

SUPER MIX, INC.

5435 BULL VALLEY ROAD, STE 130
MCHENRY, IL 60050
815-578-9100 FAX 815-578-9845

Office Use Only
CP _____
JP _____
-

APPLICATION FOR CREDIT AND CREDIT TERMS

Name _____ Yrs Est. _____

Address _____ Town, State, & Zip _____

Phone # _____ Fax # _____ E-Mail Address _____

Owners Name/Address _____ Mobile # _____

Owners DOB ___/___/___ Driver Lic# _____ State _____

Key Business Contacts: (Foreman, Expeditor, Account Manager, etc.)

Other _____ Mobile Number _____ E-Mail _____

Other _____ Mobile Number _____ E-Mail _____

Other _____ Mobile Number _____ E-Mail _____

Corporation _____ Partnership _____ FEIN# _____ Individual _____

Taxable? ___yes ___no Exempt # _____ Resale # _____ State _____

Bank _____ **Acct#** _____ **Phone#** _____

Trade References

Name	City	Phone	Fax
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____

Ready Mix Supplier _____ **City** _____ **Phone** _____ **Fax** _____

The above listed information is being submitted for the purpose of entering into a Purchase Agreement. The undersigned certifies that he/she is authorized to sign this credit application on behalf of the applicant. The undersigned warrants that the above listed information is true and correct and Super Mix, Inc., may consider this information to be true and correct in determining whether to enter into a Purchase Agreement with applicant. Applicant understands that in the course of evaluating the initial credit application and future credit worthiness, Super Mix, Inc., may employ third parties to obtain information including, without limitation, obtaining consumer and/or business credit reports. The undersigned authorizes any person or reporting agency to compile and furnish any information to Super Mix, Inc. A facsimile copy or scanned image of this application shall be as binding as an original. The undersigned agrees to the Purchase Agreement on page 2.

Signature _____ Name (Print) _____

Title _____ Date _____

PURCHASE AGREEMENT

The Customer requests that Super Mix, Inc. (hereinafter referred to as "Super Mix"), sell, rent, and otherwise provide goods and materials on account in consideration of which the Customer and Super Mix agree as follows:

1. All purchases by Customer or its agents (either express agents or agents with apparent authority) are made in accordance with the terms and conditions of this Purchase Agreement.
2. Payment in full of the purchase price for goods and serviced from Super Mix shall be made within 30 days after the date of the invoice. Customer agrees to pay interest of 1-1/2% per month (18% p.a.) of the Customer's outstanding past due balance. In the event this interest rate violates any applicable law, then the interest is automatically reduced to the highest rate allowed by applicable law.
3. Customer agrees to maintain a suitable roadway to point of delivery and customer assumes responsibility and shall indemnify seller for truck damage and property damage between curb and point of delivery.
4. Customer acknowledges that it has special skill and knowledge in the selection and use of the material and service to be purchased from Super Mix and expressly disclaims any reliance upon any statements or representations made or to be made by Super Mix regarding the sale of any material or services. Customer acknowledges that it is their responsibility to comply with the manufacture's instructions. Customer waives any liability upon Super Mix for any direct, special, or consequential damages the Customer may suffer. In the event Customer fails to pick up any materials ordered, or wrongfully rejects any materials, Customer shall pay to Super Mix a handling and restocking charge of 25% of the order. Customer shall immediately inspect all material upon delivery to verify: (a) the quantities described in the accompanying invoice/deliver ticket and (b) that there are no visible defects in any of the material. Unless the Customer notifies Super Mix within three days of delivery by certified mail of any discrepancy or deficiency, the Customer waives any claim it may have against Super Mix for any deficiency or defect in said delivery, product, material, and any objection to the amount of the invoice.
5. If Customer fails to pay Super Mix pursuant to the terms of this Purchase Agreement and Super Mix elects to take action to collect, Customer shall pay all costs incurred by Super Mix including, but not limited to, attorney's fees, deposition and transcript fees, special process server fees, and expert witness fees. This Agreement shall be governed by Illinois law with venue proper in McHenry County. Customer waives any right to a jury trial. Customer waives its right to file a counterclaim, set-off, or claim against Super Mix in any action brought by Super Mix to enforce this Agreement.
6. AS SECURITY FOR ANY INDEBTEDNESS INCURRED OR TO BE INCURRED IN THE FUTURE BY CUSTOMER WITH SUPER MIX, CUSTOMER HEREBY ASSIGNS AND GRANTS A SECURITY INTEREST TO SUPER MIX IN THE FOLLOWING PROPERTY IT PRESENTLY OWNS AND HEREAFTER ACQUIRES: ACCOUNTS RECEIVABLE, ACCOUNTS, CONTRACT RIGHTS, EQUIPMENT, INVENTORY AND ALL PROCEEDS OF THIS COLLATERAL. CUSTOMER APPOINTS ANY AGENT OF SUPER MIX AS ITS ATTORNEY-IN-FACT TO SIGN AND FILE A UCC-1 FINANCING STATEMENT TO PERFECT THIS SECURITY INTEREST.
7. Customer authorizes any of its employees and agents to order, purchase, and pick-up materials from Super Mix which shall be governed by the terms of this Agreement. In the event Customer orders materials from Super Mix for delivery and Customer does not have a representative present at the time of delivery, Customer authorizes Super Mix to leave the material and equipment at the designated place of delivery. Upon said delivery, Customer shall be responsible for said materials and equipment.
8. If the Customer is not a corporation or limited liability company ("LLC"), or the corporation or LLC is dissolved or no longer in good standing, then the owners of the corporation or LLC shall be personally liable for any indebtedness incurred even if the corporation or LLC is later sold, unless the Customer sends written notice of said change in ownership by certified mail to Super Mix. Personal liability shall continue for the account balance incurred before said notice was received.
9. Customer shall indemnify and hold Super Mix harmless against any and all claims, liabilities, damages, and injuries of any kind and nature, and all attorney fees, costs and expenses relating to or in any way arising out of the delivery, installation, possession, use, damage, or other disposition of the material purchased from Super Mix.
10. The parties agree that this Purchase Agreement is the entire agreement and that no oral representation or agreement has been made which would modify this Agreement and that this Agreement may not be modified except by a writing signed by each of the parties. The invalidity of any portion of this Agreement or delay in enforcement shall not be construed as a waiver thereof and shall not excuse Customers from strict performance. If any term or provision of this Agreement or the application to any person or circumstance shall to any extent by held by court to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED OR SPECIFICALLY INCORPORATED BY WRITING IN THIS PURCHASE AGREEMENT MAY BE LEGALLY ENFORCED.

Personal Guaranty of Account

In consideration of Super Mix, Inc., extending credit to the corporation, limited liability company, or partnership herein making application for business credit, the undersigned, jointly and severally do hereby guaranty the full and faithful payment to Super Mix, Inc., of all sums from time to time due said company by the applicant including interest and attorney fees. The undersigned waive presentment and demand for payment, notice of non-payment, protest and notice of protest, the right to a jury trial, the ability to file a counterclaim and hereby consent to jurisdiction and venue with the McHenry County Circuit Court of Illinois.

This guaranty shall only cease if written notice of revocation, by registered mail, be acknowledged by Super Mix, Inc., and the balance appearing on their books is nil and there is no pending delivery in the process. It shall not cease should a change occur in location of either the business or the guarantor, or in the status of the Customer.

It is understood that there are no conditions or limitations to this guaranty, except those stated herein, and that after execution no alteration, change or modification hereto shall be binding or effective unless executed in writing. This guaranty is assignable in full or in part, together with any one or several or all of the indebtedness which it guarantees, and when so assigned the undersigned shall be bound as above to the transferees. Future updates to this Purchases Agreement shall not discontinue this guaranty.

Guarantor Name _____ Signature _____ Date _____

Home Address _____ City/State/Zip _____

Soc. Sec. No. _____