

# SOUTH TEXAS AGGREGATES, INC.

4343 E. Main St. Uvalde, Texas 78801

Phone: (830) 591-1400

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## Commercial Credit Application

All fields must be completed and applicant must sign the Terms and Conditions and Guaranty in order for extension of credit to be considered.

Business Name \_\_\_\_\_

Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Phone \_\_\_\_\_

Fax \_\_\_\_\_ Email: \_\_\_\_\_

Billing Address if different \_\_\_\_\_

Principal Owner, Partner, or Officer Name \_\_\_\_\_ Title \_\_\_\_\_

Main contact name \_\_\_\_\_ Accounts payable name \_\_\_\_\_

Check One: Corp \_\_\_\_\_ Partnership \_\_\_\_\_ Individual \_\_\_\_\_ FEIN or SS# \_\_\_\_\_

Date Business Established \_\_\_\_\_

Are you taxable? (circle) Yes No ***If no, an exemption certificate must be attached to process application.***

Are POs required? (circle) Yes No

Preferred Billing Method (Check one) By Email \_\_\_\_\_ By Regular Mail \_\_\_\_\_

From which of our quarries will you be obtaining materials initially? (Check)

- |  |  |
|--|--|
| <input type="checkbox"/> Amigos (2229 US Hwy 83, Uvalde)       | <input type="checkbox"/> Ball (3015 FM 481, Uvalde)                      |
| <input type="checkbox"/> Chapman (13305 SH 127, Sabinal)       | <input type="checkbox"/> D&D Rock & Asphalt (4966 N. US 277, Eagle Pass) |
| <input type="checkbox"/> Delhi (3375 E US Hwy 67, Big Lake)    | <input type="checkbox"/> Bader (US Hwy 90, Bracketville)                 |
| <input type="checkbox"/> Shallow Valley (6090 FM 2594, Rankin) | <input type="checkbox"/> Schraeder (9935 Hwy 137, Garden City)           |
| <input type="checkbox"/> FM 1379 (Midland County)              | <input type="checkbox"/> Scharbauer (Martin County)                      |

**Trade and Banking References (all information must be completed).**

Name \_\_\_\_\_ Phone 602-442-6767 \_\_\_\_\_  
Fax \_\_\_\_\_ Material/Service Provided \_\_\_\_\_  
\$ Credit Limit \_\_\_\_\_  
How long have you been a customer of this vendor? \_\_\_\_\_ Circle: Years Months

Name \_\_\_\_\_ Phone \_\_\_\_\_  
Fax \_\_\_\_\_ Material/Service Provided \_\_\_\_\_  
\$ Credit Limit \_\_\_\_\_  
How long have you been a customer of this vendor? \_\_\_\_\_ Circle: Years Months

Name \_\_\_\_\_ Phone \_\_\_\_\_  
Fax \_\_\_\_\_ Material/Service Provided \_\_\_\_\_  
\$ Credit Limit \_\_\_\_\_  
How long have you been a customer of this vendor? \_\_\_\_\_ Circle: Years Months

Principal Bank Name \_\_\_\_\_ Phone \_\_\_\_\_  
Bank Officer Name \_\_\_\_\_ Acct # \_\_\_\_\_  
How long have you used this bank? \_\_\_\_\_ Circle: Years Months  
**Note: If banking officer requires your permission to speak with us we may need you to contact your bank for authorization to discuss your banking history.**

### **Terms and Conditions – Commercial Credit Application**

By submitting this Commercial Credit Application, the undersigned Applicant agrees to the following terms and conditions related to all sales by South Texas Aggregates, Inc. ("STA") to Applicant:

1. Applicant shall pay all invoices on or before the 30<sup>th</sup> day after invoice date. Late payments are subject to interest at a rate of 1.5% per month accrued on a daily basis until paid in full together with any then accrued interest.
2. Applicant authorizes STA to contact its trade and banking references for credit purposes and agrees that STA may contact these references again from time to time as STA deems necessary.
3. STA reserves the right to limit Applicant's available credit or to terminate the extension of credit at any time in STA's sole discretion. STA shall not be liable to Applicant or Applicant's customers in the event STA limits or terminates credit.
4. Unless otherwise agreed by STA in writing signed by an authorized salesperson or officer of STA, all quotes made by STA regarding material availability, quantity, specifications, and price are valid for 30 days from the date of the quote only unless withdrawn by STA earlier orally or in writing. Unless otherwise agreed by STA, all prices for materials are FOB Shipping Point.
5. Applicant shall not disclose any quotes obtained from STA to third parties except as necessary in the normal course of completion of work with Applicant's customers.
6. Unless Applicant provides STA with a timely, fully completed, signed, and dated sales tax exemption/resale/direct pay/agricultural (as the case may be) Texas Comptroller-approved form for its tax exempt purchases, all sales to Applicant will be taxed, as required by Texas law, and Applicant will remain liable to pay STA for such taxes regardless of notations on Applicant's payments, written or oral purchase orders or other communications between the parties to the contrary, or any other reason. Applicant shall complete updated forms as required by STA from time to time in order to satisfy any Texas Comptroller requirements. Applicant shall be liable to STA for any damages resulting from failure to provide this form.
7. Applicant or Applicant's designee(s) shall sign for all scale house tickets when delivery is made whether at STA's quarries or at any agreed delivery destination. Should Applicant or Applicant's designee be absent for signature, the delivery by STA shall be conclusive evidence of STA's full performance and shall not relieve Applicant for payment. If Applicant shall request copies of lost/misplaced tickets, Applicant shall pay to STA \$2.00 for each ticket copy that STA sends to Applicant.
8. STA warrants for one (1) year from the date of delivery that its materials sold to Applicant shall meet STA's specifications unless other specifications specific to Applicant's job are agreed to in writing by STA. ***All warranties of merchantability and fitness for any purpose and all other warranties whether express or implied regarding material sold by STA to Applicant are hereby excluded. STA shall not be liable for incidental, consequential, or any other damages caused by non-compliance of any material with STA's specifications sold by STA to Applicant. Applicant shall make its own determination whether STA's specifications are sufficient for Applicant's purposes.***
9. STA shall have the sole right to modify or change the terms of this agreement at any time by notifying Applicant.
10. Applicant shall be responsible for the payment of all costs STA may incur for the collection of any amounts due from Applicant or for the enforcement of any provision of this agreement including, without limitation, attorney's fees, court costs, process service, lien costs, bond defense or enforcement, and out of pocket travel or other expenses incurred by STA.
11. This agreement shall be governed by the laws of the State of Texas.

Applicant Company Name \_\_\_\_\_

Applicant Authorized Signature \_\_\_\_\_

Print Name \_\_\_\_\_ Title \_\_\_\_\_

Date \_\_\_\_\_

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**Unlimited Personal Guaranty**

In consideration of the South Texas Aggregate Inc.'s ("STA") consideration to extend credit to Applicant in this Commercial Credit Application, the undersigned guarantor(s) ("Guarantor") personally guarantees the performance by Applicant of all of Applicant's duties and obligations set forth in this Commercial Credit Application including, without limitation, the payment of all sums due now or hereafter. Guarantor hereby waives all notices with respect to this Unlimited Personal Guaranty. STA shall not be required to sue or otherwise seek legal means in order to collect any sums owed by Applicant to STA.

This Unlimited Personal Guaranty shall remain in full force and effect and may not be revoked due to the incapacity or death of any Guarantor. All guarantors below shall be jointly and severally liable for the performance of Applicant's duties and obligations in this Commercial Credit Application.

The laws of the State of Texas shall govern this Unlimited Personal Guaranty.

**The undersigned voluntarily and irrevocably waive trial by jury with respect to any action or claim brought by STA or its agents with respect to this Unlimited Personal Guaranty.**

**Name of Guarantor:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Name of Guarantor:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_