



CONCRETE TIE INDUSTRIES, INC.

130 Oris Street, P.O. Box 5406, Compton, CA 90224
Phone (310) 886-1008 FAX (310) 886-1016

APPLICATION FOR CREDIT AND AGREEMENT AS TO CREDIT TERMS

Date _____

Company: _____

Mailing Address: _____

Street Address: _____

City: _____ State _____ Zip + 4 _____

Phone: _____ FAX _____

Type of Business: Individual Partnership Corporation

Federal Tax I.D. # _____ How Long in Business Under This Name _____

Contractor's License #: _____ Monthly Statement Required? Yes _____ No _____

E-mail Address _____ Website Address _____

Accounts Payable Contact _____ Phone _____

Fax _____

REFERENCES

Company	Address	Phone
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____

Bank: _____ Branch: _____

Bank Phone: _____ Account # _____

FOR OFFICE USE ONLY

Credit Approved: _____ Yes _____ No _____ Authorized by: _____

Date: _____ Account #: _____

Branch: Compton Ventura San Leandro West Sacramento Fresno

Terms and Conditions

Concrete Tie Industries, Inc. and all of its subsidiaries shall hereafter be referred to as "Concrete Tie" and the applicant shall be referred to as "Customer".

Credit will be extended by Concrete Tie to Customer based on the information provided in this application, and Concrete Tie is authorized to check applicant's credit background. Customer agrees to pay any and all charges, fees and costs which Customer or any authorized person incurs, on the Customer's account. Unless Customer notifies Concrete Tie in writing within five (5) days of any unauthorized use of Customer's credit or within 72 hours of receipt of any unauthorized invoice or statement reflecting said invoice, which ever is earlier, otherwise, Customer agrees that any other person, who incurs charges on Customer's account, is authorized to do so.

Customer agrees that any financial documents provided Concrete Tie are true and correct, and will provide Concrete Tie such documents, from time to time upon request. Customer represents to Concrete Tie that it is solvent as of the date of this agreement. Concrete Tie has the right to file a Preliminary Notice, and/or Mechanics Lien against any site to which materials have been supplied and remain unpaid. Nothing contained herein shall be construed as a Waiver by Concrete Tie of any lien or bond rights, or any other rights which it may now have, or hereafter acquire, by law.

Concrete Tie will mail to Customer at the address set forth on the first page of this application, a statement of account each month if requested, which will show Customer's account activities, delinquency charges and new balance. Customer agrees to notify Concrete Tie, in writing of any error in the statement within ten (10) days after the date of that statement. If not so noticed, the statement shall be conclusively deemed to be correct, and accepted as rendered. Concrete Tie's terms are Net 30 (that is 30 days from the invoice date). All sums owing Concrete Tie by Customer shall be paid in accordance with the terms and conditions. Whether or not expressed in said quotation or invoice, all sums past due (31 or more days) shall incur an interest charge at the rate of one and a half percent (1.5%) per month or an annual percentage of eighteen percent (18%).

In the event of legal action arising out of this agreement, the prevailing party shall be entitled to its reasonable attorney's fees and costs. Customer agrees to pay Concrete Tie a \$30.00 Service Charge on each dishonored check returned to Concrete Tie plus the amount of the dishonored check. Customer agrees that Concrete Tie's main business location is in Compton, California and that the exclusive jurisdiction and venue for any legal action shall be in the county of Los Angeles, California.

In case of rental and leased items, Customer shall carry insurance to the full insurable value of the rented/leased items against loss by fire, theft and other insurable hazards, for the benefit of Concrete Tie, its successors and assigns. Regarding rented, leased or purchased items, Customer shall pay all damages for all damage to property growing out of any act or deed, or any omission to act, of the Customer or any subcontractor or any servant, agent or employee of the Customer and to indemnify, save and keep Concrete Tie harmless against all liabilities, judgments, costs, damages and expenses, including attorney's fees which may in anywise come against Concrete Tie for or on account of injury received or death sustained, or delay caused by any person or persons and for all damage to property by any act or deed, or any omission to act of the Customer or any subcontractor, or any servant, agent, or employee of the Customer in performance of work with the items rented/leased or any items, or in which such items are used, except where such liability results from the gross negligence of Concrete Tie or its servants, agents, or employees, or from the faulty design and/or manufacture of items manufactured by Concrete Tie.

Notice of Claims - Immediately upon receipt of goods, Customer shall inspect the same. Any claim for shortage must be made within five (5) days after Customer's receipt. All other claims, including claims for alleged defective goods, must be made within fifteen (15) days after Customer learns of the facts upon which such claim is based, but in no event later than thirty (30) days after Customer's receipt of goods. All claims not made in writing and received by Concrete Tie within the time period specified above shall be deemed waived. With respect to any defects incapable of discovery until in use, all claims for any damages or losses as a result of such defects shall be deemed waived unless made in writing and received by Concrete Tie within one (1) year after Customer's receipt of goods or within fifteen (15) days after Customer Learns of the alleged defect giving rise to the claim, whichever shall first occur, and after the expiration of either of said periods, Customer expressly assumes all liability for all such damages or losses, irrespective any use which shall have taken place or whether the alleged defect shall have occurred or been discovered prior to expiration of such periods.

Disclaimer of warranty - Concrete Tie warrants that all items sold or rented will be free from defects in material and workmanship at the time of delivery, and in the case of custom designed formwork will possess the characteristics contained in the approved design drawings. Any claim under this warranty must be made within a reasonable time after delivery. Upon satisfactory demonstration of the merits of the claim, Concrete Tie will, within a reasonable time, make any necessary repairs or corrections, or at the sole option of Concrete Tie, replace defective items free of charge. Charges for correcting defects will not be allowed, nor can items returned

for credit be accepted, unless Concrete Tie is notified in writing and the return or correction is authorized in writing. This warranty will not apply to any items which have been subjected to misuses, neglect or accident. Concrete Tie shall in no way be liable for indirect, consequential, special or resultant damages, including, without limitation, personal injuries, loss or damages to any property of any kind, or any caused directly or indirectly by, or arising in connection with the rental, purchase, installation or use of the items, shall be for the repair or replacement of defective items as provided, CONCRETE TIE MAKES NO GUARANTEE OR WARRANTY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF FITNESS OR MECHANABILITY, WITH RESPECT TO THE ITEMS RENTED, LEASED OR SOLD HEREUNDER.

Returns – Merchandise cannot be returned without authorization. Transportation charges must be prepaid on all returned goods. Credit will be based on our count and inspection and will be subject to a 25% restocking charge.

Rental Transactions – On rental transaction (Small Rental, Steel Shoring, Aluminum Shoring, Steel Ply, AlisPly, Any Sub Rental or Any Rental), the standard rental terms provided and agreed to herein shall be incorporated into every rental agreement between Concrete Tie and the Customer. If the parties enter into a separate written rental agreements, the rental terms herein agreed to will be incorporated into any future rental agreement, unless otherwise specifically agreed to in writing.

RENTAL AGREEMENT TERMS AND CONDITIONS

The customer acknowledges that it has special skill and knowledge in the selection and use of the equipment and material to be purchased or rented from Concrete Tie and expressly disclaims any reliance upon any statements or representations made or to be made by Concrete Tie regarding the sale, rental or repair of any material or equipment. Customer also waives any liability upon Concrete Tie for any direct, special or consequential damages that customer may suffer. In the event of damage to any equipment the customer rents from Concrete Tie, the customer shall be responsible to pay for the repair and replacement of said property or parts to said property at the regular shop rates and parts charges of Concrete Tie. In the event any rental equipment is damaged beyond repair, stolen, lost or not returned to Concrete Tie, the customer shall be responsible for the retail market value of the property.

Concrete Tie's obligations hereunder shall be suspended by any occurrence beyond Concrete Tie's control to the extent that it limits or prevents Concrete Tie's performance hereunder. All delivery dates are approximate, and Concrete Tie shall not be responsible for any damages of any kind resulting from any delay.

Title to the rented/leased items is, and at all times remains in Concrete Tie (and in the case of sub-rented items, the right to repossess the items for the owner). In the case of rented/leased items, Customer agrees to permit Concrete Tie or its agents, during reasonable hours, to enter the premises of Customer for the purposes of inspecting the rented/leased items, and further to inspect the rented/leased items being used at a construction site Customer agrees that rented/leased items will not be moved or transferred from one construction jobsite to another nor shall any other person or entity be permitted to use the rented/leased items for any purpose, without prior written consent for Concrete Tie.

In case of default of any installment of rent or payment of the purchase price when due, or upon the breach of any other condition of this or any other agreement between Concrete Tie and Customer, or if Concrete Tie shall deem the items in jeopardy, the full amount of the rent or purchase price unpaid shall become due and payable forthwith at the election of Concrete Tie and Concrete Tie may, at its option without notice or demand and without legal process, take possession of such items wherever they may be located whereupon all rights of Customer in such items shall terminate absolutely, but Customer shall not be released from its obligations under its agreements with Concrete Tie until the full amount of the rent or purchase price unpaid, together with all the obligations to pay Concrete Tie money have been paid in full.

In the event that Customer wishes to cancel any Rental contract or agreement prior to the use of the equipment, Concrete Tie reserves the right to recover any and all costs (handling charge, delivery charge and lost rental during such period) incurred by Concrete Tie prior to cancellation of contract or agreement.

Material rented to customer will not be sub-rented to a third party under any circumstances.

For purposes of any rental or lease, each week shall have 7 days and each month 30 days, except for the following products: Steel-ply, Alispaly and all material Sub Rented by Concrete Tie shall be rented as a 28 day month cycle, and all rental pro-rations shall be made on this basis. Customer shall have the right to return rented or leased items at anytime, it being strictly understood and agreed that there shall be a minimum rental period of one month and all rental charges shall be prorated after the expiration of the minimum rental period. Absent any agreement to pricing, customer agrees to pay Concrete Tie's regular list price. Rental on all items commences immediately upon delivery. The Customer agrees to pay in addition to the rental charge and/or purchase price listed on the reverse side hereof, all transportation charges from the shipping point to destination and in the case

of rented items, the return thereof, it being agreed that all transactions are F.O.B. shipping point. Transportation charges will be billed at the applicable tariff classification rate lawfully on file with the Interstate Commerce Commission and/or governing bodies, at the time of shipment. All carriers shall be agents of the Customer and all arrangements for the return of rented/leased items are the responsibility of the Customer. In the event there is an agreement for Concrete Tie to provide cartage for a fee it is agreed that the items shall go off rental the earlier of either the actual return date or within 7 days from the time the customer makes a request for pickup and all items are properly packaged for loading on Concrete Tie trucks and the customer timely provides the equipment and manpower to load Concrete Tie's trucks.

Customer is advised to schedule pick up of items seven days in advance to avoid rental charges for items awaiting pick up.

Customer is advised that customer may at any time use alternative transportation to return items to Concrete Tie to expedite the return date.

Return - Customer shall provide Concrete Tie with a list of materials being returned. In the event of a discrepancy between the customer's count and Concrete Tie's count, Concrete Tie will inform customer of discrepancy. Customer has five (5) days to clarify count issue with Concrete Tie. In the event that customer fails to clarify count issue, Concrete Tie's count will supersede customer's count and will be used to calculate billing of equipment. If the customer should NOT provide Concrete Tie with a list of materials being returned, customer unconditionally and conclusively accepts Concrete Tie's counts and inspections as accurate.

Damage - Concrete Tie will hold damaged equipment for fifteen (15) days, to allow customer to inspect damaged equipment or material billed to customer. Pricing will be at Concrete Tie's current list price.

Concrete Tie shall not be responsible for delays in performance and reserves the right without penalty or obligation to suspend shipment of items in the event of strikes, labor, act of terrorism, transportation interruption, accident to plant or equipment, fire, floods, acts of God, failure or delay in customer approving design drawings or other contingencies beyond the control of Concrete Tie.

Any erection drawing furnished by Concrete Tie to Customers are provided as a service to Customer to conceptually illustrate the assembly of Concrete Tie's products only. Such drawings are not intended to be fully directive nor cover engineering details on Concrete Tie's products, or equipment or materials not furnished by Concrete Tie nor the interconnection therewith. Inasmuch as Concrete Tie does not control jobsite assembly or procedures, is the responsibility of Customer to integrate Concrete Tie drawings into composite drawings suitably complete for construction purposes consistent with safe practices and overall project objectives. In the case of custom designed framework, design drawings shall be furnished by Concrete Tie for Customers approval prior to any fabrication of custom formwork. Concrete Tie shall not be responsible in the event of any deviations, changes or alterations to the recommended assembly details described in Concrete Tie's layout drawings unless such deviations, changes or alterations are illustrated in a revised Concrete Tie drawing or are approved in writing by an authorized representative of Concrete Tie.

Customer agrees not to subject the items to abuse or misuse and to comply with and conform to all laws, ordinances, rules and regulations relating to the possession, safe and proper use and maintenance of the items, and save Concrete Tie harmless against actual or asserted violations thereof. Customer agrees to pay promptly when due all taxes and other public charges against or upon the purchase, possession, use or rental of items from Concrete Tie.

We require California Preliminary Lien Information from all contractors.

It is understood and agreed that upon receipt of materials, services or equipment rentals, payment will be made on or before 30 days of invoice date. The undersigned certifies that all credit information is correct and authorizes and directs the it's bank and business references to verify said information and give additional requested information to Concrete Tie, Industries, Inc. upon request. **The undersigned acknowledges that it has read and agrees to be bound to Concrete Tie's Terms & Condition and Concrete Tie's Rental Agreement and Terms & Conditions noted on all four (4) pages attached.**

Signature of owner or principal

Date: _____

Print name of owner or principal

Title: _____

