



Murray | Concrete X Inc.



DALTON PLANT
PHONE: 706-271-0230
FAX: 706-271-0231

CALHOUN PLANT
PHONE: 706-602-0122
FAX: 706-629-9303

READY MIXED CONCRETE
P.O. Box 740
CHATSWORTH, GA 30705

CHATSWORTH PLANT
PHONE: 706-695-2599
FAX : 706-695-2545

Fed Tax ID #

Name of firm or individual

Address

City State Zip

Phone Alt. Phone

The following information must be provided. It will be held in the strictest confidence.

Ownership

Name of Principal Social Security #

City State Zip

References

Bank: Account # Contact Person : Phone Number:

Business Name Phone

Business Name Phone

Business Name Phone

ALL INVOICES ARE DUE ON THE 10TH OF THE MONTH FOLLOWING THE SALE. A one and one-half (1-1/2%) service charge (18% annual rate) is added to all account balances thirty (30) days past due. If this account becomes delinquent and collection becomes necessary, buyer agrees to pay all reasonable attorneys' fees, court costs, and/or collection fees.

We certify that all the information on this form is correct. We fully understand your credit terms agree to the proper payment in consideration of extended credit.

The applicant hereby authorizes the use of this document or a facsimile thereof, as consent for the release of credit information to seller(Murray Mix Concrete, Inc.) by credit Bureaus and the above listed Trade and Bank references.

Signature Title Date

Guarantee

The undersigned principal owner personally and unconditionally guarantees the payment of any and all indebtedness of the foregoing company.

Signature Title Date

TERMS AND CONDITIONS OF SALE

PAYMENT AND INTEREST: All amounts due hereunder shall be immediately payable upon receipt of invoice. Any amounts not paid within thirty (30) days of the date of invoicing shall bear interest at a rate of one and a half percent per month (1.5%).

ATTORNEYS' FEES: In the event Murray Mix Concrete, Inc. (hereinafter "MMC") has to resort to legal action or retain an attorney to enforce any obligations of the Purchaser or Customer hereunder (hereinafter referred to as "Customer"), Customer shall be responsible for all MMC's costs of collection, including fifteen percent (15%) of the principal and interest due as attorneys' fees.

RISK OF LOSS: Customer shall be deemed to have accepted the goods purchased or equipment serviced hereunder, and its right to reject the goods or services, or otherwise make a claim against MMC shall be deemed to have been waived by Customer unless its written claim is received by MMC within ten (10) days after receipt by Customer of goods or services covered by this Agreement. Any such written claim from Customer shall specifically set forth the nature of its claim and each and all of goods or services affected thereby provided, however, Customer shall retain any and all rights, remedies and obligations arising under the Express Warranty given by MMC to Customer.

NOTICE OF BREACH: In the event Customer accepts the goods or services and it does not revoke its acceptance, Customer must notify MMC in writing of any breach of warranty or claim for damages on account of the condition or quality of the goods or services within seven (7) days after discovery of the breach. Said notice must specify the facts constituting alleged breach of warranty and all goods and services affected thereby. Failure to give such notice shall be deemed conclusive evidence that no warranty has been breached.

NON-WAIVER: A waiver of and/or failure to perform any one or more of the conditions of this Agreement shall not constitute a waiver of or excuse for non-performance as to any other part of this Agreement for future performance by Customer.

SET-OFF: Customer's obligation of payment under this Agreement is absolute and Customer shall have no right to withhold payment of any sums owing to MMC by Customer due to any alleged breach of warranty by MMC.

LIMITATION OF WARRANTY AND SOLE AGREEMENT: This Agreement contains the entire agreement from the parties with respect to the goods or services covered hereby, and, except as otherwise expressly written and incorporated herein by reference, MMC MAKES NO REPRESENTATIONS FOR WARRANTIES, EXPRESSED OR IMPLIED, (MMC EXPRESSLY DISCLAIMING ALL SUCH WARRANTIES), INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES AND MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO SAID GOODS. This Agreement can be altered and amended only by a writing signed by all the parties hereto. No agent, employee or representative of MMC has any authority to bind MMC to any affirmation, representation, or warranty concerning the goods or services hereunder, and unless an affirmation, representation, or warranty made by an agent, employee, or representative of MMC is specifically included within this Agreement, it shall not be enforceable by Customer.

LIMITATION OF LIABILITY: The remedies of Customer set forth herein are exclusive. MMC shall not be liable to Customer for any incidental, special reliance, consequential, or indirect damages or loss, including, without limitation, damages for loss of profit or contemplated use. The total liability of MMC, with respect to transactions contemplated by this Agreement or goods or services furnished hereunder, or with respect to the manufacture, sale, delivery, repair, or technical direction covered by or furnished under this Agreement, whether such liability of MMC is based on contract, warranty, negligence, strict liability, indemnity, or otherwise, shall not exceed the purchase price of the goods or services set forth herein and/or on the face of any invoice covering the transaction contemplated by this Agreement.

ACTS BEYOND REASONABLE CONTROL: MMC shall not be responsible for any delay or failure of performance under this Agreement if such delay or non-performance is caused by acts of God, floods, fires, explosions, storms, transportation difficulties, strikes, lock-outs, or other labor or industrial disturbances, wars, any law, rule, order or any action of any Court, agency or other instrument of the Federal or any State or local government, exhaustion reduction, or unavailability of product at the source of supply from which deliveries are normally made hereunder or exhaustion or unavailability or delay in delivery of any product or material necessary in the manufacture of the goods sold or services provided hereunder, regardless of whether or not such exhaustion, unavailability, or delay is beyond MMC's control, provided only that the same is not willfully done or brought about for the purpose of excusing failure or omission to perform hereunder, or any other cause or causes beyond MMC's control whether similar or dissimilar to those stated above. In the event of any contingencies or conditions referred to in this provision, MMC shall have the right to curtail or allocate its supply of goods for the sale among all of its customers in any manner for losses or damages by which Customer may incur as a result of any such failure, curtailment, or allocation by MMC. MMC shall not be required to make up any product not so delivered.

ASSIGNMENT: This Agreement shall be binding upon and shall ensure to the benefit of the parties hereunder and their respective successors and permitted assigns. This Agreement shall not be assigned by the Customer without prior written consent of MMC, which consent shall not be unreasonable withheld. This Agreement may be assigned and shall enure to the benefit of any successor or assignee of MMC without the prior written consent of Customer. This Agreement shall be binding upon and shall enure to the benefit of the parties hereunder and their respective successors and permitted assigns. This Agreement shall not be assigned by the Customer without prior written consent of MMC, which consent shall not be unreasonable withheld. This Agreement may be assigned and shall enure to the benefit of any successor or assignee of MMC without the prior written consent of Customer.

GOVERNING LAW AND JURISDICTION: This Agreement shall be deemed to have been made, governed and construed and enforced under the laws of the State of Georgia. The Customer expressly agrees that any dispute hereunder involving litigation shall be resolved in Federal or State Courts within the State of Georgia and Customer expressly waives any defense it might otherwise have to personal jurisdiction.