



P.O. Box 152 • Hellertown, PA • 18055-0152

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WBE Certified

www.4windsconcrete.com

PennDOT Certified

## CREDIT APPLICATION & PURCHASE AGREEMENT

Each of these entities is hereinafter referred to individually and/or collectively as "Four Winds Concrete, Inc".

Thank you for considering Four Winds Concrete, Inc. as your supplier. In consideration of a credit account with our company, this application must be completed in full, signed by the appropriate individuals, returned, and accepted by our office. **Please PRINT clearly.**

Salesman \_\_\_\_\_ Date \_\_\_\_\_

LEGAL NAME OF BUSINESS \_\_\_\_\_

DBA \_\_\_\_\_

BILLING ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ ST \_\_\_\_\_ ZIP \_\_\_\_\_

MAILING ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ ST \_\_\_\_\_ ZIP \_\_\_\_\_

BUSINESS PHONE (\_\_\_\_\_) \_\_\_\_\_ FAX (\_\_\_\_\_) \_\_\_\_\_

WEBSITE ADDRESS \_\_\_\_\_

A/P CONTACT \_\_\_\_\_ A/P EMAIL \_\_\_\_\_

PLEASE INDICATE HOW YOU WANT TO RECIEVE YOUR INVOICES EMAILED \_\_\_ FAXED \_\_\_ MAILED \_\_\_

**TYPE OF BUSINESS:**     Private Corp.     Public Corp.     Individual Proprietorship     Partnership     Other  
                                   LLC (please attached articles of formation and organization)     Homeowner (spouse info & guarantee required)

FEDERAL TAX ID (EIN)# \_\_\_\_\_ TAX EXEMPT YES / NO    TAX EXEMPT # \_\_\_\_\_

**PLEASE SEND TAX EXEMPT FORM WITH CREDIT APPLICATION**

HAS APPLICANT OR ANY OF ITS PRINCIPALS EVER FILED A VOLUNTARY PETITION IN BANKRUPTCY? YES \_\_\_ NO \_\_\_

HAS A LIEN OR CIVIL SUIT BEEN FILED AGAINST THE APPLICANT/PRINCIPAL WITHIN THE LAST 7 YEARS? YES \_\_\_ NO \_\_\_

**OWNERS, OFFICERS, PRINCIPALS, & MEMBERS (Physical Addresses Required, no P.O. Boxes) :**

**NAME** \_\_\_\_\_ **TITLE** \_\_\_\_\_  
HOME ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ ST \_\_\_\_\_ ZIP \_\_\_\_\_  
HOME PHONE \_(\_\_\_\_\_) \_\_\_\_\_ CELL PHONE \_(\_\_\_\_\_) \_\_\_\_\_ SOCIAL SEC # \_\_\_\_\_  
EMAIL \_\_\_\_\_ D.L. # \_\_\_\_\_ STATE \_\_\_\_\_

**NAME** \_\_\_\_\_ **TITLE** \_\_\_\_\_  
HOME ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ ST \_\_\_\_\_ ZIP \_\_\_\_\_  
HOME PHONE \_(\_\_\_\_\_) \_\_\_\_\_ CELL PHONE \_(\_\_\_\_\_) \_\_\_\_\_ SOCIAL SEC # \_\_\_\_\_  
EMAIL \_\_\_\_\_ D.L. # \_\_\_\_\_ STATE \_\_\_\_\_

**NAME** \_\_\_\_\_ **TITLE** \_\_\_\_\_  
HOME ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ ST \_\_\_\_\_ ZIP \_\_\_\_\_  
HOME PHONE \_(\_\_\_\_\_) \_\_\_\_\_ CELL PHONE \_(\_\_\_\_\_) \_\_\_\_\_ SOCIAL SEC # \_\_\_\_\_  
EMAIL \_\_\_\_\_ D.L. # \_\_\_\_\_ STATE \_\_\_\_\_

Are the owners/officers/principals/members affiliated with other businesses? YES NO

List the Names of any affiliated, subsidiary or parent companies of applicant. List the name(s) of any other businesses operated by any officer, partner, owner, principal or member, whether past or present: \_\_\_\_\_  
\_\_\_\_\_

Has the applicant, and/or its owners, ever done business with or received credit from FOUR WINDS CONCRETE, INC. in the past? YES NO  
If so, under what names? \_\_\_\_\_  
\_\_\_\_\_

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**BANK REFERENCES:**

**BANK ACCOUNT #1:**  CHECKING ACCOUNT  MONEY MARKET ACCOUNT  SAVINGS

BANK NAME \_\_\_\_\_ ACCOUNT # \_\_\_\_\_  
BANK PHONE # \_(\_\_\_\_\_) \_\_\_\_\_ CITY \_\_\_\_\_ ST \_\_\_\_\_ ZIP \_\_\_\_\_  
NAME AS IT APPEARS ON THIS ACCOUNT \_\_\_\_\_

**BANK ACCOUNT #2:**  CHECKING ACCOUNT  MONEY MARKET ACCOUNT  SAVINGS

BANK NAME \_\_\_\_\_ CHECKING ACC OUNT # \_\_\_\_\_  
BANK PHONE # \_(\_\_\_\_\_) \_\_\_\_\_ CITY \_\_\_\_\_ ST \_\_\_\_\_ ZIP \_\_\_\_\_  
NAME AS IT APPEARS ON THIS ACCOUNT \_\_\_\_\_

**\*SIGNATURE** authorizing release of banking information \_\_\_\_\_

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**TRADE REFERENCES** (Please list **Building Material Suppliers** where credit has been extended, no contractors/sub-contractors)

(1) NAME \_\_\_\_\_ CITY \_\_\_\_\_ ST \_\_\_\_\_  
PHONE # (\_\_\_\_\_) \_\_\_\_\_ FAX # (\_\_\_\_\_) \_\_\_\_\_ ACCOUNT # \_\_\_\_\_

(2) NAME \_\_\_\_\_ CITY \_\_\_\_\_ ST \_\_\_\_\_  
PHONE # (\_\_\_\_\_) \_\_\_\_\_ FAX # (\_\_\_\_\_) \_\_\_\_\_ ACCOUNT # \_\_\_\_\_

(3) NAME \_\_\_\_\_ CITY \_\_\_\_\_ ST \_\_\_\_\_  
PHONE # (\_\_\_\_\_) \_\_\_\_\_ FAX # (\_\_\_\_\_) \_\_\_\_\_ ACCOUNT # \_\_\_\_\_

(4) NAME \_\_\_\_\_ CITY \_\_\_\_\_ ST \_\_\_\_\_  
PHONE # (\_\_\_\_\_) \_\_\_\_\_ FAX # (\_\_\_\_\_) \_\_\_\_\_ ACCOUNT # \_\_\_\_\_

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**CREDIT APPLICATION AGREEMENT AND AUTHORIZATION FOR CREDIT CHECK**

1. The applicant authorizes FOUR WINDS and/or its credit investigation agency to contact and receive information regarding applicant's business background, reputation, personal character, and credit worthiness.
2. The undersigned individual(s) who is/are either a principal of the credit applicant or a sole proprietor of the credit applicant, recognizing that his or her individual credit history may be a factor in the evaluation of the credit history of the applicant, and hereby authorizes the use of a consumer credit report(s) on the undersigned by FOUR WINDS, and from time to time and as may be needed or deemed relevant or necessary, in the credit evaluation and monitoring process.
3. Applicant represents and warrants to FOUR WINDS that all statements made in this application are true and correct. Applicant hereby agrees to indemnify and hold harmless FOUR WINDS, its agents and employees from any liability, damage, claims, court costs, and/or attorney's fees resulting from any credit investigation.

**IF THIS CREDIT APPLICATION IS APPROVED, THE UNDERSIGNED AGREES TO THE FOLLOWING TERMS & CONDITIONS:**

1. All payments are to be made within Net 30 days of the invoice date. Payments in default will be assessed a service charge of 1.5% per month (18% per annum).
2. Applicant accepts all responsibility for damage to vehicles or property when delivery is requested "off" public roads.
3. In the event that this account is placed for collection, applicant agrees to pay reasonable attorney and collection fees, the minimum to be no less than 30% of the uncollected balance, and, in addition to any court costs or fees that are incurred in connection with the collection of this account.
4. The Construction Lien Law requires an authorized representative to be on site to accept and receive deliveries from FOUR WINDS. We understand that this is not always practical or feasible. We hereby waive the requirement of having an authorized person present when deliveries are made.
5. Applicant understands that any discrepancies in a delivery must be communicated in writing to FOUR WINDS within twenty-four (24) hours following the receipt of delivery. If no such communication has been confirmed by FOUR WINDS, it will be understood that the delivery was accepted, the delivery ticket will serve as a contract, and applicant will be obligated to pay for the materials in accordance with the FOUR WINDS credit agreement.
6. Applicant acknowledges that all pricing discrepancies must be in writing within seven (7) days of delivery.

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**CREDIT CARD INFORMATION** A CREDIT CARD IS NEEDED ON FILE IN THE EVENT THE ACCOUNT BECOMES DELINQUENT.  
THE CUSTOMER WILL BE NOTIFIED WHEN THE CARD IS PROCESSED.

NAME AS IT APPEARS ON CARD \_\_\_\_\_

CARDHOLDER BILLING ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ ST \_\_\_\_\_ ZIP \_\_\_\_\_

TYPE OF CREDIT CARD (VISA & MASTERCARD ONLY)  VISA  MASTERCARD

CARD NUMBER \_\_\_\_\_ SECURITY CODE \* \_\_\_\_\_

\*SECURITY CODE IS THE LAST 3 DIGITS OF THE NUMBER ON THE SIGNATURE BOX ON THE BACK OF THE CARD

EXPIRATION DATE \_\_\_\_\_

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I/We agree to the above and do certify that all statements made herein are true, correct and complete to the best of my/our knowledge; that said terms are not signed under duress and that I/we are authorized by Applicant to make this application.

**IF INDIVIDUAL OR PARTNERSHIP, SIGN HERE:**

\_\_\_\_\_  
Print Name  
X  
\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name  
X  
\_\_\_\_\_  
Signature Date

**IF APPLICANT IS A CORPORATION SIGN HERE:**

\_\_\_\_\_  
Print Name of Applicant  
X  
\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name of Signatory and Title

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**PERSONAL GUARANTY**

For value received from FOUR WINDS CONCRETE, INC. (hereinafter referred to as "FOUR WINDS"), including their future sale of material and/or supplies to (purchaser) \_\_\_\_\_  
\_\_\_\_\_ located at \_\_\_\_\_, the undersigned

GUARANTOR(s) jointly and severally hereby guarantee prompt and punctual payment of any present and future accounts due from the purchaser(s) to FOUR WINDS. This Personal Guarantee includes all costs of collection including but not limited to attorney's fees and costs incurred in connection with FOUR WINDS's collection efforts whether or not suit and/or arbitration is filed, as well as all charges for interest and service charges as set forth in the Credit Application.

The GUARANTOR(s) hereby waive notice of acceptance of the guaranty and of any default in payment by the purchaser(s) and certify(ies) that this guaranty was not signed under duress.

The GUARANTOR(s) hereby knowingly consent to use by FOUR WINDS of a non-business consumer credit report on the undersigned to evaluate credit worthiness of the undersigned as guarantor(s) in connection with the extension of business credit as contemplated by this credit application.

\_\_\_\_\_  
Type/Print Name Signature Date

\_\_\_\_\_  
Type/Print Name Signature Date

\_\_\_\_\_  
Type/Print Name Signature Date

\_\_\_\_\_  
Type/Print Name Signature Date

# GENERAL TERMS AND CONDITIONS

## **Terms: Net 30 days**

If at any time the financial responsibility of the purchaser becomes impaired or unsatisfactory to us, cash payment or satisfactory security may be required. These terms are the essence of this quotation and any contract for deliveries made under it.

Contingencies: We will not be responsible for failure to make delivery when prevented by strikes including labor troubles, accident, or necessary repairs to machinery, fire, flood, adverse weather conditions, inability to obtain transportation, or in the event of inability to obtain at reasonable costs, electric power, or operating materials or machinery; or by reason of any other contingencies beyond our control.

Taxes: Any taxes that are or may be levied by the United States Government or any state of political subdivision thereof, on the materials, or in the ingredients in the materials quotes herein, or on the sale or purchase thereof, or on incidental transportation charges, when same are paid or required to be paid or collected by FOUR WINDS CONCRETE, INC. shall be added to the prices named.

Overtime Deliveries: An additional charge will be made for all deliveries after 3:00 P.M. on weekdays, for all Saturday deliveries, and for all deliveries on Sundays and legal holidays. Legal holidays are to be considered those on which banks are closed for that purpose. Prices and quotes for overtime or holiday deliveries on request. A 10 minute per c.y. unloading time is allowed, anything beyond that a over time charge will apply.

Size of Load: Concrete prices are bases on full truck loads. An additional charge will be made for less than truckload delivery.

Deicers: Use of deicers, improper finishing, and lack of proper curing will damage the surface of the concrete and is at the customer's risk.

Deliveries: Delivery instructions must be given within a reasonable time before deliveries are to be made. Arrangements for pours exceeding 100 cubic yards must be made at least one day in advance. All deliveries will be made to the best of our ability to dispatch, but no claims will be allowed because of delays.

Delivery Conditions: The purchaser agrees to provide suitable roadways or approaches to points of delivery other than paved streets. We reserve the right to stop deliveries if the roadways or approaches are unsatisfactory to us.

In the event the purchaser orders delivery beyond curb line, we will not assume liability for damage to sidewalks, driveways, or other property loss and expense incurred as a result of such deliveries.

Detention of Trucks and Equipment: Purchaser agrees to pay any and all costs of repairs necessitated by damage to our trucks and/or equipment resulting from any cause whatever during the process of delivery on the work-site or unloading on the work-site, other than negligence on the part of a FOUR WINDS CONCRETE, INC. employee or mechanical failure of FOUR WINDS CONCRETE, INC. equipment.

Claims and Disputes: Any pricing claims or disputes that arise from invoices must be made in writing within 7 business days of the invoice date. Delivery disputes must be made in writing within 24 hours in writing.

Strength: When the compressive strength of the concrete is to be guaranteed by FOUR WINDS CONCRETE, INC., the proportions shall be set by FOUR WINDS CONCRETE, INC., and shall be equal to or greater than that guaranteed. Unless otherwise specified, guaranteed strength concrete is to have an average slump of not over 4" when tested in accordance with the standards of the A.S.T.M. Where the purchaser requests concrete of a greater slump, the additional cement required to maintain the specified strength and/or water cement ratio will be charged for.

Admixtures: If any admixture not regularly used by FOUR WINDS CONCRETE, INC. is required by the purchaser, it shall be furnished by the purchaser, unless otherwise agreed upon. A charge will be made for handling such admixtures at our plant.

Added ingredients: If at any time additional water or admixtures or other mix not regularly used by FOUR WINDS CONCRETE, INC. are added to the concrete by the purchaser, or at his/her request, FOUR WINDS CONCRETE, INC. is not longer responsible for slump, strength, or quality of the concrete.

Change in Aggregates: Where sizes or coarse aggregate other than those quoted herein are requested by the purchaser, additional charge will be made to cover the cost of handling special aggregates and any additional cement required to maintain the desired workability, strength, or water cement ratio.

Volume: Concrete prices and quantities are based upon the wet volume at the time of discharge from the delivery truck.

Testing: FOUR WINDS CONCRETE, INC. must receive all test results (as per ASTM C94) directly from the designated testing agency as those results become available. Test results are not valid unless performed by a certified ACI technician.

Sign \_\_\_\_\_

Date \_\_\_\_\_