



CREDIT ACCOUNT APPLICATION
CONFIDENTIAL DOCUMENT

Return application to the address below:

Credit Manager
2025 Centre Pointe Boulevard
Mendota Heights, MN 55120-1221
Email: credit@tccmaterials.com
Phone: 651-688-9292

PLEASE FILL OUT THE FOLLOWING INFORMATION

Thank you for your interest in doing business with us.

The following application must be filled out completely. Submission of this application does not guarantee credit will be granted to all companies. Documents sent electronically may be used as an original. Complete fully and have all owners and officers sign to prevent any delays in processing.

If you have been working with a Sales Representative, please list here: _____

CUSTOMER INFORMATION

Legal Customer Name: _____

Address: _____

City: _____ **State:** _____ **Zip Code:** _____

County: _____

Phone: (____) _____ **Fax:** (____) _____

Website: _____

Date started or incorporated: _____ **Federal Tax ID No. (Required)** _____

State of Registration or Incorporation: _____ **Sales Tax Exempt:** Yes No

Corporate Status:

- Corporation
- Partnership
- Sole Proprietor
- LLC
- Other: _____
(please specify)

Business Classification:

- Contractor
- Dealer
- Other: _____
(please specify)

Select the type of credit you are applying for:

- Credit Terms - Anticipated credit need: \$ _____ COD/Credit Card Only (pay at time of order)

Do you require a Purchase Order? No Yes

All invoices are sent via email and can be accessed through an online portal. Provide the email invoices should to be sent.

Email: _____

Accounts Payable Contact:

Name: _____

Phone: _____

Email: _____

Purchaser/Sales Contact:

Name: _____

Phone: _____

Mobile: _____

Email: _____

Primary Purchasing Region (States, Counties, Cities, etc.): _____

Please select the products and/or services you are interested in purchasing.

- | | |
|---|--|
| <input type="checkbox"/> Aggregates | <input type="checkbox"/> Packaged Cement Products |
| <input type="checkbox"/> Architectural Block & Precast | <input type="checkbox"/> Precast Concrete Products |
| <input type="checkbox"/> Concrete Masonry Units (CMU) | <input type="checkbox"/> Ready-Mixed Concrete |
| <input type="checkbox"/> Concrete Pumping & Conveying | <input type="checkbox"/> Repair & Restoration Products |
| <input type="checkbox"/> Concrete, Hardscape & Masonry Supplies | <input type="checkbox"/> Sealants & Mastics |
| <input type="checkbox"/> Curing & Sealing Compounds | <input type="checkbox"/> Stone & Brick |
| <input type="checkbox"/> Hardscape & Landscape Products | <input type="checkbox"/> Other: _____ |

For each officer, shareholder, partner, or owner please provide the information requested below.

1. Owner/Officer: _____ Title: _____ Social Security # _____
Residential Address: _____
State: _____ Zip Code: _____

2. Owner/Officer: _____ Title: _____ Social Security # _____
Residential Address: _____
State: _____ Zip Code: _____

3. Owner/Officer: _____ Title: _____ Social Security # _____
Residential Address: _____
State: _____ Zip Code: _____

4. Owner/Officer: _____ Title: _____ Social Security # _____
Residential Address: _____
State: _____ Zip Code: _____

Bank Reference

Name: _____ Account # _____
City: _____ State: _____ Zip Code: _____

Supplier References

1. Name: _____ Phone: _____
Email: _____ Fax: _____
City: _____ State: _____ Zip Code: _____

2. Name: _____ Phone: _____
Email: _____ Fax: _____
City: _____ State: _____ Zip Code: _____

3. Name: _____ Phone: _____
Email: _____ Fax: _____
City: _____ State: _____ Zip Code: _____

4. Name: _____ Phone: _____
Email: _____ Fax: _____
City: _____ State: _____ Zip Code: _____

Internal Use Only:

Date Reviewed: _____ Reviewed by: _____ Credit Limit Authorized: \$ _____ Authorized by: _____

CREDIT ACCOUNT TERMS

In consideration of Twin City Concrete Products Co., Amcon Concrete Products, LLC, Borgert Products Company LLC and their affiliates and subsidiaries (collectively, "Company") selling to the purchaser identified below (the "Purchaser") on an open end account and in reliance on the representations of the undersigned owners/officers (jointly and severally the "Applicant"), the Purchaser and Applicant agree to the following credit terms regarding any purchases made by the Purchaser, the Applicant, or their agents including those ordered by E-mail, facsimile, telephone or otherwise:

1. The Applicant represents and warrants that the Applicant is authorized to execute this document on behalf of the Purchaser and agrees that a facsimile or electronic copy of this document may be used as an original copy by Company for any purpose. The Applicant and the Purchaser represent and warrant that all information provided in connection with this Document is true and correct.
2. Payment to Company by the Purchaser on its open credit accounts shall be made by the thirtieth (30th) day following each of the Purchaser's orders and the resulting delivery of products and services by Company. The Purchaser shall pay INTEREST at a RATE OF 1.5% per month (an ANNUAL PERCENT RATE OF 18%) on the unpaid balances owed at the end of the previous billing cycle after subtracting any payments made and credits allowed during a billing cycle.
3. All materials and services purchased from Company by the Purchaser shall be for business purposes only and not for personal use. The Applicant and the Purchaser acknowledge and agree that this document is not a consumer credit contract as defined by applicable federal or state laws.
4. The Purchaser shall pay all collection costs incurred by Company in connection with any purchases made by the Purchaser or any amounts advanced under this credit agreement including, but not limited to, arbitration, mediation, or litigation (court) costs and its reasonable attorneys' fees.
5. The Purchaser waives notice from Company of nonpayment of any past due accounts and submits to the personal and subject matter jurisdiction and venue of the District Court in Dakota County or Ramsey County, Minnesota at Company's discretion.
6. Company may freely assign, in whole or in part, the Purchaser's credit account balance to a third-party and said assignee shall have the same rights as accorded herein to Company. Company may also lower the Purchaser's credit limit with the Company or terminate the Purchaser's open credit account at any time with or without cause.
7. The opening of a credit account by Company for the Purchaser is not a commitment by Company to sell or deliver goods to the Purchaser.
8. The Purchaser shall further be bound by Company's General Terms and Conditions of Sale, as may be amended from time to time, as set out in Company's quotation and price sheets. The credit terms contained herein are neither a limitation, nor an election, of the remedies that Company may use to protect its rights due to the extension of credit, or the sale of goods and services, to the Purchaser.
9. The Purchaser and the Applicant both hereby authorize their credit references or any organization in the business of providing credit information (Credit Reporting Agencies) to provide Company all the information it requests from time to time about the Purchaser and the Applicant.
10. The undersigned agree that, in submitting this credit application, the credit history(ies) of the Applicant may be a factor in the decision of whether to advance credit to the Purchaser, and hereby consents to the use of consumer credit report(s) of the Applicant. The Applicant, as an individual, knowingly agrees and consents to the use of such credit report consistent with the Federal Fair Credit Reporting Act (15 U.S.C. Section 1681, et. seq.).
11. The Applicant and the Purchaser acknowledge and agree that, unless explicitly directed by the Purchaser in writing at the time of submitting this document, a credit account for the Purchaser may, at the discretion of the Company, be opened for the Purchaser at each of the Company's affiliates and subsidiaries including, but not limited to, Cemstone Products Company, Cemstone Ready-Mix, Inc., Cemstone Concrete Materials, LLC, Amcon Concrete Products, LLC, Borgert Products LLC, Twin City Concrete Products Co., Roberts Concrete Products, Inc., and Dakota Aggregates, LLC.
12. EACH APPLICANT ACKNOWLEDGES AND AGREES THAT, BY SIGNING BELOW, EACH APPLICANT JOINTLY AND SEVERALLY GUARANTEES ALL OBLIGATIONS OF THE PURCHASER FOR ALL AMOUNTS ADVANCED UNDER THIS CREDIT AGREEMENT, ALL RELATED PURCHASES MADE BY THE PURCHASER AND ANY OTHER INDEBTEDNESS OF THE PURCHASER OWED TO THE COMPANY. This is a continuing, irrevocable guaranty and shall be in effect as to all sales made by or on behalf of the Purchaser from the Company or any of its affiliates and/or subsidiaries. The Applicant hereby waives notice of default, nonpayment and notice thereof and consents to any modification or renewal of this credit agreement.

Purchaser (business name): _____ Date: _____

Signature required: _____
(Applicant individually and on behalf of Purchaser) _____
Print Name Title

Signature required: _____
(Applicant individually and on behalf of Purchaser) _____
Print Name Title

Signature required: _____
(Applicant individually and on behalf of Purchaser) _____
Print Name Title