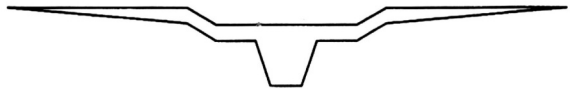


# COWTOWN MATERIALS, INC.



401 Garden Acres  
Fort Worth, Texas 76140  
Phone: (817) 551-1805  
Fax: (817) 568-1301

3410 S. Fillmore St.  
Amarillo, TX 79110

1120 W. Crosby Rd.  
Carrollton, TX 75006

4025 Mint Way  
Dallas, TX 75237

4301 Old Denton Road  
Fort Worth, Texas 76117

15460 State Hwy. 121N  
Frisco, TX 75035

301 East 50th St.  
Lubbock, TX 79453

12400 W. Hwy 191  
Midland, TX 79707

2601 Samford Ave  
Shreveport, LA 71103

1521 Beaumont St.  
Texarkana, TX 75501

1529 E. Northeast Loop 323  
Tyler, TX 75708

2701 Avenue K  
Wichita Falls, TX 76309

## CREDIT APPLICATION

LEGAL COMPANY NAME: \_\_\_\_\_

SUBSIDIARY/DBA: \_\_\_\_\_

RESIDENTIAL \_\_\_\_\_ COMMERCIAL \_\_\_\_\_ PROP.MGT. \_\_\_\_\_ GOV. \_\_\_\_\_

GENERAL CONTRACTOR \_\_\_\_\_ SUB CONTRACTOR \_\_\_\_\_ OWNER \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_ CITY/STATE/ZIP: \_\_\_\_\_

PHYSICAL ADDRESS: \_\_\_\_\_ CITY/STATE/ZIP: \_\_\_\_\_

A/P PERSON: \_\_\_\_\_ PHONE NO: \_\_\_\_\_ FAX NO: \_\_\_\_\_ EMAIL: \_\_\_\_\_

BUSINESS IS:  PROPRIETORSHIP  PARTNERSHIP  CORPORATION

CHARTERED IN WHAT STATE: \_\_\_\_\_

YEAR BUSINESS ESTABLISHED? \_\_\_\_\_

TYPE OF BUSINESS \_\_\_\_\_ PURCHASE ORDER REQUIRED? \_\_\_\_\_ TAXABLE? \_\_\_\_\_

*IF NO, ATTACH RESALE OR EXEMPTION CERTIFICATE*

**OWNERS** (If applicant is a sole proprietorship or partnership) **OFFICERS** (If a corporation)

Name	Home Address, City State Zip	S/S#
	Home Phone	Dr. Lic.#
Title		
Name	Home Address, City State Zip	S/S#
	Home Phone	Dr. Lic.#
Title		
Name	Home Address, City State Zip	S/S#
	Home Phone	Dr. Lic.#
Title		

WOULD YOU LIKE INVOICES:  EMAILED \_\_\_\_\_  FAXED \_\_\_\_\_  MAILED \_\_\_\_\_

### TRADE REFERENCES

1. \_\_\_\_\_  
NAME OF BUSINESS ADDRESS TELEPHONE FAX
2. \_\_\_\_\_
3. \_\_\_\_\_

*PLEASE ATTACH A CURRENT FINANCIAL STATEMENT*

BANK REFERENCE \_\_\_\_\_ ACCT. NO. \_\_\_\_\_ PHONE \_\_\_\_\_  SAVINGS  CHECKING

STANDARD TERMS AND CONDITIONS OF SALE APPEAR ON THE REVERSE SIDE OF THIS APPLICATION. It is agreed that all sales of merchandise, rental of equipment and/or services by Cowtown Materials will be based on these terms and conditions. Terms of payment: All balances are due by the 20th day of the month following the month of sale. It is understood and agreed that past due balances are subject to service charges at a rate of 1 1/2% per month. (18% per annum) or the maximum interest rate permitted by law, whichever is less. We hereby authorize you to contact the above references for needed credit information.

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PRESIDENT/VICE PRESIDENT/PARTNER/PROPRIETORSHIP

### GUARANTY OF INDEBTEDNESS

The undersigned Guarantor(s) in order to induce Cowtown Materials to extend credit to applicant herein, does hereby unconditionally personally guarantee all sums which may be owed by applicant to Cowtown Materials whether said indebtedness is due now or hereafter incurred. This Guaranty is continuing, and shall continue to apply to all indebtedness which applicant may hereafter incur, renew or extend in whole or in part, with Cowtown Materials, all without notice to the undersigned Guarantor(s). Cowtown Materials may jointly or independently modify the indebtedness, accept or release collateral, or release the applicant, without releasing the undersigned Guarantor(s) without notice. If this Guaranty is executed by more than one Guarantor, one or more Guarantors may be released, and such release shall not release the other Guarantor(s), and such release may be done without notice to the other Guarantor(s). The undersigned Guarantor(s) waives notice of acceptance of this Guaranty. Performance of this Guaranty shall be at Ft. Worth, Tarrant County, Texas and the undersigned guarantor(s) promise to pay the indebtedness and obligation incurred here under at Ft. Worth, Tarrant County, Texas.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
GUARANTOR

\_\_\_\_\_  
GUARANTOR

**STANDARD TERMS AND CONDITIONS OF SALE**

1. All sales or rentals are expressly conditional to Buyer's agreement to the standard terms and conditions on the front and back of this form. Any order of statement of intent to purchase any merchandise and/or services from Cowtown Materials herein separately and collectively referred to as "Seller"; or any direction to proceed with engineering, procurement, manufacture or shipment of any such merchandise and/or services; or acceptance of all or part of such merchandise and/or services; or payment of all or part of such merchandise and/or services; shall constitute assent to said terms and conditions. Any different or additional terms and conditions proposed by buyer in a purchase order or otherwise, are objected to by Seller and will not be binding upon Seller unless specifically assented to in writing by an authorized representative of Seller's management. These terms and conditions of sale represent the entire sales agreement of the parties as to purchases made by Buyer from Seller, except in situations where seller has agreed to other or additional terms and conditions in writing by an authorized agent.
2. Each shipment or delivery shall be deemed to have been sold under a separate and independent contract. Any order for merchandise, rentals, and/or services by Buyer shall constitute a representation that Buyer is solvent. If, in the judgement of Seller, the financial condition of the Buyer at the time of manufacture or shipment does not justify the terms of payment specified, Seller reserves the right to require from Buyer full or partial cash payment or other adequate assurance of performance before manufacture or shipment. Buyer grants Seller a security interest in all merchandise and/or services. Buyer agrees to execute any documents or furnish information necessary to perfect this security interest.
3. Seller assumes no responsibility for merchandise and/or services meeting any job specifications or requirements unless specifically so stated in its written quotation.
4. As to merchandise delivered by Seller's truck, title passes upon delivery at the place Buyer receives possession; and, thereafter, all manufacturers, title passes to Buyer at point and time of delivery to carrier; and, thereafter, all risk of loss or damage shall be on Buyer. Deliveries by common carrier are f.o.b. shipping point. On direct shipments from manufacturers, title passes to Buyer at point and time of delivery to carrier; and, thereafter, all risk of loss or damage shall be on Buyer. Damage or shortage claims arising from direct shipments are to be made by Buyer against carrier. Seller assumes no responsibility beyond delivery to carrier in good order and is not responsible for loss, damage, or delay occurring thereafter. All items shown as freight allowed pertain to particular items and quantities. Any deviation after placement or order, such as changes in quantity or partial release, will be subject to the manufacturer's terms and conditions where applicable. Extra labor or mechanical facilities required to unload shall be provided by Buyer without cost to Seller.
5. Shipping or performance dates are not guaranteed, but if stated, are based upon best information then available and unless otherwise specifically stated in writing are subject to change without notice. Seller shall not be liable for failure to delivery or for delay in delivery or performance due to (i) a cause beyond its reasonable control, or (ii) an act of God, act or omission of Buyer, act of civil or military authority, governmental priority or other allocation or control, fire, strike or other labor difficulty, riot or other civil disturbance, insolvency or other inability to perform by the manufacturer, delay in transportation, or (iii) any other commercial impracticability. In the event of any such delay, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay.
6. Seller shall use its best efforts to obtain from each manufacturer, in accordance with the manufacturer's warranty (copies of which will be furnished upon request) or customary practice, the repair or replacement of merchandise and/or services that may prove defective in material or workmanship. The foregoing shall constitute the exclusive remedy of the Buyer and the sole obligation of Seller. Except as to the title THERE ARE NOT WARRANTIES, EITHER WRITTEN, ORAL, IMPLIED OR STATUTORY, relating to the described merchandise which extend beyond that described in this paragraph. NO IMPLIED STATUTORY WARRANTY OF MERCHANT ABILITY OR FITNESS FOR PARTICULAR PURPOSE SHALL APPLY.
7. Seller's liability on any claim or damage arising out of the supplying of any merchandise, rental of equipment, and/or services to Buyer, or their sale, resale, operation of use, whether based on contract, warranty, tort (including negligence) or other grounds, shall not exceed the price allowable to such merchandise and/or services or part of thereof involved in the claim. Seller shall not, under any circumstances, be liable for any labor charges without the prior written consent of Seller. Seller shall not in any event be liable, whether as a result of breach of contract, warranty, tort (including negligence) or other grounds, for special, consequential, incidental or penal damages including, but not limited to, loss of profits or revenue, loss of use of the product or any associated product, cost of capital, cost of substitute products, facilities or services, downtime costs, or claims of customers of the buyer for such damages. If Seller furnishes Buyer with advice or other assistance which concerns any merchandise, rental equipment, and/or services supplied hereunder, or any system or equipment in which any such merchandise, rental equipment, and/or services supplied hereunder, or any system or equipment in which any such merchandise and/or services may be installed, and which is not required pursuant to this contract, the furnishings of such advice or assistance will be subject to Seller to any liability, whether based on contract, warranty, tort (including negligence) or other grounds.
8. No merchandise and/or services will be accepted for return without the written permission of Seller. Normally stocked items returned in resalable condition will be accepted for credit subject to a minimum 15% restocking charge and other applicable charges. Merchandise and/or services will not be accepted for return after 30 days from date of delivery. Special ordered items or abnormal quantities of stock items will not be accepted for return until Seller has secured permission and terms of return from Seller's resources of supply and such terms have been accepted by the Buyer. All merchandise and/or services claimed to be defective shall be held subject to inspection by Seller and/or the manufacturer.
9. Should shipments be held or stored beyond delivery date for convenience to Buyer, Seller may, at its option, assess reasonable charges for any expense incident to such delay.
10. No waiver, alteration or modification of any of the provisions hereof shall be binding upon Seller unless specifically assented to in writing by an authorized representative of Seller's management.
11. Payment of merchandise and/or services purchased or rented from Seller by Buyer shall be made at Ft. Worth, Tarrant County, Texas. In the event Buyer does not pay when due, Buyer agrees to pay interest on past due amounts at the rate of 1-1/2% per month (18% per annum) or the maximum interest rate permitted by law, whichever is less.
12. Orders placed by Buyer may be cancelled by the Buyer only if agreed to by Seller and upon payment of reasonable charges based upon expenses already incurred and commitments made by Seller.
13. If it is necessary for Seller to institute legal proceedings against Buyer to collect any indebtedness due to or enforce any of these Terms and Conditions of Sale, Seller shall be entitled to recover from Buyer its reasonable attorneys' fees and costs.
14. Seller reserves the right to recover cost associated with collections (intents and or liens: i.e.)

The undersigned hereby consent(s) to Cowtown Materials use of a non-business consumer credit report on the undersigned as principal(s) proprietor(s) and or guarantor(s) in connection with the extension of business credit as contemplated by this credit application. The undersigned hereby authorize(s) Cowtown Materials, Inc. to utilize a consumer credit report on the undersigned from time to time in connection with the extension or continuation of the business credit represented by this credit application. The undersigned as (an) individual(s) here knowing consent(s) to the use of such Credit report with the Federal Fair Credit Reporting Act as contained in 15 U.S.C. @ Et sq.

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

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

**Approximate Monthly Credit Requirements \$** \_\_\_\_\_