



COMMERCIAL CREDIT APPLICATION

PO Box 13527
Roanoke VA 24035
Tel: 540-777-7600
Fax: 540-777-2064

APPLICANT: _____

MAILING ADDRESS: _____

STREET ADDRESS _____

CONTACT PERSON: _____

TELEPHONE: _____ FAX: _____ E-MAIL: _____

If you prefer electronic invoices, please provide Electronic Invoice E-MAIL Address: _____

DO YOU REQUIRE PURCHASE ORDER NUMBERS ON YOUR INVOICES? YES NO

NOTE: If you issue written purchase orders, they must be approved and signed prior to any shipments.

CORPORATION PARTNERSHIP PROPRIETORSHIP LLC OTHER YEAR BUSINESS STARTED _____

TAX STATUS TAXABLE NON-TAXABLE TAX EXEMPTION NO: _____ (INCLUDE CERTIFICATE)

TAX ID# (COMPANY, PARTNERSHIP, ETC OR SOCIAL SECURITY NO) _____ STATE OF ORIGIN _____

INFORMATION ON PRINCIPALS

LIST ALL OWNERS/PARTNERS FOR PROPRIETORSHIP OR PARTNERSHIP
LIST ALL OFFICERS/MEMBERS FOR CORPORATION OR LIMITED LIABILITY COMPANY

NAME	ADDRESS	PHONE	TITLE

ANSWER THE FOLLOWING FOR THE APPLICANT AND ALL ITS OWNERS, PARTNERS, OFFICERS AND MEMBERS:

- 1) HAVE YOU FILED FOR BANKRUPTCY? YES NO IF YES, GIVE DATE _____
- 2) ARE THERE ANY OUTSTANDING JUDGMENTS OR LIENS? YES NO
- 3) ARE THERE ANY LEGAL ACTIONS OR ARBITRATIONS PENDING? YES NO

BANK REFERENCE

NAME: _____ CONTACT NAME: _____
ADDRESS: _____ TELEPHONE: _____

TRADE REFERENCE

NAME: _____ CONTACT NAME: _____
ADDRESS: _____ TELEPHONE: _____

NAME: _____ CONTACT NAME: _____
ADDRESS: _____ TELEPHONE: _____

NAME: _____ CONTACT NAME: _____
ADDRESS: _____ TELEPHONE: _____

Assigned Salesperson (if known): _____

Product to be purchased: Aggregate Asphalt Concrete Masonry Hardscape Slate Construction/Paving

TERMS AND CONDITIONS

The undersigned ("Applicant") hereby makes application for credit from Boxley Materials Company, LLC (referred to herein as "Boxley"), all dba's, subsidiaries, divisions, affiliates, acquisitions and common shareholder entities. In this connection Applicant hereby authorizes and requests each trade or bank reference listed herein to advise Boxley of its credit experience with and to express an opinion as to the credit record of Applicant. Applicant acknowledges and agrees that Boxley in its sole discretion may submit this Commercial Credit Application and other credit information to others, including other potential sources of the credit sought by this application, as well as Boxley's successors and assigns. Further, Applicant, and each person signing below on behalf of Applicant agree that Boxley may obtain personal credit reports with respect to Applicant's officers, partners and owners. Applicant acknowledges that Boxley may, in its sole discretion, refuse to extend credit to Applicant in connection with any credit transaction.

Terms: Payment is due on all invoices 30 days from invoice date. Purchases not paid in accordance with those terms will be considered past due and subject to a finance charge of 1.5% per month, which is an annual percentage rate of 18%, added to the unpaid balance. Finance Charges are a penalty for non-payment and should not be considered an offer of financing. Payments will be applied first to unpaid service charges. The undersigned agrees to pay service charges and shall pay 20% collection costs, plus 25% attorney fees should counsel be retained plus court costs, in the event collection action is necessary.

Venue and Jurisdiction: Applicant hereby submits to the jurisdiction and venue in a Court of competent jurisdiction in the County of Roanoke, Virginia, or the County of Bedford, Virginia for any legal action, and agrees (subject to the provisions of the next paragraph) that these Courts shall be the exclusive Courts in which actions may be brought by Boxley or Applicant with regard to any extensions of credit and/or to any goods sold or supplied to Applicant. The laws of the Commonwealth of Virginia shall apply to actions brought in Virginia Courts.

Acceptance of Materials: Payment shall constitute acceptance of material. Any and all claims by Applicant/Guarantor/Owners/Partners/Officers/Members to Boxley as to any of the material furnished shall be made in writing and be made no later than 10 days after Boxley furnishes the same. Creditor's liability is limited to credit or replacement of product and services. If no claim is made within such period, Applicant/Guarantor/Owners/Partners/Officers/Members shall be deemed to have waived any rights to claims against Boxley for such material. Applicant/Guarantor/Owners/Partners/Officers/Members is also assuming full responsibility for any extra products and/or admixtures requested and delivered to the jobsite. The Applicant/Guarantor/Owners/Partners/Officers/Members understands that whomever calls into Boxley to place an order is an authorized representative for the Applicant/Guarantor/Owners/Partners/Officers/Members, and the business will be held fully responsible for all charges incurred and warrants that any order placed on their behalf is authorized to do so.

Adding Water to Concrete: Boxley does not assume responsibility for the strength or quality of material delivered in which water or any other additive has been added to the material at contractor's request. Under no circumstances shall Boxley be obligated for incidental or consequential damages, losses or expenses in connection with or by reason of the use of or inability to use the material provided by Boxley which has been altered.

Access to Work Site: The Applicant/Guarantor/Owners/Partners/Officers/Members agrees to provide roadways or approaches permitting safe access of Boxley trucks under their own power to the point of delivery. Boxley shall reserve the right to stop delivery if such access is not provided, Applicant/Guarantor/Owners/Partners/Officers/Members assumes full responsibility for any damage or cost incurred to our equipment or to the property of any other parties when our equipment is off of the public roadway. Applicant/Guarantor/Owners/Partners/Officers/Members assumes full and complete liability and responsibility for providing safe access for the delivery of all material.

Lien Rights: This agreement shall not be deemed a limitation or waiver of any rights or remedies that Boxley has under any federal or state mechanic's lien laws or under any applicable payment bond or any other rights, remedies, powers or privileges now or hereafter existing in law or equity, all of which is expressly reserved.

Unconditional Personal Guaranty:

The undersigned, individually, as well as on behalf of the Corporation, Partnership, LLC, LLP or other such entity noted above, agrees to pay all indebtedness now due or which may become due, including penalties, service charges, extra charges, reasonable attorney's fees, and court costs Incurred in the collection of their past due account. Liability shall be joint and several. The applicant regardless of title, agree to be jointly and severally liable for all unpaid amounts when any charge exceeds 60 days past due.

This guaranty is a continuing guaranty of payment and shall inure to the benefit of Boxley, from the date heron and shall remain in full force as long as the applicant has an open account. Any earlier termination of the guaranty with the agreement of Boxley shall not affect any of the guarantor's obligations hereunder with respect to indebtedness incurred prior to the termination.

For goods sold by Boxley to Applicant, Applicant hereby gives Boxley a purchase money security interest in those goods and their proceeds. Applicant hereby agrees to execute any documents that are necessary for Boxley to perfect its security interest in goods sold by Boxley, and Applicant hereby appoints Boxley as its attorney-in-fact for the limited purpose of executing such documents.

The failure of Boxley to insist on strict performance of any term, covenant or condition contained in this application shall not be construed as a waiver of such term, covenant or condition in any other instance.

Applicant's Certification and Agreement

Applicant and each person signing below on behalf of Applicant represents that the information contained in the application is true and correct.

All the above information is complete, correct and provided to Boxley to obtain credit. I authorize Boxley to investigate credit and employment history and to report the credit experience of any party or authorized user to business reporting agencies and others. I understand that you may retain this application whether or not it is approved.

Authorized Signature

Title

Print Name

Date

(Application must be signed for processing. Additional information may be required.)



RESIDENTIAL PROJECT INFORMATION

Customer	_____	Date	_____
Project	_____	Completion Date	_____
Physical Address	_____ _____		
Lot Number	_____	Subdivision	_____
Building Permit No	_____		
Description as shown on building permit	_____ _____		
Are you the prime contractor	YES <input type="checkbox"/>	NO <input type="checkbox"/>	
If you are sub-contractor complete the following:			
Prime Contractor	_____		
Address	_____		
Contact	_____	Phone	_____
Spec House	<input type="checkbox"/>	Custom House	<input type="checkbox"/> If custom complete Owner Information
Owner Name	_____		
Owner Address	_____		
Owner Phone	_____		
Financing provided by	_____		
Contact	_____	Phone	_____
Mechanic's Lien Agent	_____		
Address	_____ _____		
Contact	_____	Phone	_____
Return completed form to address below or fax to 540-777-2064			
Boxley			
Credit Department			
P O Box 13527			
Roanoke, VA 24035			





COMMERCIAL PROJECT INFORMATION

Customer	_____	Date	_____
Project	_____	Completion Date	_____
Physical Address	_____ _____		

Are you the prime contractor YES NO

If you are sub-contractor complete the following:

Prime Contractor	_____		
Address	_____		
Contact	_____	Phone	_____

Owner Name	_____		
Owner Address	_____		
Owner Phone	_____		

Financing provided by	_____		
Contact	_____	Phone	_____

Payment Bond Information			
Bonding Company	_____		
Address	_____		
Bond Number	_____		
Contact	_____	Phone	_____

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