

D.C. Materials, Inc.
3334 Kenilworth Avenue
Hyattsville, MD 20781
Telephone (301) 403-0200
Fax (301) 403-0206
dcmaterials@dcmaterials.com

Credit Application

Company Name _____

Company Address _____

Street

City

State

Zip

Business Phone (____) _____ Fax(____) _____

Cell Phone (____) _____

Email _____

Type of Business _____ Years in Business _____

Full Name, Address, Telephone and Cell Phone Numbers of Owners and other authorized Corporate Officers:

1. _____

2. _____

3. _____

Please Check (x) One: Individual Partnership Corporation LLC

Year Incorporated: _____ State: _____

Federal Tax ID Number: _____

Tax Exempt Number (If applicable): _____ (Copy of tax exempt certificate must be sent with application)

Estimated Credit Requested: \$ _____

Are Purchase Orders Required: Please Check (x) One: Yes No

Contact Name for Accounts Payable: _____

Phone Number: (_____) _____ Extension: _____

Email Address: _____

Financial Statement Requirements

_____ None

_____ Company

_____ Personal

Credit References

Company Bank Name & Address: _____

Contact Name: _____ Telephone Number: _____

Account No: _____

Trade References

(Please list three (3) current accounts)

Company Name, Address, Telephone Number & Contact Person:

1. _____

2. _____

3. _____

Terms of Sales applicable to accounts with either D.C. Materials, Inc.:

- All invoices are due and payable NET 30 DAYS from invoice date. No tickets will be sent with invoices.
- Service charges of 1½% per month for accounts over thirty (30) days past due.
- All accounts over sixty (60) days past due are placed on COD until payment is made.
- The undersigned agrees the Applicant/Customer will reimburse D.C. Materials, Inc. for all collection costs, including 25% attorney's fees of the then unpaid balance of principal and interest and court costs, if the account is referred to an attorney for collection.
- Applicant waives the right to a jury trial in the event of a dispute over the account.
- We do not accept any contaminated, hazardous, toxic or regulated materials; nor wood, organic or decomposable materials. Applicant/Customer is responsible for insuring that no such unacceptable materials are brought to either D.C. Materials, Inc.
- All terms contained in the attached Conditions of Sale are incorporated herein with this reference.
- Signature of Applicant constitutes agreement to these terms.

Signature _____

Date _____

Printed Name _____

Title _____ (Must Be an Officer of the Company)

DC Materials, Inc.
Credit Application

**D.C. MATERIALS, INC.
CONDITIONS OF SALE**

1. All invoices are due net 30 days from the date of invoice. Interest shall be charged at 18% per annum (1.5% per month) for each month or part of a month which the invoice is late.
2. Customer agrees to pay all costs and expenses, including 25% attorneys' fees, incurred by D.C. Materials, Inc. (collectively "Seller") to collect any past due invoices.
3. Seller does not accept hazardous, contaminated or regulated materials at any of its Facilities. Customer agrees that all materials brought to any Seller Facility are clean and free from contaminants. Customer warrants strict compliance with this standard. All materials brought to Seller shall be subject to inspection by Seller personnel, and Seller shall have the absolute discretion and authority to reject any loads it deems unfit or suspect. In the event that Seller determines that any materials brought to Seller does not comply with the terms of this paragraph, Seller shall notify Customer, and shall have the right to return all such non-conforming materials back to the job site, and all costs and expenses of such return shall be reimbursed by Customer to Seller within 10 days. Any inspection or right to inspect by Seller shall in no way reduce Customer's obligation and responsibility to comply with the terms of this paragraph.
4. D.C. Materials, Inc.'s normal operating/business hours (listed below) are subject to delay and/or closing due to holiday observance, weather, traffic or other events or conditions at the discretion of D.C. Materials, Inc.

Kenilworth Ave.: M - F: 6:30am to 4:00pm / Sat.: 6:30am to 11:30am *

5. The price of all loads brought to Seller shall be in accordance with the current published Seller price list, including prices for dirt, concrete, mixed loads, wet dirt, mud, or other acceptable materials. Seller shall make all determinations regarding the classification of materials (i.e., dirt, mixed loads, wet dirt, mud, etc.) brought to Seller in its sole and absolute discretion.
6. Any goods sold hereunder shall conform to the description contained herein, in accordance with construction industry standards. Crushed stone products may include recycled material. **THE FOREGOING WARRANTY IS EXCLUSIVE, AND IN LIEU OF ALL OTHER WARRANTIES. WHETHER WRITTEN, ORAL, EXPRESS OR IMPLIED, INCLUDING A WARRANTY OF MERCHANTABILITY AND A WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE WHICH OTHER WARRANTIES ARE HEREBY DISCLAIMED. ANY CLAIMS UNDER THIS LIMITED WARRANTY SHALL BE MADE IN WRITING AND MAILED OR PHYSICALLY DELIVERED TO SELLER AT THE ADDRESS SHOWN ON THIS APPLICATION WITHIN 72 HOURS OF RECEIPT OF THE MATERIALS GIVING RISE TO THE CLAIM.**
7. **THE SIGNATURE OF THE CUSTOMER, OR THE AGENTS AND/OR REPRESENTATIVES OF THE CUSTOMER ON THE SALES TICKET SHALL BE THE CUSTOMER'S UNQUALIFIED ACCEPTANCE OF, AND WAIVER OF ANY AND ALL CLAIMS WITH RESPECT TO, THE GOODS, THE DELIVERY OF WHICH IS HEREBY EVIDENCED. CUSTOMER HEREBY WAIVES ANY CLAIM BASED UPON ANY LATENT DEFECT IN THE GOODS IF SUCH CLAIM IS NOT MADE IN WRITING TO SELLER WITHIN 72 HOURS OF THE RECEIPT OF GOODS. THE CUSTOMER ASSUMES ALL RISK AND LIABILITY FOR THE RESULTS OBTAINED BY THE USE OF THE GOODS SOLD HEREUNDER. NO CLAIM OF ANY KIND, WHETHER AS TO GOODS DELIVERED OR FOR NON-DELIVERY OF GOODS, AND WHETHER OR NOT BASED ON NEGLIGENCE, SHALL BE GREATER IN AMOUNT THAN THE PURCHASE PRICE OF THE GOODS IN RESPECT OF WHICH SUCH CLAIM IS MADE. IN NO EVENT SHALL SELLER BE LIABLE FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT CAUSED BY OR RESULTING FROM THE NEGLIGENCE OF SELLER.**
8. Seller will not deliver goods inside the curb line of a job site, unless otherwise instructed by the Customer, or the agents and/or representatives of the Customer. If the Customer instructs that delivery be made inside the curb line, such delivery shall be made at the sole risk of the Customer, and Seller shall be relieved from all responsibility for any damage to any curb, sidewalk, driveway, lawn or other property which occurs during such delivery, including damage directly or indirectly relating to an overweight load. If the Customer instructs Seller or its operator to deliver inside a curb line, such instruction shall constitute an implied representation that the Customer is acting as agent for the owner of the property on which such delivery is made, and Customer shall indemnify and hold Seller harmless from any and all claims by such owner relating to such delivery.
9. Seller reserves the right to exclude and ban, in its sole and absolute discretion, any driver(s) who do not conduct themselves in a safe, professional and workmanlike manner.
10. Customer shall indemnify and hold Seller harmless from and against any and all claims, losses, liabilities, costs and expenses, including reasonable attorneys' fees and costs arising out of or relating to (i) a breach of any representation, warranty or covenant of Customer hereunder; (ii) the violation of any law, rule, regulation or statute, including, but not limited to, any applicable environmental law or rule by Customer, and (iii) any nonperformance, failure to comply or breach by Customer of any covenant, promise or obligation of Customer contained herein.
11. The validity, interpretation and performance of this **AGREEMENT** shall be governed by the Law of the State of Maryland. No modification or waiver of the terms and conditions hereof shall be binding upon Seller unless approved in writing by an authorized representative.

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Personal Guaranty

Dated: _____

For good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce D.C. Materials, Inc. (hereinafter referred to as "DCM"), to extend credit on open account to _____,

Whose address is _____
(hereinafter referred to as the "Borrower"), the undersigned whose name(s) and address(es) is (are) _____

hereby personally guarantee(s) to DCM, their successors and assigns, absolutely and unconditionally, the prompt and full payment of all of Borrower's liabilities, obligations, and indebtedness to either DCM whether past, present or future, direct or indirect, absolute or contingent, including but not limiting to all sums due to DCM on open account, accrued interest, finance and other charges (hereinafter collective called "Liabilities").

The undersigned further agree(s) that, with or without notice or demand, the undersigned will reimburse DCM for all expenses, including attorney's fees, incurred by DCM in connection with the Liabilities and the collection thereof, and including all expenses and attorney's fees incurred by DCM in connection with enforcement of and collection upon this guaranty.

This guaranty is a continuing guaranty and shall remain in full force and effect irrespective of any interruptions in the business relations of the Borrower with DCM. This guaranty does not affect DCM's right to refuse credit at any time, and such refusal does not affect the undersigned's obligations hereunder.

This instrument is a guarantee of payment and not merely of collection. The undersigned waive(s) any right to require that any action be brought against the Borrower by DCM and understands that the liability of the undersigned is direct and unconditional.

Date: _____

Personal Guaranty of _____
Print Name Above

The undersigned hereby waives notice of the maturity of the payments, notice of default by the Borrower and any and all other notices required by statute or otherwise. The undersigned further waives any right to a jury trial in the event of a dispute over this guaranty.

In the event of default by Borrower, the undersigned authorizes any Clerk in any Court of record in Maryland to enter judgment by confession in favor of DCM (as the case may be) against the undersigned for all sums due under this Guaranty, including attorneys' fees of 25% of the then unpaid balance of principal and interest, expressly waiving summons and other process, and does further consent to the immediate execution on said judgement.

If signed hereunder by two (2) or more persons the undersigned agrees that the guarantees, obligations and undertakings contained in this personal guaranty are joint and severable.

Signature

Signature

Printed Name

Printed Name

Notary:
State of _____

City/County of _____, to wit:

SUBSCRIBED and sworn to before me this _____ day of _____

Notary Public

My Commission Expires: _____

State of _____

City/Council of _____, to with:

SUBSCRIBED and sworn to before me this _____ day of _____

Notary Public

My Commission Expires: _____