



Era Crete Concrete Solutions, LLC • 28240 Hardy Toll Rd, Ste 215, Spring, TX 77373 • 713-485-9103 • collections@eracrete.com

Section A — Personal Account Information (*Required for non-business accounts)

Form fields for personal information: *First Name, Middle, *Last Name, *Date of Birth (MM/DD/YYYY), *Home Address, *City, *State, *ZIP, Home Phone, Cell Phone, Email, Social Security #, Driver's License #, D.L. State Issued, Credit Limit Requested (\$)

Bankruptcy Disclosure: Have you ever declared bankruptcy, been involved in an involuntary bankruptcy, a receivership, or assignment for the benefit of creditors? [] YES [] NO (If YES, attach explanation.)

Section B — Business Account Information (*Required for businesses & organizations)

Form fields for business information: *Legal Business Name, DBA / Trade Name(s), *Physical Address, *City, *State, *ZIP, *Billing Address, Business Phone, Fax, Years in Business, Date Business Started (MM/DD/YYYY), Business Type: [] Sole Prop [] Partnership [] LLC [] LLP [] Corporation [] Other, *Federal Taxpayer ID #, W-9 Required? [] Yes [] No, Estimated Monthly Purchase Volume (\$)

Members / Officers of Record (List All)

Table with 6 columns: Name / Title, Residence Address, City, State, ZIP, % Ownership

Bankruptcy Disclosure: Has the Applicant ever declared bankruptcy, been involved in an involuntary bankruptcy, a receivership, or assignment for the benefit of creditors? [] YES [] NO (If YES, attach explanation.)

Form fields for business contact and tax info: *Accounts Payable Contact, AP Phone, AP Email (for invoices/statements), Credit Limit Requested (\$), Sales Tax Status: [] Taxable [] Resale Cert Attached, Anticipated First Job Address

Authorized Signers on Account (may place orders / sign tickets)

Form fields for authorized signers: Name / Title / Phone & Email (1), Name / Title / Phone & Email (2), Name / Title / Phone & Email (3)

Section C — Bank & Trade References (*Required for all accounts)

Bank Name	Address	City	State	ZIP	Checking Account #	Banker / Phone

Trade Reference (Firm)	Address	City	State	ZIP	Phone	Email

Section D — Credit Account Terms & Conditions

The applicant understands and acknowledges that the information furnished on this application is for the purpose of obtaining personal and/or business credit information. In consideration for the extension of credit privileges to Applicant, it is hereby agreed that the following terms and conditions apply to all approved charges made to Applicant's account:

- Definitions.** "Applicant" means the business entity or individual identified above. "Era Crete" means Era Crete Concrete Solutions, LLC, its successors and assigns. "Obligations" means all amounts owed by Applicant to Era Crete, now or hereafter, including principal, finance charges, fees, taxes, costs of collection, and attorneys' fees. All amounts are stated and payable in U.S. Dollars. **Time is of the essence.**
- Credit Limit.** All accounts will have a maximum credit limit established at the time of approval and reviewed from time to time, which may not be exceeded without prior written approval of an Era Crete manager. Era Crete may, at any time and in its sole discretion, reduce, suspend, or terminate Applicant's credit without prior notice and without liability. Accounts inactive for 24 months are subject to a new credit application.
- Terms of Sale: Net 30 Days.** All amounts shall be owed, due and payable to Era Crete at the address above. **No pre-deductions, setoffs, counterclaims, back-charges, or chargebacks of any kind are permitted.** Payment is not contingent upon collection of funds by Applicant from any third party (including any owner, GC, or upstream payer). All accounts not settled within these terms are subject to a **service charge of 1.5% per month or 18% per annum** (or the maximum rate allowed by law, whichever is less). Past due accounts are subject to all costs of collection, including court costs and reasonable attorneys' fees plus an additional twenty-five percent (25%) of all amounts due as liquidated collection costs. Past due accounts may be placed on cash basis. Returned check / NSF fee: **\$35.00** minimum. Payments are applied to the oldest outstanding balance first regardless of any restrictive endorsement or notation, which Applicant waives.
- Acceptance of Materials & Claims Period.** All materials are deemed accepted when delivered. **Claims for visible defects, shortages, or wrong product must be made on the delivery ticket at time of delivery; claims for latent defects must be made in writing within seven (7) days of delivery.** Failure to timely notify constitutes irrevocable acceptance and waiver of all claims. **DISCLAIMER OF WARRANTIES.** EXCEPT AS EXPRESSLY STATED IN A WRITING SIGNED BY AN ERA CRETE OFFICER, ERA CRETE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. **LIMITATION OF LIABILITY.** Era Crete's total liability for any claim shall not exceed the purchase price of the specific load(s) of material giving rise to the claim. **Era Crete shall not be liable for any consequential, incidental, indirect, special, or punitive damages, including lost profits, delay, or jobsite cost overruns.**
- Indemnity.** Applicant shall indemnify, defend, and hold harmless Era Crete and its officers, employees, drivers, and agents from any and all claims, damages, liens, fines, and expenses (including attorneys' fees) arising out of (i) Applicant's use, placement, finishing, or curing of materials supplied; (ii) jobsite conditions, access, or directions provided by Applicant; (iii) Applicant's failure to pay subcontractors or suppliers; or (iv) Applicant's breach of this Agreement.
- Texas Lien Rights Reserved.** Era Crete expressly reserves and Applicant acknowledges Era Crete's statutory and constitutional mechanic's & materialman's lien rights under Texas Property Code Ch. 53 and Article XVI § 37 of the Texas Constitution on any project to which Era Crete supplies materials. Applicant agrees to provide, upon request and within five (5) business days, the legal description, owner, GC, and lender for each project, and to execute any documents reasonably required to perfect such liens.
- Joint Check / Job Information.** Applicant agrees to provide project name, owner, and GC information for each job and, when requested, will execute a Joint Check Agreement with the upstream payer. Applicant irrevocably authorizes any owner or GC to issue joint checks payable to Applicant and Era Crete for materials supplied.
- Taxes.** Applicant is responsible for remitting all taxes invoiced by Era Crete or providing Era Crete with an appropriate tax exemption or resale certificate. Applicant shall indemnify Era Crete for all unpaid taxes, penalties, and interest attributable to Applicant.
- Insurance.** When required by a project or by Era Crete, Applicant shall maintain commercial general liability insurance and shall furnish a Certificate of Insurance naming Era Crete as additional insured on a primary, non-contributory basis, with waiver of subrogation in favor of Era Crete.
- Changes to Account.** Applicant must notify Era Crete in writing of any change to authorized signers, ownership of 25% or more, legal name, address, or business structure within ten (10) days. Until written notice is received and acknowledged in writing by Era Crete, Applicant remains liable for all debts incurred under the prior signature list. Credit terms, policies, and fees may be changed by Era Crete upon written notice; Applicant is deemed to accept such changes unless written termination notice is delivered before the effective date.

1. **Collection Costs, Governing Law, Jurisdiction & Venue.** If third-party collection effort is required, Applicant and each Guarantor agree to pay all costs and fees of collection, including reasonable attorneys' fees and court costs. This Agreement is governed by the laws of the State of Texas without regard to conflict-of-laws principles. **Jurisdiction and venue shall exclusively be in the state or federal courts located in Harris County, Texas, and Applicant and each Guarantor irrevocably consent to personal jurisdiction therein and waive any objection to venue.**
2. **WAIVER OF JURY TRIAL.** APPLICANT, ERA CRETE, AND EACH GUARANTOR EACH IRREVOCABLY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT.
3. **Assignment.** Era Crete may freely assign, sell, pledge, or factor this Agreement, any account receivable, or any rights hereunder (including to a financing source such as a factor or lender) without notice or consent. Applicant may not assign this Agreement without Era Crete's prior written consent.
4. **Notices.** All notices to Era Crete must be in writing and delivered to the address above (Attn: Credit Department) or to collections@eracrete.com. Notices to Applicant may be delivered to any address or email Applicant has provided to Era Crete and are deemed received upon the earlier of actual receipt, three (3) days after mailing, or the next business day after email transmission.
5. **Severability.** If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect, and the invalid provision shall be modified to the minimum extent necessary to render it enforceable.
6. **No Waiver; No Oral Modification.** No failure or delay by Era Crete in enforcing any right is a waiver thereof. **This Agreement may be amended only by a writing signed by an authorized officer of Era Crete; no oral statement, course of dealing, or course of performance shall modify these terms.**
7. **Successors and Assigns.** This Agreement binds and benefits Applicant, Era Crete, each Guarantor, and their respective heirs, successors, executors, administrators, and permitted assigns.
8. **Authority; Accuracy.** Each individual signing this Agreement represents and warrants that he or she is duly authorized to bind Applicant and that all information provided is true and complete in all material respects. Material misrepresentation is grounds for immediate acceleration of all Obligations and termination of credit.
9. **Privacy of Information.** Personal information collected (including SSN, DOB, and license data) is used solely for credit underwriting, account administration, collection, and as otherwise required by law. Era Crete will safeguard such information using commercially reasonable measures.
10. **Entire Agreement; Conflicting Terms.** This Agreement constitutes the entire agreement between Applicant and Era Crete with respect to credit and supersedes all prior agreements. **Acceptance of any purchase order or delivery ticket is expressly conditioned on the terms herein; any additional or inconsistent terms in Applicant's purchase order, ticket, or other documents are objected to and shall be of no force or effect.**
11. **Business Credit Only.** Unless this section is stricken and initialed, Applicant certifies that this application pertains to the extension of credit for business purposes only and not for personal, family, or household purposes.
12. **Electronic Records & Signatures.** Applicant consents to the use of electronic records and electronic signatures pursuant to the federal E-SIGN Act (15 U.S.C. § 7001 et seq.) and the Texas Uniform Electronic Transactions Act. A scanned, faxed, or electronically transmitted copy of this Agreement is deemed an original.

Section G — Individual Personal Guaranty

NOTICE TO GUARANTOR: THIS IS A PERSONAL GUARANTY. BY SIGNING BELOW, YOU ARE PERSONALLY OBLIGATING YOUR INDIVIDUAL ASSETS (INCLUDING COMMUNITY PROPERTY UNDER TEXAS LAW) TO PAY ALL DEBTS OF THE APPLICANT TO ERA CRETE. READ CAREFULLY BEFORE SIGNING. CONSULT AN ATTORNEY IF YOU HAVE QUESTIONS.

I, (We), _____ ("Guarantors", whether one or more), for and in consideration of Era Crete Concrete Solutions, LLC ("Era Crete") extending credit to _____ ("Applicant") at our request, the receipt and sufficiency of which is hereby acknowledged, do hereby **absolutely, unconditionally, irrevocably, jointly and severally** personally guaranty the prompt payment of all liabilities and indebtedness of Applicant to Era Crete that are now, or at any time or times hereafter may become owing to Era Crete by Applicant, plus any and all interest and costs of collection, including reasonable attorneys' fees and costs of court (collectively "Obligations"), should Applicant fail to pay the same when due. It is understood that this Guaranty is a continuing guaranty of payment and not of collection. The liability of each Guarantor for payment of the Obligations continues until the Obligations are paid in full.

Guarantors hereby waive all demand and notices, including notice of intention to accelerate the maturity, notice of acceleration of maturity, notice of nonpayment, presentation for payment, protest, notice of protest, suit, and diligence. Guarantors also waive any notice or defense based on the extension of time of payment or change in the method of payment and consent to all renewals, extensions, and other adjustments in the manner of payment of the sums owed under the Obligations. Guarantors waive all requirements of law, if any, to require that any collection efforts be made or suit be brought against Applicant or any other person liable on the Obligations (including other Guarantors) before resorting to enforcement of this Guaranty.

Guarantors agree that insanity, minority, disability, bankruptcy, insolvency, death, dissolution, or termination of Applicant or of any of Guarantors now or hereafter existing or occurring (even though rendering the Obligations void or unenforceable or uncollectible against Applicant or any of Guarantors) shall in no manner impair, affect, or release the liability of each of the respective Guarantors hereunder, but each of the respective Guarantors shall remain fully liable hereunder.

Independent Obligation; Reinstatement. This Guaranty is an independent and primary obligation of each Guarantor, not merely secondary, and Era Crete may proceed directly against any Guarantor without first proceeding against Applicant, any other Guarantor, or any collateral. If any payment by Applicant is rescinded, avoided, or required to be returned (including in any bankruptcy or insolvency proceeding), the Obligations and this Guaranty shall be automatically reinstated as if such payment had not been made. **Subordination; No Subrogation Until Paid.** Any indebtedness of Applicant to a Guarantor is hereby subordinated to the Obligations, and no Guarantor shall exercise any right of subrogation, contribution, reimbursement, or indemnity against Applicant until all Obligations are paid in full. **Additional Waivers.** Each Guarantor further waives any defense based on (i) modification, renewal, or extension of the Obligations; (ii) release or substitution of any other guarantor or collateral; (iii) Era Crete's election of remedies; (iv) any anti-deficiency or one-action rule; (v) any setoff or counterclaim of Applicant; and (vi) any statute of limitations to the maximum extent permitted by law. **Survival.** This Guaranty binds each Guarantor's heirs, executors, administrators, personal representatives, and estate, and survives the death, incapacity, dissolution, or termination of any Guarantor. **Governing Law & Venue.** This Guaranty is governed by Texas law and the venue and jury-trial waiver provisions of Section D apply.

Consent to Obtain Consumer Credit Report. The undersigned personal Guarantors, recognizing that his or her individual credit history may be a necessary factor in the evaluation of Era Crete's extension of credit to Applicant, hereby consents and authorizes Era Crete to obtain a non-business consumer credit report on Guarantor in order to use such report to further evaluate the creditworthiness of Guarantor as guarantor in connection with the extension of business credit to Applicant. Guarantor as an individual hereby knowingly consents to the use of such credit report consistent with the federal Fair Credit Reporting Act (15 U.S.C. § 1681 et seq.).

ACKNOWLEDGMENT. Each Guarantor acknowledges that he or she has read and understands this Guaranty, has had the opportunity to consult with counsel of his or her choice, and is signing voluntarily.

IN WITNESS WHEREOF, Guarantors have executed this Guaranty.

Guarantor #1

Printed Name Date of Birth Social Security #

Home Address City State ZIP

Signature, Individually Date

Guarantor #2

Printed Name Date of Birth Social Security #

Home Address

City State

ZIP

Signature, Individually

Date

Spousal Acknowledgment (Texas Community Property — optional but recommended): I acknowledge my spouse's execution of the foregoing Personal Guaranty and consent to the obligations binding any community property in which I have an interest.

Spouse Signature

Printed Name

Date

Equal Credit Opportunity Notice. The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age, public-assistance income, or good-faith exercise of any right under the Consumer Credit Protection Act. The federal agency administering compliance is the Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580.

Section H — Required Attachments Checklist

- W-9 (Form W-9, IRS) — required for all applicants
- Certificate of Formation / Articles of Organization
- Certificate of Good Standing (Texas Comptroller / SOS)
- Sales Tax Resale or Exemption Certificate (if claiming exempt)
- Certificate of Insurance (COI) listing Era Crete as additional insured (if required by job)
- Voided business check (for ACH setup, optional)
- Driver's License copy of each Personal Guarantor

For Office Use Only

- Account Approved Account Not Approved Conditional — PG required

Date Decided Credit Limit Amount (\$) Assigned Account No.

Credit Manager Date Customer Notified Salesperson Assigned

Pricing Tier Sales Tax Status Statement Delivery (Email / Mail) Credit Hold Threshold (\$)

Notes