

**APPLICATION FOR CREDIT
TO DARNALL CONCRETE PRODUCTS**

Return Fax Number: 309-452-5044

Today's Date _____

Firm Name _____ Address _____

City _____ State _____ Zip _____ Exempt # _____ Number of Years in Business _____

Phone (_____) _____ Fax # (_____) _____ Cell # (_____) _____

Business Organization: Corporation Partnership Individual Tax Exempt # (if applicable) _____

Nature or Type of Business _____

PRINCIPALS/OFFICERS

Name _____ Title _____ Home Address _____

Name _____ Title _____ Home Address _____

Name _____ Title _____ Home Address _____

BANKING INFORMATION

Bank Name _____ City _____ Account # _____

Bank Officer _____ Fax (_____) _____

BUSINESS REFERENCES

Name _____ City _____ Fax (_____) _____

Name _____ City _____ Fax (_____) _____

Name _____ City _____ Fax (_____) _____

The extension of credit is subject to the discretion of the credit department. All accounts 60 days past due will be placed on a C.O.D. basis.

I authorize the above named bank and businesses to provide information to Darnall Concrete regarding my account.

I accept and agree to the terms and credit policy on the reverse side of this application. All information given herein is for the extension of commercial credit and is true to the best of my knowledge.

Authorized Signature (Corporately & Individually)

Title

Date

APPLICATION WILL NOT BE PROCESSED WITHOUT ABOVE SIGNATURE AND ALL FAX NUMBERS

TERMS AND CONDITIONS - DARNALL CONCRETE PRODUCTS COMPANY

1. Payment. Buyer shall pay all amounts payable to Darnall concrete Products Co. ("Seller") by the fifteenth day of the month following the date of delivery. If payment is not received by Seller within fifteen days of its due date, Buyer is subject to a minimum service charge of the greater of \$2.00 per month or 2% per month on the account past due.
2. Delivery. The delivery date and time is only approximate. Seller shall not be liable to Buyer for any damages, loss or expense for any delay in delivery for any reason.
3. Shipment. All shipments will be made F.O.B. Buyer's designated place of delivery. Product will be unloaded and placed at such designated place in accordance with Buyer's directions ("drop-off instructions"). All risk of loss for the products shall pass to the Buyer when the products are delivered to the Buyer's designated place of delivery.
4. Indemnity. Buyer shall indemnify and hold Seller, and its officers, directors, employees and agents harmless against any and all losses, claims, damages, judgments, liabilities, costs and expenses (including attorneys' fees and expenses) arising out of, or in any way related to, the use of Seller's products by Buyer and/or any third party, and/or Buyer's drop-off instructions.
5. Specifications. Seller shall produce the products manufactured by Seller in accordance with relevant ASTM standards unless other specifications are specifically agreed to in writing by Buyer and Seller ("Specifications").
6. Warranty. Seller warrants that, at the time of delivery, the products manufactured by Seller and delivered to Buyer shall conform to the Specifications. Buyer must notify Seller in writing within five (5) days after the date of delivery that it claims that any product manufactured by Seller and delivered to Buyer is nonconforming to the Specifications. Seller shall determine if such nonconformity exists. If Seller determines that such nonconformity exists, the sole and exclusive remedy of Buyer shall be the replacement of nonconforming products. Replacement consists of the delivery of products only (and does not include reinstallation of products). Seller shall pass through to Buyer, to the extent possible, manufacturer warranties with regard to any products not manufactured by Seller. Seller makes no representations or warranties regarding products not manufactured by Seller.
7. Limitation of Remedies and Damages. **The warranty set forth in Section 6 above is in lieu of any and all other express and/or implied warranties. All other warranties, both express and/or implied, including but not limited to implied warranties of performance, merchantability or fitness for a particular purpose, are expressly disclaimed and denied. Except for the remedy set forth in Section 6 above, Seller shall not be liable to Buyer or any third party under this contract, or for anything in any manner relating to or arising out of the subject matter of this contract, for any loss of business or profits or for any general, direct, indirect, special, consequential, exemplary, punitive, incidental or other damages, loss or expense, even if Seller has been advised of the possibility of such damage, loss or expense. Seller is not responsible for any consequences of the use or application of the products by the Buyer.**
8. General Provisions. This contract supersedes any prior or contemporaneous contract arrangements (both oral and written) between the parties and represents the complete agreement of the parties with respect to the subject matter hereof. Seller provides no advice to Buyer and makes no representations or warranties that the products will be suitable for a particular purpose or use, all such representations and warranties being hereby disclaimed. This contract shall be construed, enforced and governed in all respects in accordance with the laws of the State of Illinois. Buyer agrees to pay all expenses incurred by Seller in enforcing its payment and other rights against Buyer hereunder, including attorney fees and expenses.

WARNING: Dry sawing or grinding of concrete masonry products may result in the release of dust particles (respirable crystalline quartz) which might cause eye or nose irritation if proper protective equipment is not in place. Minimum respiratory and eye protection is required when engaging in such activities as specified in the Material Safety Data Sheet (MSDS) for concrete masonry products, Section VIII, Control Measures, a copy of which will be made available to you if you so request. Failure to use the appropriate respiratory protection when exposed to airborne respirable crystalline quartz for periods of time may cause various injuries, including lung injuries known as silicosis. Evidence is available which suggests that respirable crystalline quartz may cause a carcinogenic threat to humans. By setting forth the foregoing warnings, Seller does not undertake any responsibility and/or duty with respect to protection of workers from personal injury or illness.

PRODUCT RETURN POLICY

1. Returns of special order products will not be credited.
2. All returns picked up on job site will be subject to a pick-up charge.
3. All returns are subject to a 15% restocking charge.
4. Loose products, not in original package or strapping, will receive no credit.
5. All special order products will be billed whether or not they are delivered.