



# APPLICATION FOR CREDIT ACCOMODATION

Transit Mix Concrete & Materials Co. \* Trinity Materials, Inc. \* Trinity Aggregate Distribution  
Armor Asphalt \* Armor Materials \*

## Corporate Credit Department

PO Box 568887

Dallas, TX 75356

Credit Dept. Phone: (214) 589-8475

Credit Dept. Fax: (214) 589-2524

District Office: \_\_\_\_\_

Salesman: \_\_\_\_\_

COMPANY NAME \_\_\_\_\_ PHONE NO: ( ) \_\_\_\_\_

MAILING ADDRESS \_\_\_\_\_ FAX NO: ( ) \_\_\_\_\_

STREET ADDRESS \_\_\_\_\_

CITY COUNTY STATE / ZIP

FED. EMP. I.D.# \_\_\_\_\_ CELL/MOBILE NO: ( ) \_\_\_\_\_

PO REQUIRED: YES  NO  TYPE OF ENTITY: CORP.  PARTNERSHIP  PROPRIETORSHIP  INDIVIDUAL  LL  YRS EST. \_\_\_\_\_

Email Address: \_\_\_\_\_ @ \_\_\_\_\_ ASSOCIATED COMP. / FORMER BUSINESS: \_\_\_\_\_

## OFFICERS / PARTNERS / OWNERS:

NAME \_\_\_\_\_ TITLE \_\_\_\_\_ HOME PHONE ( ) \_\_\_\_\_

ADDRESS \_\_\_\_\_ SOC. SEC. # \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

CITY STATE / ZIP

NAME \_\_\_\_\_ TITLE \_\_\_\_\_ HOME PHONE ( ) \_\_\_\_\_

ADDRESS \_\_\_\_\_ SOC. SEC. # \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

CITY STATE / ZIP

CONTROLLER- A/P CONTACT \_\_\_\_\_ EST. MONTHLY REQUIREMENTS IN DOLLARS \$ \_\_\_\_\_

## BUSINESS OR TRADE REFERENCES

1. \_\_\_\_\_ Phone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_

2. \_\_\_\_\_ Phone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_

3. \_\_\_\_\_ Phone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_

BANK NAME \_\_\_\_\_ ACCOUNT NO. \_\_\_\_\_

OFFICER NAME \_\_\_\_\_ Phone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_

**TERMS AND CONDITIONS.** The Customer identified above ("Customer") hereby applies for open account credit from the companies identified in the preamble to this application for Credit Accommodation, (the "Sellers"). The customer understands and agrees that (i) all of the Sellers are entitled to rely upon this Application for Credit Accommodation and any financial statements or other financial information provided from time to time by or on behalf of the Customer to any of the Sellers in determining whether to extend or to continue open account credit accommodations to the Customer, (ii) the Sellers may at any time and from time to time modify the limits of open account credit accommodations available to the Customer and the terms and conditions upon which open account credit accommodations will be extended to the Customer, (iii) each invoice is due and payable in accordance with all of the terms and conditions of this Application for Credit Accommodation and such invoice (including but not limited to costs and expense of legal counsels, (vi) the Sellers are hereby authorized at any time and from time to time to generate or to obtain one or more credit or investigative reports from credit reporting agencies or others regarding the Customer, its principals and officers and any guarantor of the Customer's obligations, (vii) **the Alternative Resolution Dispute Provisions at the conclusion of this Application for Credit Accommodations are incorporated herein and specifically made a part thereof** and (viii) all obligations incurred by the Customer to any of the Sellers are performable in Dallas County, Texas, (exempt for goods or services purchased from Transit Mix Concrete & Materials Company of Louisiana which are performable in Calcasieu Parish, Louisiana). The Customer hereby represents that all goods purchased from the seller are for business or commercial purposes and are not intended for personal, family, or household uses.

OFFICER/OWNER \_\_\_\_\_ DATE \_\_\_\_\_

**GUARANTY \*\*.** In consideration of any goods or services provided to the customer on open account by any of the Sellers, the undersigned hereby guarantees the payment and performance of all obligations of the customer to any and all of the Sellers as if the undersigned were the primary obligor. The undersigned acknowledges that this guaranty is an absolute, unconditional and continuing guaranty, and no notice of the indebtedness currently outstanding or hereafter uncured need be given. The undersigned hereby agrees that the terms of payment of any obligation of the Customer to any Supplier may be modified, rearranged, extended or renewed without notice to, or consent by, the undersigned. The undersigned may terminate its obligations with respect to future obligations of the Customer by written notice actually received by the President or any Vice President of any Seller; provided, however, that no such notice shall be effective until thirty days after such receipt or to any obligation uncured prior to the conclusion of such thirty-day period. **The Alternative Dispute Resolution Provisions at the conclusion of this Application for Credit Accommodation are incorporated herein and specifically made a part hereof. \*\*The Undersigned consents to Transit Mix Concrete and Materials Company obtaining a Consumer Credit Report on the Guarantor for the purpose of evaluating the credit worthiness of the Guarantor in connection with an application for business credit.**

NAME OF GUARANTOR \_\_\_\_\_ DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_ SOCIAL SECURITY NO \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ DL# \_\_\_\_\_ STATE \_\_\_\_\_

**Alternative Dispute Resolution Provisions: At the option of the Sellers, any dispute, claim or controversy which arises out of the sale of goods by the Seller to the Customer, including any action against the guarantor identified above, or any issue recognized arbitration association or body. Judgment by any court of competent jurisdiction may be entered upon the arbitration award. In addition, the Customer hereby agrees to submit any such dispute, claim or controversy to any other alternative dispute resolution procedure, (such as mediation), selected by any Seller for the resolution of disputes.**