

WADE SAND & GRAVEL CO., INC.
APPLICATION FOR CREDIT AND AGREEMENT
(Please Type or Print)

Organization Requesting Credit Phone Number

Street Address City State Zip

Mailing Address (if different from above)
Email address _____

Corporation ___ Partnership ___ Proprietorship ___ LLC ___ FEIN or SS# _____

Duns Number of Applicant _____ Cr. Amt. Expected per Month \$ _____

Type/Nature of Business State of Incorporation Date Co Established

Name and Title of Principal Officer, Partner, or Proprietor _____

Name and Address of Trade References (include City, State, Zip, Phone #, Fax #, Contact Name)

1. _____
2. _____
3. _____

The 10 DAY CREDIT PERIOD shall begin on the day following presentation of the invoice. If payments are made by mail, the date of mailing, as determined by the postmark, shall be the date of presentation and payment. Failure to comply with these credit terms may result in the Vendor requiring payment in full prior to acceptance of further shipments.

In applying for an extension of credit from Wade Sand & Gravel Co., Inc., the undersigned represents and warrants that the purpose of such credit is for business or commercial purposes exclusively and that such credit is not for personal, family or household purposes. This agreement may be executed by facsimile or scanned and returned by email but shall nevertheless be binding on the parties.

Should credit be granted, applicant agrees to make payments within the 10 day credit period and further agrees payments will not be delayed or withheld due to alleged errors in billing, unsettled overcharge or loss and damage claims or because of other unpaid items which might be due the applicant from the Vendor.

Signature Name and Title (Typed or printed) Date

Execute and return to:
Wade Sand & Gravel Co., Inc.
P. O. Box 39048
Birmingham, AL 35208
Fax: (205) 323-4907

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GUARANTEE

I, _____ hereby agree to and do guarantee to WADE SAND & GRAVEL CO., INC. an LLC organized and existing under the laws of the State of Alabama, with their principal office at Birmingham, Alabama, its successors or assigns, of all bills for any and all material that said Wade Sand & Gravel Co., Inc. has produced or may produce for, furnish or deliver to _____ its successors or assigns, when and as the same becomes due and payable, hereby waiving notice to me of production or delivery of material and of any default in payment, and agreeing that any material that said Wade Sand & Gravel Co., Inc. has sold or may hereafter sell to the said purchaser shall be considered as sold on the strength of this guarantee.

It is understood that this guarantee shall remain intact and unaffected by any change in the form of said indebtedness, whether evidence by bill, book account, note or acceptance, or by any modification of the terms of sale made by the parties thereto as to deliveries, terms of payment, etc. This guarantee shall be in full force and effect until revoked by written notice to Wade Sand & Gravel Co., Inc. Credit Department, P. O. Box 39048, Birmingham, Alabama 35208.

Guarantor also agrees that should there be any sums past due and owing due to credit extended pursuant to this agreement, that guarantor will pay all costs of collection, including a reasonable attorney's fee should Wade Sand & Gravel Co., Inc. employ an attorney for the purpose of collection of said sums.

Owner Signature: _____ Title: _____ Date: _____

ALABAMA RESALE or EXEMPTION CERTIFICATE

All states, cities and counties having sales or use tax laws require us to collect sales or use tax on our sales unless the buyer supplies us with an exemption certificate which sets forth a valid reason for exempting the sales from tax. Please assist us in determining your tax status by furnishing the appropriate information in the space provided below. Please be sure to furnish city, county and state exemption numbers.

_____ All purchases are subject to state and local taxes.

_____ Taxable rate _____

Name of City _____ County _____ State _____

_____ I (We) certify that all tangible personal property purchased from you is exempt from sales and/or use tax for the reason(s) stated below:

_____ For resale. Tax number _____
City County State

_____ Direct pay or exempt institution. Give number _____

_____ Government or agency of: NAME _____

_____ Materials become components of products manufactured for resale.
Sales tax number _____
City County State

This certificate shall continue in force until revoked in writing and shall be considered a part of each order given our company. If the material purchased is later used by the buyer for a purpose which makes the purchase of such material taxable, the buyer agrees to pay any tax due. Please complete, sign and return this certificate; otherwise, your orders will be subject to tax as required by law.

Date _____
Officer or Owner _____ Title _____

ALABAMA SEVERANCE TAX

As of October 1, 2004, the Alabama Uniform Severance Tax Act (Act Number 2004-629) is in effect. This act levies a \$.10 per ton statewide tax on all natural minerals severed and sold as tangible personal property. Wade Sand & Gravel Co., Inc. is required to collect this severance tax by law from purchasers unless the purchaser is exempt from the tax. Please indicate below any exemption that applies to your company as per the law (check all that apply):

1) _____ Purchased material will be used for agricultural purposes or for pollution control or abatement purposes, or natural minerals used for purpose of producing portland cement.

2) _____ Purchased material will be used outside the state and minerals are not transported on public roads in Alabama.

3) _____ Other (please explain in detail):

Date _____ Officer or Owner _____ Print Name & Title _____
Signature _____

Addendum to Credit Application

Everything I have stated in my application for credit is correct to the best of my knowledge. You are authorized to check my credit history and to answer questions about your credit experience with me. You are specifically authorized to contact any banks, companies, individuals and/or bureaus in the process of processing my application.

In applying for an extension of credit from Wade Sand & Gravel Co., Inc., the undersigned represents and warrants that the purpose of such credit is for business or commercial purposes exclusively and that such credit is not for personal, family or household purposes.

Applicant signature

Print Name

Date

Home Address

Social Security Number