



2219 Hartwick Rd | Houston, TX 77093 | Phone: 281-227-2747 | Fax: 281-227-9692

### APPLICATION FOR OPEN CREDIT

Date Turned in:		Estimated Requirements – Must be completed for application to be processed			
Date Needed:		\$	CemTex Sales Representative		
Company Name		Street Address			
City	State	ZIP	Telephone #	Fax #	

Years in Business	Type of Customer					
	Individual		Joint Venture		Prime Contractor	
	Partnership		Other		Sub-Contractor	
	Corporation				Sub-Sub-Contractor	
Type of Operation						

Owner or Officers	Position	If Individual or Owner, Social Security Number and Address

Bonding Company	Telephone Number	License Number
Bank	Telephone Number	Account Number
Financial Statement Available Yes      No		

Trade References	Address	Phone Number
1.		
2.		
3.		
4.		

Approved:	Comments:	
Declined:		
Credit Limit:	Terms:	

Please read and sign Credit Agreement in the following page. If faxing, please include all pages and a cover fax if possible, you may return original by mail. Or email or by uploading this document through our website form uploader. If you are tax exempt, please provide your certificate.

Thank you for taking the time to apply for credit. At CemTex we appreciate your business, feel free to Contact us for any questions you may have.

## Agreement at Time of Application for Credit (Including Basic Terms and Conditions of Sale)

In consideration of a credit evaluation of applicant(s) by **CemTex Concrete Ready Mix, LLC**. (Seller) and the possible sale of goods by Seller on credit to Applicant, Applicant authorizes Seller to obtain credit information on Applicant now and on an ongoing basis and with this authorizes the release of all credit information on Applicant to Seller. Applicant further agrees that the following terms and conditions will apply to all sales of goods by Seller, including sales on the Account.

1. Applicant agrees to pay interest at the maximum legal rate allowed by law on any invoice amount past due until paid, both before and after judgement, and further agrees to pay all costs incurred in collection of past due amounts, including reasonable attorney's fees, whether suit is filed thereon or not. Applicant agrees that venue for any litigation between Seller and Applicant will be Harris County, Texas. All matters between Seller and Applicant will be governed by the laws of the State of Texas. All accounts are due and payable in Harris County, Texas. TERMS OF SALE: NET 10 DAYS. Applicant acknowledges that Seller's right to receive payments in current funds on the Account have been or will be assigned to **CemTex Concrete Ready Mix, LLC**, 2219 Hartwick Rd., Houston, TX 77093
2. Applicant further agrees to pay all amounts due on the Account, including interest and cost of collection, for all labor and materials supplied on the Account.
3. Applicant agrees that all lien waivers will be effective only to the dollar amount of payments actually received. Applicant agrees that Seller retains its mechanic's lien, payment bond or similar security rights for unpaid deliveries under any and all circumstances, despite any documents or agreements that may state or imply otherwise.
4. Seller will have the right to cancel orders, stop shipments, require payments in advance and/or require other satisfactory security if timely payment is not made, or until any dispute or insecurity has been resolved, or if at any time the financial responsibility of the Applicant is impaired or unsatisfactory to the Seller, or the Applicant is in breach of any contract with Seller.
5. Seller will not be responsible for delays in production or delivery resulting from fire, flood, strikes, lockouts, difference with workers, accidents, war, insurrection, delays in transportation, equipment failure, shortage of cars, trucks, fuel or materials, governmental interference or regulation, acts of God or any other contingencies beyond Seller's control.
6. THE FOLLOWING IS IN LIEU OF ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND OF ANY OTHER OBLIGATION ON THE PART OF THE SELLER. Seller warrants that at the time of delivery, the quality of materials and workmanship of Seller's goods will conform to the requirements of the specifications set forth in the respective sales contract(s), or to Seller's standard manufacturing practice.
7. If the goods furnished by Seller fail to conform, at time of delivery, to Seller's warranty, seller's sole and exclusive liability will be to repair, replace, f.o.b. Seller's plant with full freight allowed to the jobsite, or upon mutual agreement to credit Applicant's Account for defective material. If repair or replacement is made, Seller will have a reasonable time to make such repair or replacement. Notice of defective goods must be given to seller immediately upon discovery the defect, notwithstanding the foregoing, final notice of any defect must be given within thirty (30) days from the date of delivery of such goods.
8. IN NO EVENT SHALL SELLER BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, LOSSES OR EXPENSES DIRECTLY OR INDIRECTLY ARISING FROM THE SALE, HANDLING OR USE OF THE GOODS OR FROM ANY OTHER CAUSE OR BREACH INCLUDING, BUT NOT LIMITED TO BREACH OF WARRANTY OR NEGLIGENCE.
9. No legal action shall be brought by the Applicant against the Seller for any claim with respect to any goods sold by Seller to Applicant more than one year after delivery of such goods to the Applicant. It is agreed that any cause of action with respect to such goods will accrue on the date of delivery of such goods.
10. Additional terms and conditions of sale will be contained in the Quotation and/or Sales Contracts issued by Seller for particular transactions which shall be construed to be in addition to the basic terms and conditions herein set forth.

### Applicant(s):

Legal Entity: \_\_\_\_\_ Legal Entity: \_\_\_\_\_

By:

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

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



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The undersigned consents to **CemTex Concrete Ready Mix, LLC**. Obtaining a consumer credit report(s) on:

\_\_\_\_\_  
Applicant's name

\_\_\_\_\_  
Applicant's name

For the purpose of evaluating creditworthiness in connection with application for business credit for

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

**Signed by:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

In consideration of goods being sold on open account to the above named firm, I personally guarantee all indebtedness hereunder. I further agree that this guarantee is an absolute, completed and continuing one, and no notice of the indebtedness already or hereafter contracted need be given. The terms may be rearranged, extended and/ or renewed without notice to me. That I will, within five (5) days from the date of notice that the account is past due, pay the amount due.

GUARANTOR \_\_\_\_\_ DATE \_\_\_\_\_

GUARANTOR \_\_\_\_\_ DATE \_\_\_\_\_