



2655 First St., Suite 210, Simi Valley, CA 93065
 Tel (805)522-1646 ▲ Fax (805)426-8988

APPLICATION FOR CREDIT

CUSTOMER #		EMAIL	
COMPANY NAME	PHONE	FAX	
STREET ADDRESS	CITY	STATE	ZIP
MAILING ADDRESS	CITY	STATE	ZIP
FEDERAL TAX ID#	CONTRACTOR LIC.#	DATE BUSINESS ESTABLISHED	
TYPE OF BUSINESS: <input type="checkbox"/> C-Corporation <input type="checkbox"/> S-Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Owner			
PURCHASE ARE FOR: <input type="checkbox"/> Retail <input type="checkbox"/> Resale - if resale, give resale number			

OWNERS, PARTNERS, OR OFFICERS:

NAME	TITLE
NAME	TITLE
NAME	TITLE
NAME	TITLE

TRADE REFERENCES: (Must have the fax number to process application)

NAME	PHONE	FAX
NAME	PHONE	FAX
NAME	PHONE	FAX
NAME	PHONE	FAX

***We will process your application if faxed to us,
 however we need a signed original returned to us.***

BANK REFERENCES:

NAME	FAX #	CONTACT
PHONE	ACCT #	TYPE OF ACCT
NAME	FAX #	CONTACT
PHONE	ACCT #	TYPE OF ACCT

INSURANCE AGENT:

NAME	ADDRESS
PHONE	CONTACT
Have You, Your Partner, or Officers ever filed bankruptcy <input type="checkbox"/> Yes: <input type="checkbox"/> No:	
If Yes, Who:	Under What Name:

I certify that all statements in this application are true and complete and made for the purpose of obtaining credit from RECYCLED AGGREGATE MATERIALS COMPANY INC. I authorize RECYCLED AGGREGATE MATERIALS COMPANY INC. to investigate the references herein listed, or statements and other data obtained from me pertaining to my credit and financial responsibility.

I have received a copy of The Terms and Conditions of Recycled Aggregate Materials Company Inc. and do agree to such terms and conditions.

Date _____ Company Name _____

Signed By _____ Title _____

Must be Officer, Owner, or Partner

Print Name _____

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STANDARD TERMS AND CONDITIONS

MATERIALS SOLD: Recycled Aggregate Materials Company Inc. (hereinafter "Seller") sells Crushed Miscellaneous Base and Processed Miscellaneous Base pursuant to the Green Book Standard Specifications for Public Works Construction, Section 200-2 and Class 2 Aggregate Base per CalTrans Standard Specifications Section 26-1.02A, all of which products are manufactured **only** from recycled materials.

DELIVERY: Seller makes no promises, warranty, or representation as to the total quantity of materials to be provided by Seller or as to the rate at which it will deliver materials to Buyer. All deliveries and the rate thereof are dependent upon the availability of trucking, raw material and/or material in stockpile. All quotations which include haul or delivery prices are based upon deliveries Monday through Friday during normal working hours; prices for weekend and other off-time deliveries are available upon specific request of Customer.

PAYMENT TERMS: Net 10th and all delinquent accounts will be liable for a service and finance charge of 1.5% per month (18% annual rate).

SALES TAX: All prices for seller's goods include sales tax on the material sold F.O.B. Seller's plant.

HAUL CHARGES: All quotations that include a price for hauling are subject to increase by Seller if Seller experiences any increases in the cost of hauling after the date of the quotation. All deliveries are subject to a 25-ton minimum hauling charge.

DURATION OF QUOTATION: All quotations are firm prices for 90 days after the date of the quotation; all prices are subject to revision by Seller after expiration of the 90 day period.

TESTING: Seller performs laboratory tests only of materials in stockpile which tests are available upon request. Seller warrants and represents that the tests it takes of its material in stockpile are accurate. Seller does not make any promises, warranties or representations concerning the quality or gradation of its products once they have been removed from stockpile. Seller is not responsible for any testing of any kind other than as set forth in this paragraph. Seller has made reasonable efforts to see that materials are free from extraneous substances and hazardous materials but seller cannot warrant recycled materials to be free from such substances.

TITLE: Title to and the risk of loss of goods sold by Seller to Buyer shall pass to the Buyer upon the Seller's loading of the goods into any transportation vehicle at Seller's manufacturing facility.

LIMITED REMEDIES: Seller's liability and Buyer's **exclusive remedy** against Seller arising out of or in any way related to any sales between Seller and Buyer is expressly limited, at Seller's option to: (a) replacement of non-conforming goods F.O.B. Seller's point of delivery or (b) payment to Buyer not to exceed the purchase price for the shipment or shipments which are in dispute.

WITHOUT LIMITATION ON THE FOREGOING, SELLER SHALL NOT BE OBLIGATED FOR LOST PROFITS, LIQUIDATED DAMAGES, DELAY COSTS INCLUDING BUT NOT LIMITED TO TRUCKING DELAYS OF ANY KIND, OR ANY OTHER SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES WHETHER ARISING UNDER WARRANTY, FAILURE OF ESSENTIAL PURPOSE, GUARANTEE, CONTRACT, TORT, STRICT LIABILITY, VIOLATION OF LAW, OR OTHERWISE.

INDEMNITY: Buyer shall indemnify and defend Seller from any claim, lawsuit, or demand by any third persons and pay all amounts due, including attorney fees and costs incurred by Recycled Aggregate Materials Company Inc., for which Seller is deemed liable, or to which Seller might become liable, which results from or is anyway related to the sale, resale, transfer, use, misuse or disposal of goods sold by Seller to Buyer.

ATTORNEYS FEES/ARBITRATION: If a dispute arises out of or relates to a sales transaction between Seller and Buyer, the prevailing party shall be entitled to recover its actual attorney's fees and costs including the payment of expert witness, arbitrator's fees, and administrative fees in relation thereto, whether or not the dispute ever proceeds to litigation or judgment. Buyer also agrees to pay all actual attorney's fees and costs, including the payment of expert witnesses, in any proceeding brought by Seller to enforce any mechanic's lien, stop notice or bond rights arising from the sale of materials to Buyer.

Dated _____

Customer _____

Signed By _____

Title _____

Print Name _____



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PERSONAL GUARANTEE

In return for the extension of credit the undersigned hereby jointly as severally personally guarantees to pay and be responsible for payment of all amounts due Recycled Aggregate Materials Company Inc. by applicant, including collection charges and/or actual attorney's fees. This shall be an open and continuing guarantee, notwithstanding any changes, removals, extensions or the like, granted by Recycled Aggregate Materials Company Inc.

The undersigned hereby waives notice of default of non-payment. Seller shall be entitled to look to the undersigned for full payment without prior demand, notice or seeking recourse against any other party.

Print Full Name

Signature

Home Address

Email Address

Home Telephone

Date



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AUTHORIZATION TO RELEASE BANK INFORMATION

DATE			
BANK NAME		CONTACT	
PHONE #		FAX #	
ADDRESS	CITY	STATE	ZIP

IN ORDER TO ESTABLISH A LINE OF CREDIT WITH RECYCLED AGGREGATE MATERIALS INC, WE ARE AUTHORIZING YOU TO RELEASE OUR BANKING HISTORY. OUR CHECKING ACCOUNT NUMBER IS : _____

THANK YOU FOR YOUR PROMPT REPLY TO THIS REQUEST.

NAME/TITLE			
PHONE #		FAX #	
COMPANY NAME			
ADDRESS	CITY	STATE	ZIP

AUTHORIZED SIGNATURE

PRINT NAME