



AGGREGATE INDUSTRIES - NCR

2815 Dodd Road, Suite 101

Eagan, MN 55121

Tel (651) 686-2312 - Fax (651) 683-8108

www.aggregatemn.com

Thank you for your interest in obtaining credit from Aggregate Industries, Inc. We value our customers and look forward to servicing your needs. We are proud of our reputation for excellent customer service and quality products that you can depend on.

In order to process your application in a timely manner please review the following checklist before returning your application for approval. If **any** of these items are incomplete we will return the application to you before we can continue processing. Please return this sheet with your completed application to tom.erickson@aggregate-us.com or per the above address/fax.

- Complete applicant/company information including physical address (not just PO Box)
- Owners/partners information including social security numbers
- Bank reference(s)

- At least 3 trade references
- Signature(s) acknowledging credit terms
- Signature(s) consenting to credit check

- Signature(s) of personal guarantor

In order to best serve your needs and establish accurate credit limits please give a brief description of your anticipated purchases:

Location where you will be purchasing:	
Monthly volume expected:	
Type of material purchasing:	<input type="checkbox"/> Aggregate <input type="checkbox"/> Ready Mix
Type of work you/your company will be doing:	

Thank you,

Aggregate Industries Credit Department

Trade Name	
Address City/ST/ZIP	
Tel/Cell/Fax	Email

BILLING NAME AND ADDRESS (if different from above):

Name	
Address City/ST/ZIP	
Date Established (How long in business):	Present location since:

TRADE STYLE:

<input type="checkbox"/> Corp	Date Incorp:	State:
<input type="checkbox"/> Partnership	<input type="checkbox"/> Sole Prop	<input type="checkbox"/> Other
		Cont Lic #:

OWNERS, PARTNERS AND/OR CORPORATE OFFICERS NAMES, ADDRESSES, TITLES AND SSN.

Name	Address City/ST/ZIP
Title/Position	
Cell	Tel
Any ownership with other firms?	If yes, title:
Employment history last 10 years.	

Name	Address City/ST/ZIP
Title/Position	Cell/Tel
Any ownership with other firms?	If yes, title:
Employment history last 10 years.	

NAME(S) OF MANAGER(S) OR OTHERS AUTHORIZED TO MAKE PURCHASES (If other than owners or officers):

1.
2.

A/P BILLING CONTACT (name, tel, email): _____

**** PLEASE MAKE SURE TO PROVIDE ST3'S BEFORE STARTING A TAX EXEMPT PROJECT TO ENSURE ACCURATE BILLING ****

BANK REFERENCE:

Name	Tel		
Address City/ST/ZIP			
<input type="checkbox"/> Checking	<input type="checkbox"/> Savings	<input type="checkbox"/> Loan	<input type="checkbox"/> LOC- \$ _____

NATURE OF YOUR BUSINESS (check all that apply):

- | | | |
|--|--|---|
| <input type="checkbox"/> General Contractors | <input type="checkbox"/> Concrete Contractor | <input type="checkbox"/> Residential Contractor |
| <input type="checkbox"/> Builder | <input type="checkbox"/> Commercial Contractor | <input type="checkbox"/> Developer |
| <input type="checkbox"/> Other | | |

TRADE REFERENCES (construction industry, e.g., concrete suppliers):

Name	Address – City/State/ZIP	Telephone #
1.		
2.		
3.		
4.		

1. **ACCEPTANCE.** These Standard Terms and Conditions ("Terms") govern all sales of products and materials (the "Products") by Aggregate Industries Management, Inc. ("AI"), Lafarge North America, Inc. ("LNA") or any member, subsidiary or affiliate of AI or LNA ("Seller") to Buyer regardless of whether Buyer purchases the Products through the medium of written purchase orders or electronic orders via EDI (collectively, "Purchase Orders"). Upon receipt by Buyer of an express acceptance by Seller or upon commencement of performance by Seller, these Terms, the Purchase Order, as modified by Seller's acceptance or order acknowledgment, become a binding contract between Buyer and Seller on the terms reflected in those documents (the "Sales Agreement"). Notwithstanding the foregoing, Seller's acceptance of any order is subject to Buyer's assent to these Terms. Buyer's assent to these Terms shall be presumed from Buyer's receipt of Seller's Terms or from Buyer's acceptance of all or any part of the Products ordered; no addition or modification of these Terms shall be binding upon Seller unless agreed to by Seller in writing. If a Purchase Order or other correspondence or documentation contains terms or conditions contrary to the terms and conditions contained herein, Seller's acceptance of any order shall not (i) be construed as assent to such contrary or additional terms and conditions or (ii) constitute a waiver by Seller of any of the terms and conditions contained in these Terms. Any additional, inconsistent or different "Conditions of Purchase" or the like of Buyer contained in Buyer's purchase order or other document submitted to Seller at any time, whether before or after the date hereof, are hereby expressly rejected by Seller.
2. **PRICE.** The price of the Products, as set forth in the Purchase Order, does not include sales, use, excise or any other taxes or assessments levied by any federal, state, municipal or other governmental authority, unless Seller expressly agrees otherwise. In case of dispute between verbal or faxed quotations and a written quotation provided by Seller to Buyer (a "Written Quotation"), the Written Quotation shall be the controlling document. If during the performance of this contract, the price of materials increases, through no fault of Seller, the price of Products, under this Sales Agreement shall be equitably adjusted by an amount reasonably necessary to cover any such price increases. Such price increases shall be documented through quotes, invoices, or receipts.
3. **PAYMENT.** Payments must be made to Seller in U.S. dollars within (30) days of Buyer's receipt of the Products or invoice, whichever is sooner. Payments not received when due will bear interest at the lower of 18% per annum or the maximum rate allowed by applicable law. Seller reserves the right to limit or cancel the credit of Buyer, and Seller may require or demand payment or adequate assurances of performance from Buyer prior to taking any preparatory steps for performing the Sales Agreement or beginning the manufacture of the Products. Notwithstanding the foregoing payment terms, in the event of a conflict or discrepancy between the payment terms set forth on the face of a Written Quotation and the terms set forth herein, the payment terms included on such Written Quotation shall control and govern.
4. **SPECIFICATIONS.** Seller shall manufacture the Products in substantial conformity with the drawings, data, instructions, samples and specifications, if any, that are provided by Buyer in a timely fashion and reflected by Seller in a Written Quotation. All product and product-related specifications are subject to applicable freight classification, Seller's customary manufacturing processes and industry courses of dealing and usages of trade.
5. **SHIPMENT.** Unless otherwise specified by Seller, all prices are FOB Seller's manufacturing facility. Buyer must pay all transportation costs of the Products. Seller may make partial shipments at Seller's sole discretion. Seller must endeavor to meet the shipping date specified by Buyer. If Seller is unable to meet such date, Buyer has no claim for damages resulting from any delay in delivery.
6. **TITLE AND RISK OF LOSS.** Title to the Products passes to Buyer when Seller has received full and indefeasible payment for such Products. Seller is not responsible for damage or loss in transit. All risk of loss to the Products passes to Buyer as the Products are loaded onto the carrier. Buyer must obtain adequate insurance to cover the Products from the time risk of loss has passed from Seller.
7. **LIMITED WARRANTY.** Seller warrants that the Products will meet the specifications. **THE FOREGOING NOTWITHSTANDING, SELLER IS NOT LIABLE FOR NORMAL MANUFACTURING DEFECTS OR FOR CUSTOMARY VARIATIONS FROM QUANTITIES OR SPECIFICATIONS. UNLESS EXPRESSLY STATED IN THE SALES AGREEMENT, SELLER DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND (WHETHER ARISING BY IMPLICATION OR BY OPERATION OF LAW) WITH RESPECT TO THE PRODUCTS, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OR REPRESENTATIONS AS TO MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR ANY OTHER MATTER. THIS SECTION SURVIVES THE TERMINATION OR CANCELLATION OF THE SALES AGREEMENT.**
8. **CONDITIONS OF APPLICABILITY OR WARRANTY.** Seller's warranty of any Product is of no effect if (i) the Product is not stored or handled appropriately, (ii) the defect of the Product resulted from damages occurring after delivery of the Product, (iii) the defect of the Product has not been reported to Seller within thirty (30) days after delivery, or (iv) the defect should have been discovered by Buyer in Buyer's inspection and it is not reported to Seller within ten (10) days after the Product's arrival at the destination.
9. **DEFECTIVE PRODUCTS.** If a Product does not conform to the limited warranty in Section 7 and the warranty is not excluded by Section 8, then Buyer must promptly notify Seller. Upon receipt of a claims report, Seller must either ask Buyer for a sample of the defective Product or schedule an inspection of the defective Product. If Seller determines that the Product does not comply with the warranty provided in Section 7, then Seller must repair or replace the defective Product at no cost to Buyer. Except as provided in this Section 9, SUCH REPAIR OR REPLACEMENT IS THE ONLY REMEDY OF BUYER FOR ANY BREACH OF THE LIMITED WARRANTY PROVIDED BY SELLER IN SECTION 7.
10. **RETURNS.** No Products may be returned to Seller without providing prompt written notice of that intent and obtaining Seller's prior written consent. Returned Products must be securely packed by Buyer to reach Seller without damage. Buyer is responsible for the costs of returning the Products without being damaged.
11. **LIABILITY LIMITATION. IN NO EVENT IS SELLER RESPONSIBLE TO BUYER FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, ALL DIRECT AND INDIRECT LOST PROFITS, REGARDLESS OF WHETHER THOSE DAMAGES WERE FORESEEABLE.** Except as expressly set forth herein, nothing herein or in any quotation shall (i) create any right, cause of action or claim of, for, or on behalf of the Buyer, its, heirs, successors, or assigns, or any third party under any theory, whether in contract, tort, negligence, strict liability or otherwise, other than the rights expressly set forth and created herein; (ii) create, modify or extend any express or implied warranties, or any limitations of those warranties; (iii) give the Buyer any rights to claim any direct or indirect damages of any nature, including but not limited to any incidental or consequential damages that may arise out of the use of any of the goods described herein or in such quotation or any parts thereof, or any Product replacement provided by Seller. As part of the consideration for the Product, Buyer agrees not to sue Seller in respect of these Terms or any quotation related to the Products described herein or therein (unless Seller has breached one of the duties expressly created hereunder), and Buyer further agrees to indemnify Seller from any and all claims, costs, fees and expenses, including reasonable attorneys' fees, that may be incurred or spent incident to any such claim by any party (unless Seller has breached one of the duties expressly created hereunder, and then limited only to that claim alone).

12. **TERMINATION.** In the event of a breach by Buyer, Seller may terminate the Sales Agreement upon giving ten days' written notice of termination. If the Sales Agreement is terminated by Seller because of Buyer's breach, Seller is entitled to reasonable reimbursement from Buyer for any labor, material or other expenses incurred in connection with the Sales Agreement, plus a reasonable amount for overhead.
13. **EXCUSABLE DELAYS.** Seller is not liable or responsible for delay or failure to perform any of Seller's obligations under the Sales Agreement occasioned by (i) any cause beyond its reasonable control, including, but not limited to, a labor dispute, industry disturbance, fires, unusually severe weather conditions, earthquakes, floods, declared or undeclared war, epidemics, computer malfunctions, civil unrest, riots, lack of supplies, delay in transportation, governmental, regulatory or legal action, act of God, or (ii) by acts or omissions of Buyer, including, but not limited to, Buyer's failure to promptly comply with the terms of payment under the Sales Agreement ("Excusable Delays"). The date of delivery shall be extended for a period equal to the time lost by reason of any of the Excusable Delays.
14. **INDEMNIFICATION.** To the maximum extent allowed by law, Buyer shall defend and indemnify Seller and its employees and agents against all sums, costs, liabilities, losses, obligations, suits, actions, damages, penalties, fines, interest and other expenses (including investigation expenses and attorneys' fees) that Seller may incur or be obligated to pay as a result of (i) Buyer's negligence or Buyer's use, ownership, maintenance, transfer, transportation or disposal of the Products; (ii) any infringement or alleged infringement of the industrial and intellectual property rights of others arising from Buyer's plans, specifications (including Buyer's trademarks and brand names) or production of the Products ordered by Buyer; (iii) Buyer's violation or alleged violation of any federal, state, county or local laws or regulation, including without limitation, the laws and regulations governing product safety, labeling, packaging and labor practices; or (iv) Buyer's breach of the Sales Agreement.
15. **ENTIRE AGREEMENT.** The Sales Agreement comprises the complete and final agreement between Seller and Buyer and supersedes all prior negotiations, proposals, representations, commitments, understandings or agreements between Seller and Buyer, either written or oral, on its subject. No other agreement, quotation or acknowledgment in any way purporting to modify any of the terms of the Sales Agreement is binding upon Seller unless made in writing and signed by Seller's authorized agent. The Sales Agreement may not be altered or modified except by written agreement of Seller and Buyer. Any other representations or statements (whether oral or written) made by any person, including employees or other agents of Seller, that are inconsistent with the Sales Agreement must be disregarded by Buyer, do not constitute warranties and are not binding upon Seller. If any model or sample was shown to Buyer, such model or sample was used merely to illustrate the general type and quality of goods and not to represent that the Products would necessarily conform to the model or sample.
16. **SUCCESSORS AND ASSIGNS.** The Sales Agreement binds and inures to the benefit of Buyer and Seller and their respective successors and permitted assigns. Buyer may not assign any interest in, nor delegate any obligation under the Sales Agreement, without Seller's prior written consent.
17. **GOVERNING LAW.** The validity, construction and performance of the Sales Agreement is governed by, and must be construed in accordance with, the law of the state of the transaction's point of sale (the "Governing State"), without regard to such state's conflicts of law provisions.
18. **DISPUTE RESOLUTION.** Any dispute in connection with the Sales Agreement must be resolved through binding arbitration in the Governing State, pursuant to the commercial arbitration rules of the American Arbitration Association. The results of any arbitration will be final and non-appealable. The foregoing notwithstanding, Seller reserves the right to invoke the jurisdiction of any competent court to remedy or prevent violation of any provision of the Sales Agreement.
19. **JURISDICTION AND VENUE.** Buyer irrevocably submits and agrees to the jurisdiction of the state and federal courts of the Governing State. Any action, suit or proceeding related to, or in connection with, the Sales Agreement and, to the extent permitted by applicable law, Buyer waives and agrees not to assert as a defense in any such action, suit or proceeding any claim (i) that Buyer is not personally subject to the jurisdiction of the state and federal courts in the Governing State; (ii) that the venue of the action, suit or proceeding is improper; (iii) that the action, suit or proceeding is brought in an inconvenient forum; or (iv) that the subject matter of the Sales Agreement may not be enforced in or by the state or federal courts of the Governing State. Without prejudice to any other mode of service, Buyer consents to service of process relating to any such proceedings by personal or prepaid mailing (air mail if international) in registered or certified form a copy of the process to the Buyer at the address set forth in Section 22.
20. **WAIVER.** The waiver by Seller of any breach by Buyer of any provision of the Sales Agreement may not be construed to be either a waiver of the provision itself as to subsequent application or any other provision of the Sales Agreement.
21. **SEVERABILITY.** If any provision of the Sales Agreement is held by a court of competent jurisdiction to be contrary to law or public policy, the remaining provisions of the Sales Agreement remain in full force and effect.
22. **NOTICES.** No notice or other communication under the Sales Agreement is sufficient to affect any rights, remedies or obligations of either party unless the notice or communication is in writing and (as elected by the party giving the notice) is (i) personally delivered, (ii) transmitted by facsimile (with a receipt acknowledgment), (iii) transmitted by electronic computer mail, (iv) transmitted by a recognized courier service, or (v) mailed (air mail if international) in registered or certified form, to the party to which notice or communication is being given at the following address: (a) if to Seller, at its address designated on the face of the Written Quotation; ATTN: SALES DEPARTMENT and (b) if to Buyer, at its address designated on the face of the Written Quotation. Notices or communications shall be deemed to have been duly given (i) on the date of receipt if delivered personally, (ii) on the date of transmission if delivered by facsimile, (iii) on the date of transmission if transmitted by electronic computer mail, (iv) one day after pickup by courier if delivered by courier or (v) five days after mailing if delivered by the postal service. Either party may change its address by providing notice to the other party.
23. **CONSTRUCTION.** The headings of the Sections in these Terms are provided for convenience only and may not be considered in the interpretation of the Sales Agreement. The parties agree that the provisions of the Sales Agreement may not be construed in favor of or against either party by reason of the extent to which a party or its professional advisors participated in the preparation of the Sales Agreement.
24. **SURVIVAL.** The terms of the Sales Agreement that by their nature are reasonably intended by the parties to survive the Sales Agreement's expiration or earlier termination, including, but not limited to, Sections 7, 8, 9, 10, 11, 14, 17, and 18 and this Section 24, shall survive the expiration or termination of the Sales Agreement.

SIGNATURE REQUIRED ON FOLLOWING PAGE

Signature Date	Signature Date
Title	Title

The undersigned who is a principal and/or sole proprietor of _____, in recognition that my credit history may be a factor in the evaluation of the credit history and application for credit of the company identified here, hereby consents and authorizes you to verify information on me, including requesting and obtaining periodically my consumer credit report from credit reporting agencies or others who supply information on credit history, as deemed necessary in the ongoing credit evaluation process affecting me and my company identified hereinabove. If I ask whether or not a personal credit report was requested, you will tell me; if you receive a personal credit report you will give me the name and address of the agency that furnished it when requested.

It will be in AGGREGATE INDUSTRIES' (or its affiliates) sole discretion whether to extend credit to me/us after review of this application and any credit reports.

Signature Date	Signature Date
Title	Title

PERSONAL GUARANTY

To: AGGREGATE INDUSTRIES

In consideration of your having extended credit on account, and in order to induce you to extend future credit on account to said customer, the undersigned hereby personally guarantees the prompt payment when due of any and all indebtedness now existing or hereafter incurred of said customer to AGGREGATE INDUSTRIES without limit, and further agrees that this is an absolute, unconditional and continuing guaranty of payment of the debts, liabilities, and obligations of said customer guaranteed hereby, and this Guaranty shall continue in full force and effect unless written notice of revocation is received by AGGREGATE INDUSTRIES by registered mail. Such notice of revocation shall be ineffective as to any then existing indebtedness of customer to AGGREGATE INDUSTRIES, or its subsidiaries, or as to any transaction or commitment previously undertaken by AGGREGATE INDUSTRIES, or its subsidiaries, in reliance upon this Guaranty. The undersigned hereby further individually guarantees payment of all accrued interest, and reasonable attorneys' fees, collection costs, and expenses incurred by AGGREGATE INDUSTRIES, or its subsidiaries, in the enforcement of this Guaranty and securing payment of the underlying obligations owed by customer.

Guarantor's liability under this Guaranty shall not be affected by any sales, extensions, renewals, compromises, settlements, releases, or other transactions involving the referenced customer or its indebtedness, or any collateral securing indebtedness, and the undersigned agrees that AGGREGATE INDUSTRIES, or its subsidiaries, need not resort for payment of the indebtedness to the customer or any other person or collateral, before enforcing its rights under this Guaranty.

This Guaranty shall not be abrogated by any change in the form or status of the customer, whether caused by death, by the admission of any new owners, officers, shareholders or directors, or their withdrawal or by any change in the business of customer from any cause.

This Guaranty shall be binding upon each person signing this Guaranty, regardless of any failure of other persons to sign this Guaranty, and shall be binding upon the heirs and legal representatives, successors and assigns of such undersigned person. This Guaranty is governed by the laws of the State of Minnesota. The undersigned guarantor consents to jurisdiction and venue of the District Court of Dakota County, State of Minnesota with respect to any suit initiated by Aggregate Industries to enforce this Guaranty Agreement and/or to recover unpaid balances due under said Guaranty Agreement. If signed by more than one, it shall jointly and severally bind each person signing.

The undersigned guarantor(s) in recognition that my credit history may be a continuing, necessary factor in the evaluation of this ongoing personal guaranty, hereby consents to and authorizes AGGREGATE INDUSTRIES to periodically obtain my consumer credit report from credit reporting agencies or others who supply information on credit history, as deemed necessary in the ongoing credit evaluation process of the affect and duration of this personal guaranty. If I ask whether or not a personal credit report was requested, you will tell me; if you receive a personal credit report you will give me the name and address of the agency that furnished it when requested.

<i>Sign as an individual, not as an officer of a corporation.</i>	<i>Sign as an individual, not as an officer of a corporation.</i>
Signature Date	Signature Date
SSN	SSN
Home City/ST/ZIP	Home City/ST/ZIP
Tel/Cell	Tel/Cell