



Titan Virginia Ready-Mix LLC  
 P.O. Box 7892 • Richmond, VA 23231  
 530 Eastpark Court, Suite H • Sandston, VA 23150  
 (804) 737-3430 Fax (804) 737-3458

# APPLICATION FOR BUSINESS CREDIT AND AGREEMENT

(ORIGINAL DOCUMENT MUST BE MAILED —  
 FAXED COPIES MAY WARRANT DENIAL OF CREDIT)

<b>Section I</b> <b>Date:</b>	Your Sales Representative, If Known:
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**Note: Failure to sign or fill out the application completely will cause delays.**

Legal business name (Applicant)			
Business street address (No P.O. boxes please)			
Business mailing address			E-mail address
City		State	Zip
Years in business			
Phone (      )	Mobile Phone (      )	Fax no. (      )	
Check one <input type="checkbox"/> Individual <input type="checkbox"/> Partnership (State of organization) _____ <input type="checkbox"/> Corporation (State of organization) _____			
Purchase orders required? <input type="checkbox"/> Yes <input type="checkbox"/> No	Are you tax exempt? <input type="checkbox"/> Yes <input type="checkbox"/> No	IF YES, ATTACH TAX EXEMPTION CERTIFICATE CARD	Federal ID No.
Principal bank	Branch	Phone No. (      )	Account No.

**Attach a current, audited financial statement. If self-employed 3 years or less include 2 years of Federal Income Tax 1040 Forms.**

## Section II - Owners or Officers

Name	Title	Social Security No.
Home address (No P.O. boxes)	No. of Years	Home phone (      )
Name	Title	Social Security No.
Home address (No P.O. boxes)	No. of Years	Home phone (      )

## Section III

**Trade references: Please provide at least six building material references covering the number of years stated in business.**

Name	City, State	Phone no. (      )	Fax no. (      )
Name	City, State	Phone no. (      )	Fax no. (      )
Name	City, State	Phone no. (      )	Fax no. (      )
Name	City, State	Phone no. (      )	Fax no. (      )
Name	City, State	Phone no. (      )	Fax no. (      )
Name	City, State	Phone no. (      )	Fax no. (      )

1. Have you or any officers of the company ever done business under another name and/or in a different state? If so, name and address:	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. Have you or any officers of the company ever filed personal or corporate bankruptcy in the last 7 years? If so, when and where?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3. Have you or any of the officers of the company ever done business with Titan before? When and under what name?	<input type="checkbox"/> Yes <input type="checkbox"/> No

**Applicant has read and hereby agrees that the Agreement is subject to the terms and conditions listed on the reverse side, including the personal guaranty, which are incorporated, and an integral part of this Agreement. The person(s) signing below warrants and represents that he/she has the authority to enter into this Agreement on behalf of the Applicant. The signature(s) below constitute the acknowledgement of receipt of the terms and conditions, and that Applicant is bound to same even if such is not returned to Titan with the signed Agreement.**

Applicants Signature (1)	Applicants Signature (2)
Title	Title
Printed Name of Signer	Printed Name of Signer
Date of Signature	Date of Signature

# AGREEMENT

## TERMS AND CONDITIONS

1. **BINDING AGREEMENT** - This Agreement shall be between Applicant and Titan Virginia Ready-Mix LLC, which includes ALL subsidiary and affiliated corporations, companies, partnerships, and joint ventures (hereinafter referred to as Titan). In the event of litigation, suit will be brought against Applicant by the Titan entity from whom purchases were made. This Agreement shall inure to the benefit of the successors and assigns of Titan, and shall be binding upon Applicant's heirs, legatees, devisees, personal representatives, successors and assigns. As used herein, the term "Applicant" shall include the guarantors, such that the person(s) signing on the first page hereof agree to personally see payment of the debt as provided in paragraph 11 below, and all other terms and conditions contained herein.
2. **AUTHORIZATION FOR CREDIT REVIEW** - Applicant hereby authorizes Titan to obtain any and all information it deems necessary from any and all sources or references listed on this Credit Application, and from any other credit bureaus, creditors of Applicant, trade references, banks or other financial institutions to supply Titan such information as Titan deems necessary to assist it in its consideration of the Credit Application.
3. **PAYMENT TERMS** - If this Credit Application is accepted, Applicant agrees to pay in full the invoice price of all purchases, now or hereafter made from Titan promptly when due according to the terms set forth on each invoice. If the total invoice price is not paid in full on or before the due date, Applicant agrees to pay a late payment charge on the unpaid delinquent balance, including amounts post judgement, which will prevail over the statutory rate, calculated at the rate of the lessor of: (a) one and one-half percent (1½%) per month specifically, or (b) the highest rate allowed by law. If Applicant should fail to fulfill any of its obligations under this Agreement, or if Titan, in good faith deems itself insecure because the prospect of payment is impaired, or the prospect or performance of any provision of the Agreement is impaired, or if a default occurs for any other reason provided in this Agreement then Titan, at its option and without notice, may declare the entire unpaid balance owed by Applicant under this Agreement to be immediately due and payable, or terminate the credit privileges of Applicant under this Agreement, or both. Should it become necessary to place this account for collection, suit or other legal proceedings, (1) (we), the undersigned, agree to pay all costs and expenses of collection suit or other legal action, including reasonable attorney fees, and if necessary appellate attorney fees. Applicant and guarantor(s) hereby agree that any legal action brought for collection of past due accounts and/or action arising from this Agreement may be brought against it/them in the court of competent jurisdiction in Norfolk, Virginia, Fairfax County, Virginia, or Richmond, Virginia. The choice of venue in the three jurisdictions shall be in the sole discretion of Titan.
4. **DEFAULT** - The occurrence of any of the following events shall constitute a default under this Agreement (a) Applicant fails to fulfill any obligation of this Agreement or to perform, or rectify the breach of, any warranty, Agreement, or other undertaking by Applicant; (b) Applicant or guarantor of Applicant's indebtedness under this Agreement, dies, terminates existence, abandons its business, becomes insolvent, bankrupt, becomes the subject of bankruptcy, receivership, insolvency, or similar proceedings, or makes an assignment for the benefit of creditors; (c) Any information or other representation now or hereafter made or furnished to Titan by Applicant's request or instruction is, or is believed in good faith by Titan to be inaccurate, incomplete, or false in any material respect; (d) Applicant violates or breaches any provision of this Agreement; (e) Any collateral which is security for Applicant's indebtedness under this Agreement is lost, suffers material damages or destruction, is levied upon, becomes subject to a receivership, or cannot be located within five days after Titan demands to inspect the same; (f) Any other event which causes Titan, in good faith, to deem itself insecure or to believe that the prospect of performance of any provision of the Agreement by Applicant is impaired.
5. **WAIVER** - Titan may, at its option, permit Applicant to remedy any default under this Agreement without waiving the default so remedied or any other subsequent or prior default by Applicant. Applicant waives notice of default of this Agreement and waives presentment, demand, protest, and notice of dishonor as to any instrument.
6. **ACCURACY OF INFORMATION** - Applicant certifies that any and all information now or hereafter supplied to Titan by Applicant, or at Applicant's request or instruction, is both accurate and complete, and Applicant will, upon request, establish the accuracy and completeness of any such information. Applicant shall promptly notify Titan of any change in such information supplied, and of any change in Applicant's residence, primary place of business or mailing address. Applicant shall promptly notify Titan by certified mail if he/she should incorporate Applicant's business at any time subsequent to the date of this application.
7. **PROVISION OF INFORMATION** - Applicant is required to provide Titan, upon request, information regarding bonding companies, general contractors, mechanic's lien agents, or owners, for the purpose of filing preliminary notices, claims on payment bonds, or mechanic's and/or materialman's liens.
8. **CORPORATE AUTHORITY AND LIABILITY** - Applicant warrants and represents that it has authority to enter into this Agreement and that any person signing this Agreement has been duly authorized to execute this Agreement for and on behalf of Applicant. If Applicant is not yet a legally organized corporation, Applicant acknowledges that Titan is relying upon the credit worthiness and financial ability of the owner or owners of the Applicant to discharge any and all obligations of Applicant to Titan. If Applicant, subsequent to this Application, incorporates its business, the owner or owners shall be jointly and severally liable to Titan for any and all indebtedness to Titan, whether existing prior to incorporation or subsequently incurred. Nothing contained herein shall vitiate the personal guaranty provided in paragraph 11 hereof.
9. **ADDITIONAL PROVISIONS** - The rights and remedies of Titan stated in this Agreement are cumulative and are in addition to any other rights or remedies provided by law.
10. **PRODUCT CLAIMS** - ALL WARRANTIES ARE EXCLUDED, WHETHER EXPRESSED OR IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TITAN SHALL NOT BE LIABLE (DIRECTLY OR INDIRECTLY) UNDER ANY CIRCUMSTANCES FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL OR ANY OTHER TYPE OF DAMAGES ARISING OR RESULTING FROM A BREACH OF WARRANTY, OR BREACH OF CONTRACT OR ANY OTHER CLAIMS RELATING TO THE SALE, HANDLING, OR USE OF THE GOODS SOLD. TITAN'S LIABILITY HEREUNDER, AND APPLICANT'S AND/OR GUARANTOR'S EXCLUSIVE REMEDIES HEREUNDER, EITHER FOR BREACH OF WARRANTY, BREACH OF CONTRACT, FOR NEGLIGENCE, OR FOR ANY OTHER CLAIMS, IS EXPRESSLY LIMITED TO THE GIVING OF CREDIT FOR REPLACEMENT MATERIALS ONLY TO THE EXTENT OF THE PURCHASE PRICE FOR THE MATERIALS. TITAN MUST BE GIVEN WRITTEN NOTICE, IDENTIFYING THE DEFECTIVE GOODS AND SPECIFYING THE DEFECT WITHIN TEN (10) DAYS AFTER RECEIPT OF THE GOODS BY BUYER. TITAN MUST ALSO BE GIVEN THE OPPORTUNITY TO INSPECT THE ALLEGEDLY DEFECTIVE GOODS, AND IF REQUESTED BY TITAN, THE ALLEGEDLY DEFECTIVE GOODS MUST BE RETURNED TO TITAN. FAILURE TO GIVE THE REQUIRED NOTICE WITHIN THE TIME PROVIDED OR FAILURE TO RETURN AN ALLEGEDLY DEFECTIVE GOOD TO TITAN FOLLOWING TITAN'S REQUEST CONSTITUTES A WAIVER OF A CLAIM FOR CREDIT OR REPLACEMENT. TITAN'S RESPONSIBILITY TO GIVE CREDIT OR REPLACEMENT IS LIMITED TO THE EXTENT OF THE ORIGINAL PURCHASE PRICE OF THE GOODS. NO CREDIT FOR GOODS RETURNED BY APPLICANT AND/OR GUARANTOR SHALL BE GIVEN WITHOUT TITAN'S WRITTEN AUTHORIZATION.
11. **PERSONAL GUARANTY** - In consideration of Titan extending credit for value received, (I) (we), by signing on the front page hereof, jointly and severally, in an individual capacity, and not as an agent for the Applicant described hereinabove, hereby personally and unconditionally guaranty the payment of any balance that may become due Titan, including all attorney's fees and court costs, elaborated in the terms and conditions hereinabove, and hereby incorporate by reference, all of the above terms and conditions. (I) (We), the undersigned, hereby specifically agree that Titan may initiate a lawsuit against the undersigned in (my) (our) individual capacity, without joining or contemporaneously suing the entity named on the first page hereof described above. This is a continuing guaranty, unless terminated in writing, via certified mail, received at the Regional Office of Titan in Norfolk. It is understood that said termination shall be prospective in effect only, and that this guaranty shall remain in effect with regard to any balances incurred prior to the date of termination. It is also understood that revocation of the guaranty may, in Titan's sole discretion, result in termination of further credit privileges.