



APPLICATION FOR CREDIT

I. INDIVIDUAL

Name: _____ Soc. Sec. _____
 Address _____ Phone _____
Street City State Zip Code
 Employer _____ Phone _____
 Birth Date _____ Age _____
 Spouse _____ Soc. Sec. _____
 Employer _____ Phone _____

II. PARTNERSHIP (List General Partners)

NAME	SOC. SEC.	ADDRESS STREET	CITY	STATE	ZIP CODE	PHONE

Partnership Name: _____

III. CORPORATIONS

Name _____
 Address _____ Phone _____
STREET CITY STATE ZIP CODE
 State of Incorporation _____ Corporation Tax ID # _____
 Officers of Corporation (Officers must be listed)

NAME	SOC. SEC.	ADDRESS	CITY	STATE	ZIP CODE	POSITION

IV. LIST FOUR CREDIT REFERENCES
 (Acceptable only if phone # and fax # provided)

NAME	ADDRESS	PHONE	FAX

V. ELECTRONIC INVOICING INFORMATION

CONTACT _____ EMAIL _____ PHONE _____

Applicant hereby applies to Chandler Concrete Co., Inc., Chandler Concrete/Piedmont, Inc. and/or Chandler Concrete of Virginia, Inc. ("Chandler") to sell concrete and/or other materials and services to the Applicant on credit under the TERMS AND CONDITIONS SET FORTH BELOW AND PAGE 2 OF THIS APPLICATION. The terms of this Agreement supersede the terms and conditions of any contract and/or purchase order between Chandler and Applicant, unless specifically and explicitly provided in writing that a subsequent document supersedes the Agreement.

The individual signing on behalf of the Applicant represents and warrants that the information provided on the application is true, correct and complete in every aspect.

Applicant agrees (1) to pay the purchase price for materials and services purchased from Chandler within thirty (30) days after the material and/or goods are delivered or provided by Chandler; (2) to pay FINANCE CHARGES at the rate of 18% in North Carolina and 24% in Virginia per annum on any portion of the purchase price from the 31st day after the date of delivery until the day on which the purchase price is paid; (3) to pay a processing fee of Twenty Five Dollars (\$25.00) for each check of Applicant which is not paid and returned to Chandler because of insufficient funds; and (4) to pay all costs and expenses, including reasonable attorneys' fees, incurred by Chandler in attempting to collect any unpaid portion of the purchase price for goods and services purchased by Applicant from Chandler.

Type of Account: Residential () Commercial () Highway/Bridge () Utility ()

(Print or type name of Corporate/Partnership/LLC Applicant)

By: _____ (SEAL)
 Signature of Authorized Officer/Agent & Title Signature of Individual Applicant

 Witness Signature of Individual Applicant (SEAL)

For Internal Use Only:
 Application Approved By: _____ Date: _____ Credit Limit: _____

GENERAL TERMS AND CONDITIONS OF SALE

Applicant agrees that it is buying the concrete and/or other materials described on the front side of this Quotation/Purchase Order ("Purchase Order") from Chandler Concrete Co., Inc. and/or Chandler Concrete/Piedmont, Inc. ("Chandler"), upon the terms and conditions set forth below, which shall take precedence over any conflicting terms and conditions that may have been previously communicated to Chandler, unless Chandler has agreed to such conflicting terms and conditions in a writing signed by an authorized Chandler employee which is attached to the Purchase Order.

DELIVERIES

Applicant will give Chandler reasonable advance notice of requested delivery of materials, including quantities and schedule. Chandler will endeavor to comply with such schedule to the extent possible given Chandler's available capacity, other commitments, and any additional factors that may affect Chandler's performance. Chandler will not be liable for any damages, costs, or expenses arising out of or related to Chandler's failure to comply with Purchaser's schedule.

The minimum delivery of ready mixed concrete is one (1) cubic yard. Concrete dispatched to comply with the Purchase Order cannot for any reason be returned for credit.

Materials shall be delivered only during normal business hours of 7:30 a.m. to 5:00 p.m., Monday through Friday, holidays excepted, unless the Purchaser and Chandler has reached agreement on an additional charge, separately itemized on the Purchase Order, for delivery outside of normal business hours.

Pricing of materials is based upon delivery at the jobsite boundary with a public street unless an alternative location is otherwise stated on the Purchase Order. Should Purchaser require Chandler to deliver to an alternative location served by a suitable private street or roadway, such requirement shall include, without more, Purchaser's agreement: (a) to assume responsibility for any damage to persons or property which occurs in connection with such delivery, including, without limitation, damages to the property of Purchaser, Chandler or third parties; (2) to indemnify Chandler for, and to hold it harmless from, all losses, claims, damages or liabilities arising out of or related to the delivery of the materials to such alternative location; and (3) to reimburse Chandler for all costs and expenses, including reasonable attorneys' fees, incurred by Chandler as a result of delivery to the designated alternative location. The indemnity rights created by this provision will not extend to damages caused solely by Chandler's negligence.

Applicant shall provide facilities and conditions at the delivery location that will enable each Chandler truck to be unloaded within a period of time after arrival equal to ten (10) minutes for each cubic yard of concrete delivered. Applicant agrees to pay Chandler's current customary demurrage charge for each additional minute beyond such 10-minute limit that each truck is required to remain at the delivery location. Such current customary charge shall be provided to Purchaser upon request.

Chandler shall not be responsible for any failure or delay in performance caused by events or circumstances beyond its reasonable control.

PRICE AND TERMS OF PAYMENT

Applicant shall pay Chandler for the material provided according to the prices set forth on the Purchase Order. Quantities for the purpose of pricing ready mixed concrete will be determined by the wet volume of the concrete at the time of discharge from the delivery truck.

Payment of the purchase price shall be due and payable thirty (30) days after delivery of the materials covered by the Purchase Order. Purchaser agrees to pay Chandler a finance charge at the annual rate of 18% in North Carolina and 24 % in Virginia on any unpaid portion of the purchase price from the due date until paid, unless such rate is in violation of applicable law, in which case Purchaser agrees to pay the highest rate permitted by applicable law. Purchaser also agrees to pay all expenses Chandler may incur to secure payment after the due date, including, but not limited to, reasonable attorney's fees, expert witness fees, and court costs.

Chandler may cancel its performance of any future obligations due Purchaser under the Purchase Order without incurring any liability to Purchaser in the event that Purchaser should fail to make a payment when due. In addition, Chandler may suspend performance of its obligations under the Purchase Order in the event that it should become concerned about Purchaser's willingness and/or capacity to pay and Purchaser within two (2) days of a written inquiry thereafter fails to provide written confirmation of a commitment to make timely payment and providing sufficient documentation of the capacity to make timely payment.

WARRANTIES AND CLAIMS

Where Chandler is providing ready mixed concrete pursuant to the Purchase Order, Chandler agrees to provide such concrete with the water and mix characteristics which prior third-party testing has determined should provide the strength requested by the Purchaser if properly handled, placed, and cured under suitable environmental conditions and in accordance with applicable ACI, ASTM, and sound construction practice. Chandler will not be responsible for loss of strength or adverse effects on the concrete resulting from the addition of water and/or other materials to the concrete upon delivery to the construction site, or improper handling, placement, and/or curing. In addition, Chandler's warranty shall be rendered void and unenforceable should Purchaser fail to arrange proper third-party testing of the supplied concrete in accordance with applicable ACI and ASTM standards.

Where Chandler is providing materials other than ready mixed concrete pursuant to this Purchase Order, Chandler agrees to provide such materials free from any defects in workmanship and materials. The foregoing warranty constitutes Chandler's sole express warranty for the supply of materials other than ready mixed concrete.

In the event that any supplied ready mixed concrete or other materials fail to meet the applicable warranty stated in Paragraphs 11 or 12, Chandler, upon proper notice will, at its sole election, either (a) provide replacement concrete or materials that so complies with the warranty in question at no additional expense to Purchaser; or (b) return to Purchaser the purchase price for such concrete or materials.

CHANDLER EXPRESSLY EXCLUDES ANY EXPRESS WARRANTY OTHER THAN AS STATED IN PARAGRAPHS 10 AND 11 ABOVE, AND FURTHER EXPRESSLY EXCLUDES ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO: (a) THE IMPLIED WARRANTY OF MERCHANTABILITY, AND (b) THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

Applicant agrees that Chandler will provided a discounted price for the materials purchased in consideration of the Applicant's agreement: (a) to waive all claims for consequential or incidental damages caused in whole or part by the materials supplied; (b) to limit any right to recover direct or compensatory damages to no more than the price charged by the Chandler for the materials in question; and (c) to waive all claims against Chandler to the extent covered by any available insurance.

Applicant agrees to indemnify Chandler for any loss, liability, cost, or expense, including reasonable attorneys' fees, incurred by Chandler arising out of or related to: (a) the addition of water and/or materials to the concrete upon delivery; or (b) the concrete's improper handling, placement, and/or testing inconsistent with applicable ACI and ASTM standards and good construction practice.

Applicant shall provide Chandler written notice by mail and facsimile of any claim for breach of contract and/or warranty within the earlier of: (a) two (2) days from when any defect in the materials supplied first became manifest; and (b) the last day before any applicable statute of limitations would run on the claim. Failure to give such written notice shall constitute a waiver of the claim. Upon receipt of such written notice, Chandler shall be afforded reasonable opportunity to perform an investigation of the alleged defect before any destruction of or change to the supplied materials occurs.

Applicant has read and understands the foregoing. Purchaser's purchase of materials and/or services from Chandler after the date on which a copy of this document is made available to Purchaser shall constitute Purchaser's agreement that each purchase of goods and/or services from Chandler shall be upon and subject to terms and conditions set forth herein except to the extent otherwise agreed to in a writing signed by both Purchaser and Chandler. No purchase order or other document which contains provisions which are contrary to or which purport to modify any of the terms and conditions contained shall be effective unless signed by both Chandler and Purchaser. No writing shall supersede these writings unless explicitly and specifically agreed to by Chandler.

