

Wayne County Rock, Inc.

P.O. Box 189

Waynesboro, TN 38485

(Phone) 931-722-3300

(Fax) 931-722-7968

Waynecountyrock@live.com

CREDIT APPLICATION FOR A BUSINESS ACCOUNT

BUSINESS CONTACT INFORMATION

Last:			First:			Middle:		
Company name:								
Phone:			Fax:			E-mail:		
Registered company address:								
City:				State:			ZIP Code:	
Date business commenced:						Tax I.D Number:		
Sole proprietorship:			Partnership:			Corporation:		Other:

BUSINESS AND CREDIT INFORMATION

Primary business address:								
City:				State:			ZIP Code:	
How long at current address?								
Telephone:			Fax:			E-mail:		
Bank name:								
Bank address:						Phone:		
City:				State:			ZIP Code:	
Type of account:			Account number:					
Savings								
Checking								
Other								

BUSINESS/TRADE REFERENCES

Company name:								
Address:								
City:				State:			ZIP Code:	
Phone:			Fax:			E-mail:		
Type of account:								
Company name:								
Address:								
City:				State:			ZIP Code:	
Phone:			Fax:			E-mail:		
Type of account:								
Company name:								
Address:								
City:				State:			ZIP Code:	
Phone:			Fax:			E-mail:		
Type of account:								

AGREEMENT

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WAYNE COUNTY ROCK, INC.

Commercial Credit Application and Agreement - Terms and Conditions

This Commercial Credit Application and Agreement, including all the Information contained herein is a request for one or more extensions of business to defer payment for purchase of rock or related materials by Applicant from Wayne County Rock, Inc. By submitting this application to Wayne County Rock, Inc., Applicant hereby agrees that this Commercial Credit Application and Agreement will apply to all sales to Applicant. Wayne County Rock, Inc., may act as collection agent, and shall have the ability to enforce the term and conditions thereon.

Applicant hereby agrees to payment terms of payment is due on the 15th day of the month following the month in which invoicing occurred. Applicant agrees to pay Wayne County Rock, Inc. a monthly finance charge on any unpaid balances, pursuant to the term set forth below. A charge of 1.5% (18% per annum per annum), will accrue on a daily basis from the date of invoice and will continue to accrue on a daily basis on any unpaid balance, both before and after judgment, until the date the balance is paid in full, or at the maximum amount permitted by state law in which the sale occurred, whichever is less. Wayne County Rock, Inc., will determine and impose the monthly finance charge by applying a daily periodic rate of .049315% to the daily unpaid principle on each invoice, beginning from the invoice date, for the number of days that balance remains unpaid. However, the assessment of a finance charge on invoices paid in full by the payment due date will be waived. Prompt pay discounts offered on the purchase of rock, will be shown on the customer invoice, and may be earned on invoices paid in full by the prompt pay due date shown on each invoice and will apply only if all previous balances are paid in full. Terms of each individual sale are set forth on each invoice and Applicant hereby agrees to the terms on each invoice. Applicant agrees that each individual sale shall be subject to this Commercial credit Application and Agreement, the terms and conditions set forth in Wayne County Rock, Inc., quotation, including the general terms and conditions which form a part thereof, and if applicable, any terms and conditions relating to the delivery or shipment of construction materials by truck, barge, vessel, rail or other means which are provided by Wayne County Rock, Inc., to Applicant regardless if applicant presents alternate terms and conditions. Wayne County Rock, Inc., terms shall always govern and take precedent. Until Applicant has made a settlement with Wayne County Rock, Inc., of the full amount due to Wayne County Rock, Inc., with respect to any materials supplied by Wayne County Rock, Inc., for which Applicant received payment from a third party, Applicant shall segregate the proceeds for those materials and hold the same in trust for Wayne County Rock, Inc. Wayne County Rock, Inc., shall have an equitable lien on funds paid to applicant until payment is made by Wayne County Rock, Inc.

Applicant authorizes and consents to Wayne County Rock, Inc., obtaining any and all credit reports and information it deems necessary from any and all sources. Applicant further authorizes Wayne County Rock, Inc., to reinvestigate Applicant's credit from time to time as Wayne County Rock, Inc., deems necessary its sole and absolute discretion. Wayne County Rock, Inc., reserves the right to limit or terminate any extension of credit to Applicant in Wayne County Rock, Inc.'s sole and absolute discretion. Applicant authorizes Wayne County Rock, Inc., to act as a credit reference for Applicant by responding to inquires from other creditors, trade associations or potential creditors of Applicant regarding transactions or experiences with Applicant.

Each of the undersigned does hereby certify that he/she is authorized to sign this Commercial Credit Application and Agreement on behalf of Applicant; that the information contained herein is true, accurate, and complete in all respects; and that all purchases made by Applicant will be made in the ordinary course of business of Applicant for business purposes and that no credit is sought or will be obtained for the personal, family or household purposes of any individual. Applicant will advise Wayne County Rock, Inc., in writing, at the address reference on its invoices, of any changes which occur in respect to any of the information included in this Application, or any other information which could reasonably affect applicant's ability to pay, and until such time, Wayne County Rock, Inc., may continue to rely on this information. Applicant agrees to provide Wayne County Rock, Inc., with a current financial statement, including Balance Sheets and Statement of Profit or Loss, within a reasonable time after Wayne County Rock, Inc., requests same. Any actual or anticipated change in Applicant's legal status, or form of business organization must be communicated to Wayne County Rock immediately in writing, transmitted by certified mail; provided however, no such change shall be effective between the parties without Wayne County Rock, Inc.'s explicit written acceptance thereof, which may be withheld in Wayne County Rock, Inc.'s sole and absolute discretion.

Applicant agrees to be liable for and immediately pay to Wayne County Rock, Inc., any and all court costs, reasonable attorney's fees, recording fees, lien costs, cost for title reports and all other costs, expenses or changes incurred by Wayne County Rock, Inc., in enforcing the terms of this Commercial credit Application and Agreement, or collecting or attempting to collect money from applicant, or enforcing or defending or prosecuting any claim against bonding companies, or disbursing officers, or guarantors, or claims based on mechanic's liens, stop notices, or payment bonds, up to the maximum amount allowable under state law should all or any part of this account be place for collection.

Applicant agrees that any claims concerning quality control, or compliance with product specification, shall be waived unless written notice of such claim shall be delivered to Wayne County Rock, Inc., by certified mail at the address found on its invoice, within thirty (30) days of receipt of such products by Applicant.

Wayne County Rock, Inc., warrants for a period of one (1) year from date of delivery only that the material sold hereunder substantially complies with Wayne County Rock, Inc.'s specifications for said material or the specifications set forth in Wayne County Rock, Inc.'s quotation. WAYNE COUNTY ROCK, INC., HEREBY EXCLUDES ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PURPOSE, AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, OF THE MATERIAL SOLD HEREUNDER OTHER THAN THE EXPRESS WARRANTY STATED ABOVE. In addition, except to the extent otherwise set forth in the specifications described above, Wayne County Rock, Inc., makes no warranty whatsoever with respect to specific gravity, absorption, whether the material is innocuous, non-deleterious, or non-reactive, or whether the material is in conformance with any plans, other specifications, regulations, ordinances, statutes, or other standards applicable to customer's job or to said material as used by customer. WAYNE COUNTY ROCK, INC., SHALL IN NO EVENT BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGE CAUSE BY NON-COMPLIANCE OF THE MATERIAL WITH WAYNE COUNTY ROCK, INC.'S SPECIFICATIONS, OR ANY DEFECTS IN THE MATERIAL SOLD HEREUNDER.

Seller shall have the right of change, modify or amend any of the terms of this Agreement (including adding new terms) upon written notice to such change, modification, amendment or addition to Customer. The effective date of the change, modification amendment or addition, shall be as stated n the written notice. Customer's consent to any such change, modification, amendment or addition shall not be required, but Customer shall be deemed to have consented thereto upon the placing of orders with Seller following receipt of such notice.

All disputes regarding finance charges shall be governed by Alabama law, in the event material sold is imported into the U.S., the laws in the destination states will prevail. In all other matters, this Commercial credit Application and Agreement shall be governed by the laws of the state from which the material was shipped. If any provision hereof is held invalid, illegal or unenforceable, then no other provision shall be effected or impaired thereby. Applicant agrees that any and all claims arising out of or relating to any sale or extension of credit by Wayne County Rock, Inc., including, but not limited to, any action by Wayne County Rock, Inc., to collect on account, may be filed in Federal or State Court where the shipments originated, and Applicant specifically consents to the exercise of non-exclusive personal jurisdiction over Applicant by a Federal or State Court where the shipments originated, and to extraterritorial service of process, if necessary. Applicant waives the right of jury trial in the event Wayne County Rock, Inc., is required to institute suit for collection of any sums due hereunder. The transmission of a signed copy of this Commercial Credit Application and Agreement via facsimile or e-mail shall have the same force and effect as an original and shall be binding on the applicant and any Guarantor to the same extent as a document with the original signatures.

Print name of person	Authorized Signature	Title signing

PERSONAL GUARANTY OF BUSINESS CREDIT

In consideration of, and as Inducement to the periodic extensions of credit by Wayne County Rock, Inc., to the Applicant named on the above Commercial Credit Application and Agreement, or its successors, assigns, nominees, or agents, (known collectively as the "Applicant"), the undersigned, hereafter, "Guarantor", hereby personally guarantees, jointly and severally, the performance by Applicant of all of Applicant's duties and obligations as set forth in this Commercial Credit Application and Agreement including, but not limited to the payment when due of all indebtedness now due or which may become due under the Applicant's Commercial Credit Application and Agreement. To the maximum amount allowed by state law, this Personal Guaranty is unlimited in amount and shall apply to all balances arising from sales to the applicant under the above Commercial Credit Application and Agreement. The undersigned waive(s) all notices with respect to this Personal Guaranty and waives acceptance of this Personal Guaranty by Wayne County Rock, Inc., and any and all rights or reimbursement, subrogation or Indemnification from Applicant arising from or related to this Personal Guaranty, performance of any obligations hereunder, or payments made to Wayne County Rock, Inc., pursuant to the Personal Guaranty the undersigned agree that Wayne County Rock, Inc., shall not be required to seek legal or other means to attempt to collect sums owed by Applicant before looking to undersigned for payment. This Personal Guaranty is a continuing Personal Guaranty applying to a11 sales made to Applicant, and shall remain in full force and effect until cancelled in writing by notice to Wayne County Rock, Inc., sent by hand delivery, by overnight\ courier, or by U.S. certified mail, postage pre-paid, return receipt requested, to Wayne County Rock's address aa stated in the Commercial Credit Application and Agreement, such notice not to become effective until the 10th day following receipt thereof by Wayne County Rock, Inc., and then shall be effective only as to the purchases made after such effective date. This Guaranty shall not be revoked by the death of the guarantor. This Guaranty shall remain in full force and effect with respect to all materials supplied by Wayne County Rock, Inc., under the Applicant's account, regardless of any Change in the Applicant's legal structure, or the existence of entities or Individuals legally distinct from Applicant benefiting from the services or materials supplied. The undersigned, jointly and severally agree to pay all expenses and cost incurred by Wayne County Rock, Inc., to enforce the terms of this Guaranty and Commercial Credit Application and Agreement including attorney's fees and litigation coats. It is understood that there is no limit to the liability of the undersigned under this agreement.

The undersigned voluntarily and irrevocably waive trial by jury with respect to any action or claim brought in connection with this Guaranty.

The laws governing the state from which the material was shipped from shall be used and applied in determining the validity of this agreement as well as rights and duties of those hereunder. The transmission of a signed copy of the document via facsimile or E-mail shall have the same force and effect as an original and shall be binding on the applicant and any Guarantor to the same extent as a document with an Original signature.

	By: _____	
Printed Name of Guarantor	Written Signature	Date
Printed Name of Witness	Written Signature	Date
	By: _____	
Printed Name of Guarantor	Written Signature	Date
Printed Name of Witness	Written Signature	Date

PERMISSION TO OBTAIN CONSUMER CREDIT REPORT

The undersigned hereby consent(s) to Wayne County Rock, Inc., using a consumer, credit report on the undersigned in order to further evaluate the credit worthiness of the undersigned, as principal(s) and/or guarantor(s) in connection with the extension of business credit as contemplated by the credit application(s). The undersigned authorizes Wayne County Rock, Inc., to utilize a consumer credit report on the undersigned from time to time in connection with the extension of or continuation of the business credit represented by the credit applications(s).

Signature: _____ Date: _____ S/S# _____

Signature: _____ Date: _____ S/S# _____