone ( )		Fax ( )		Acct #
Name			Phone ( )		Fax ( )		Acct #
Name			Phone ( )		Fax ( )		Acct #
<p>In signing this Agreement I (we) acknowledge that I (we) have read and fully understand the Standard Terms and Conditions set forth on the second page of this Agreement and agree to be bound by all of the terms and conditions set forth therein. I (we) hereby represent and warrant that I (we) am authorized to enter into this Agreement on behalf of the business. I (we) also agree to pay all purchases within the term set. <b>If the above business is other than an individual, the undersigned agrees to be personally responsible and pay for any purchases made by such business pursuant to this Agreement. The undersigned hereby gives a personal guarantee and acts as a payment bond surety for the applicant.</b> If it becomes necessary to affect collections, both I (we) and the business will pay reasonable attorney fees, agency fees and court costs. A designation of payment is required on jobs where real property has been improved. If no designation is made, payment will be applied to the oldest unpaid balance. This Agreement will remain in effect until a new agreement is received and approved by an authorized manager or until revoked in writing by certified mail or overnight delivery regardless of any subsequent change in the legal status of the account.</p>							
Date		Authorized Signature		Authorized Signatures / Partner Signature / Spouse Signature			
Printed Name				Printed Name			



### Standard Terms and Conditions

**Authorization for Credit Review.** Applicant consents to Mobile Materials Nashville use of a non-business consumer credit report on the Applicant in order to further evaluate the credit worthiness of the Applicant in connection with the extension of business credit as contemplated hereby. Applicant authorizes Mobile Materials Nashville to utilize a consumer credit report from time to time in connection with the extension or continuation of business credit. Applicant hereby knowingly consents to the use of such credit report consistent with the Federal Fair Credit Reporting Act as contained in 15 USC @1681 et seq.

- Terms and Conditions.** These Standard Terms and Conditions, Applicant's Credit Application, and Mobile Materials Nashville's Quotation, if any, (collectively, "Agreement") govern any and all purchases made by Applicant from Mobile Materials Nashville and are incorporated herein by reference. This Agreement, and any other documents prepared by Mobile Materials Nashville for Applicant in connection with Applicant's purchase of materials contain the entire understanding between the parties concerning the subject matter hereof, and there are no other agreements or understandings except as set forth herein. Any different or additional terms or conditions contained in any writing or instrument of Applicant, whether by purchase order or otherwise, are hereby objected to by Mobile Materials Nashville and shall have no effect on, and not become part of, this Agreement.
- Buyer Representations.** Applicant represents to Mobile Materials Nashville that it is solvent and that any financial information provided reflects the present financial condition of the Applicant. If Applicant is not a corporation or limited liability entity, Applicant acknowledges that Mobile Materials Nashville is relying on the credit worthiness and financial ability of the owner(s) of Applicant. Each owner shall be joint and severally liable for all indebtedness of Applicant to Mobile Materials Nashville under this agreement. Applicant warrants that all information supplied to Mobile Materials Nashville is accurate and complete. Each representation and the information contained in the Credit Application is material and given to induce Mobile Materials Nashville to provide credit. Applicant will notify Mobile Materials Nashville by certified mail, within forty-eight (48) hours after any material change in Applicant's financial or ownership status.
- Technical Assistance.** In no event shall Mobile Materials Nashville bear any responsibility for claims arising from technical advice or assistance provided to Applicant. Advice by Mobile Materials Nashville is for Applicant's guidance only and Applicant agrees to rely solely on its own architects, engineers or other technical experts.
- Payment and Interest.** Applicant shall make all payments due hereunder in accordance with the terms of this Agreement and as stated on our invoices, at net 30 days, without any right of setoff or retention and without regard to any agreement Applicant may have with other parties. If Applicant fails to pay net 20 days, Applicant agrees to pay interest on the unpaid balance from the date when due until paid in full at the rate selected by Mobile Materials Nashville, not to exceed the lesser of 18% per annum or the highest lawful rate, specifically including post judgment. Applicant agrees to pay any and all costs and expenses incurred by Mobile Materials Nashville in collecting from Applicant any past due amounts, including but not limited to reasonable attorney fees, court costs and collection agency fees. Mobile Materials Nashville may suspend pending deliveries during any period when Applicant has overdue balances or evidence of a changed financial condition.
- Liens.** Applicant agrees to timely provide in writing to Mobile Materials Nashville information regarding bonding companies, general contractors or owners for the purpose of filing preliminary notices and claims on payment bonds or mechanic's and material supplier's liens.
- Delivery.** Mobile Materials Nashville's responsibility for delivery shall cease FOB shipping point or, if Mobile Materials Nashville agrees to deliver FOB delivery site, at the curb side or frontage of the address for delivery. Where delivery of products is to an unattended site, Mobile Materials Nashville will not be liable for any loss or damage to products, property or for unsigned delivery tickets.
- Default.** If Applicant is in default under this Agreement or any of its contracts or obligations with Mobile Materials Nashville, Mobile Materials Nashville may at its option and without notice: (i) declare the entire unpaid balance owed by Applicant due and payable; (ii) postpone further deliveries until such default is remedied; (iii) terminate any and all obligations under any contract; and (iv) refuse further performance without any liability to Applicant.
- Limited Warranty and Liability Disclaimer.** Mobile Materials Nashville warrants that the Materials sold under this Agreement meet solely the description and specifications for the same set forth in the applicable Quotation, if any, and shall be free from defects in material and workmanship for a period of one (1) year from the date of delivery thereof. No other express warranties are made with respect to said Materials. Acceptance by Applicant of the Materials shall constitute confirmation by Applicant that the Materials meet the description and specifications, if any, set forth in such applicable Quotation. The foregoing warranty is subject to standard manufacturing and color variations, efflorescence, tolerances and classifications or naturally occurring substances. Mobile Materials Nashville is not responsible for installation or defective conditions caused by installation. Applicant's exclusive remedy for breach of this warranty shall be to require Mobile Materials Nashville, at Mobile Materials Nashville's option, to refund the purchase price for the Materials sold hereunder, to repair or to provide Applicant with conforming replacements for any nonconforming Materials. Mobile Materials Nashville shall not be responsible for any removal or installation costs. In no event shall Mobile Materials Nashville be liable, whether as a result of breach of contract, warranty, tort (including negligence) or other grounds, for special, consequential, incidental, liquidated or penal damages. THE FOREGOING WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WRITTEN OR ORAL WARRANTIES OR CONTRACTUAL AGREEMENTS, WHETHER EXPRESS OR IMPLIED BY LAW OR OTHERWISE, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR HABITABILITY. Applicant agrees that in specific consideration for receiving this warranty, it will indemnify and hold harmless Mobile Materials Nashville from any and all damages in connection with any statutory, contractual or warranty breach, negligence, strict liability, or other tortious conduct by Mobile Materials Nashville. This Agreement may not be modified or amended except by a writing signed by both parties.
- Delays.** If Mobile Materials Nashville is unable to complete delivery of any part of an order, Applicant shall accept such part of the order as Mobile Materials Nashville is able to deliver and Applicant shall pay for the part delivered pro rata at the same rate as the whole of the order agreed to be sold and on the same terms of payment. In the event Mobile Materials Nashville shall be delayed in or prevented from the performance of any act required under this Agreement, or it shall become commercially unreasonable to perform by reason of governmental allocations, priorities, restrictions or regulations now or hereafter in effect, storm, flood, fire, earthquake or other Acts of God, war, terrorism, riot, insurrection or other civil disturbance, strikes, lockouts, shortages of materials, labor, raw materials, fuel, power or production facilities, breakdown of equipment, transportation shortages, changes in market conditions or other contingencies beyond Mobile Materials Nashville's reasonable control whether of a similar or dissimilar nature to the foregoing, Mobile Materials Nashville shall not be liable to Applicant for any damages incurred by Applicant as a result of any such delay or failure.
- Claims.** Applicant agrees that all claims against Mobile Materials Nashville are waived unless presented to Mobile Materials Nashville in writing within one week from the date of delivery of the materials. Mobile Materials Nashville shall have thirty days from receipt to inspect and correct a defect if such claim is allowed. Applicant further agrees that in the event that Applicant disagrees with Mobile Materials Nashville's decision about whether to allow the claim that the Applicant's remedy is to formally adjudicate the claim, but the Applicant further agrees that Mobile Materials Nashville's invoices for all materials supplied shall be paid in the interim. No claim shall be allowed after the materials purchased hereunder are incorporated, modified or processed by Applicant in any manner. MOBILE MATERIALS NASHVILLE'S LIABILITY ON ANY CLAIM FOR LOSS OR DAMAGE SHALL NOT EXCEED THE PRICE OF THE MATERIALS ACTUALLY RECEIVED FROM APPLICANT BY CEMES WITH REGARD TO WHICH SUCH CLAIM FOR LOSS OR DAMAGE IS MADE.
- Waiver.** Mobile Materials Nashville may, at its option, permit Applicant to remedy a default under this Agreement without waiving the default so remedied or any other default by Applicant. Applicant waives notice of default of this Agreement and waives presentment, demand, protest, and notice of dishonor as to any instrument issued or delivered to Mobile Materials Nashville.
- Venue.** This Agreement will be governed by the applicable state and federal laws without giving effect to conflict of laws principles. The Applicant agrees that any legal actions and proceedings brought for the breach or the enforcement of this Agreement will lie in the State and county designated by Mobile Materials Nashville. Applicant consents and submits to the jurisdiction and venue of any state, county or federal court located within that county. As a material inducement to Mobile Materials Nashville to enter into this Agreement, Applicant waives the right to trial by jury in any proceeding arising out of or related to this Agreement.
- Notice.** Any notice sent to Mobile Materials Nashville shall be in writing and sent by Certified Mail, postage prepaid, to the local Mobile Materials Nashville credit office.
- Severability.** If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated. The parties agree that each term and provision of this Agreement shall be construed according to its fair meaning and not strictly for or against any Party.
- Offset and/or Setoff.** Mobile Materials Nashville may exercise the right of set-off under this Agreement as to any sums owed by Applicant and/or its affiliates under any other contract or agreement with Mobile Materials Nashville and/or its affiliates.
- Remedies Cumulative.** The duties and obligations imposed by this Agreement and the rights and remedies available under this Agreement are to be in addition to, and not a limitation of rights and remedies at law or in equity.
- Miscellaneous.** Time is of the essence. Applicant consents to Mobile Materials Nashville sending information to Applicant regarding Mobile Materials Nashville's products and prices at any time by fax to any fax number provided by Applicant, other electronic means or otherwise. A facsimile copy or electronic transmission will be treated as an original. Applicant shall not assign the Agreement or any interest herein without the prior written consent of Mobile Materials Nashville, and any attempted assignment, whether by operation of law or otherwise, shall be void without such prior written consent.

Legal Business Name

APPLICANT

By: [Redacted]  
Name of Signer (Applicant Individually and Corporately Title)

Date: [Redacted] Printed Name: [Redacted]