CREDIT APPLICATION AND AGREEMENT

Please Print

IDENTIFICATION INFORMATION

Legal Name of Business

Mailing Address

Street Address if Different

City | Postal Code

Is this Application for a:
Personal Account ❑ Partnership ❑ Sole Proprietorship ❑ Corporation ❑

Trade Name (if different from legal name. ie: operating as)

Tel Number | Mobile Number

Fax Number | Year Business Started

Nature of Business | FEIN or SS#

E-Mail Address

Please list all Principals of this Company: If you have more than three Principals, please enter information on a second page

Principals Name and Title	Home Address	Home Phone

BANKING INFORMATION

Bank

Branch

Account

Telephone Number

PLEASE LIST 4 TRADE REFERENCES

Company Name | Tel Number

Company Name | Tel Number

Company Name | Tel Number

Company Name | Tel Number

ADDITIONAL INFORMATION

Product Required

Product Safety Data Sheets (SDSs) are available on our website: WWW.COUCHAGGREGATES.COM

Do you Issue Purchase Orders? Yes ❑ No ❑

Does your Company have Bonding? Yes ❑ No ❑ → If Yes, Name of Bonding Company

Is your Company Tax Exempt? Yes ❑ No ❑ → If Yes, Please attach a copy of Tax Exemption to the Application

Amount of Credit Required: $

Plant Location | Date Required

Project Name / Location

Is Credit Required for a special project? Yes ❑ No ❑

E-INVOICE ENROLLMENT

*Email

*Note: It is the responsibility of the applicant to notify changes to all email addresses. The Applicant is responsible for all balances on the account.

A/P Contact | Tel Number | Email

For Office Use

Approved

Limit

Account #

Date

Type

Location

In consideration of open account terms with Couch Aggregates, LLC. (hereafter referred to as Creditor) the undersigned applicant agrees to all terms and conditions as set forth within these provisions. This application and information contained herein is a request for the extension of credit. The applicant authorized Creditor to obtain a written or oral credit report from any credit reporting agency. The applicant authorizes any bank or commercial business with whom the applicant has current or inactive experience to give any necessary information to Creditor which will assist Creditor in the credit investigation. The applicant further authorizes Creditor to reinvestigate the applicant's credit status from time to time as Creditor deems necessary and should Creditor upon such investigation deem it necessary to limit or terminate the credit arrangement with applicant, said applicant will be notified. Should applicant deviate from Creditor's terms of sale, Creditor reserves the right to terminate future extension of credit with applicant. By signing this application and contract, applicant acknowledges that he/she has read and understands and agrees to Creditor's Standard Terms and Conditions.

Thank You for Choosing Couch Aggregates - *Please ensure Application is dated and signed.*

Date: Signature:

Authorized Officer Signature Required: Title:

Personal Guaranty

In consideration for Couch Aggregates, LLC (the "Company") extending credit to the Customer, the Guarantor(s), jointly and severally hereby guarantee the prompt and complete payment when due of all obligations of the Customer to the Company (the "Obligations"). Therefore, each Guarantor hereby agrees to pay the Company on Demand, without offset, any sum owed to the Company by the Customer. This Guaranty shall be construed as a continuing, absolute and unconditional guaranty of payment without regard to (a) the validity or enforceability of the Credit Agreement or any other instrument or document relating to the Obligations or any collateral security therefor or guaranty or right of offset with respect thereto at any time or from time to time held by the Company, (b) any defense, set-off or counterclaim (other than a defense of payment) which may at any time be available to or be asserted by the Customer against the Company, or (c) any other circumstance whatsoever (with or without notice to or knowledge of the Customer or the Guarantors) which constitutes, or might be construed to constitute, an equitable or legal discharge of the Customer for the Obligations, or the Guarantors under this Guaranty, in bankruptcy. The Guarantors further agree to pay all expenses, including, without limitation, all reasonable fees and expenses of outside counsel which may be paid or incurred by the Company in enforcing or asserting any of its rights under this Guaranty. The Guarantor(s) waive notice of execution of this Guaranty. Guarantor(s) further agree that the Company may demand payment from any or all of the Guarantor(s), at the Company's sole discretion, and that the Company need not seek payment from the Customer, another guarantor or seek remedies against goods delivered before demanding payment from any Guarantor. Performance of the Guaranty shall be at the Company's location. Guarantor(s) grant permission to the Company to obtain personal credit information from personal references furnished and will provide the Company a current credit report from a consumer reporting agency upon request. Guarantors each hereby irrevocably agree that any legal action, suit or proceeding arising out of this Guaranty must be brought in Alabama state courts of Jefferson County or in the United States District Court for the Northern District of Alabama, and the Guarantors irrevocably accept and submit to the jurisdiction of these courts. Guarantors also waive any objections to venue. Guarantors waive their right to trial by Jury for any claims arising out of or relating to this Guaranty. This Guaranty may only be altered or revoked by written agreement of the parties, executed by the Guarantor(s) and by an authorized representative of the Company. If any term or provision of this Guaranty is held to be void or unenforceable, that term or provision will be severed from this Guaranty, the balance of the Guaranty will survive, and the balance of this Guaranty will be reasonably construed to carry out the intent of the parties as evidenced by the terms of this Guaranty. Guarantor(s) acknowledge that they are also bound by the Terms and Conditions in the Customer's Credit Application.

Signature (Guarantor 1): _____

Printed Name: _____

Date: _____

Signature (Guarantor 2, if applicable): _____

Printed Name: _____

Date: _____

Signature (Guarantor 3, if applicable): _____

Printed Name: _____

Date: _____

Terms and Conditions of Sale

These Terms and Conditions of Sale ("Terms and Conditions") apply to all sales of product and services ("Product") by Couch Aggregates, LLC, its subsidiaries, and affiliates (hereinafter "Company") to you ("Customer"). Customer hereby agrees that if accepted as a customer by Company, Customer agrees and will comply with the Terms and Conditions stated herein. Terms and Conditions are also available on our website (https://couch-aggregates.com/) and may be updated without notice at any time. Please refer to our website for the most current version of our Terms and Conditions.

1. Acceptance. Customer's acceptance of these Terms and Conditions shall be conclusively established by any of the following: (a) the Customer's execution of a Credit Application, (b) the Customer's submission of a request to purchase Product by any means ("Order"), or (c) the Customer's acceptance of delivery of Product from the Company. In the event that a Customer submits an Order to the Company but has not executed a Credit Application, the Company's acceptance of such Customer's Order is conditioned upon Customer's acceptance of these Terms and Conditions. Notwithstanding any of the foregoing, in the event that Customer's Order is deemed to be an offer, the Company's acknowledgment or performance of the Order is conditioned upon Customer's acceptance of these Terms and Conditions, and the Customer hereby acknowledges that acceptance of delivery of Product without objection to these Terms and Conditions also constitutes acceptance of these Terms and Conditions.

2. Order and Shipment. Customer will order Product by sending the Company a complete Order, in a form acceptable to the Company. The Company may reject an Order for any reason. The Company will not be bound by any terms or conditions set forth in any Order, Company hereby objects to any such terms or conditions in an Order submitted by the Customer, and Customer agrees that these Terms and Conditions shall prevail should any conflicting terms and conditions be stated in a Customer's Order. Delivery will be made in accordance with the Company's shipping policy in effect on the date of shipment. Unless otherwise agreed in writing, all shipments of Product hereunder will be FOB point of shipment. Insurance coverage, transportation costs and all other expenses applicable to shipment from the Company to Customer's identified place of delivery will be at Customer's sole expense unless otherwise agreed to in writing by the Company.

3. Price and Payment. Prices for the Product will be as set forth in the Company's then applicable price list or per agreed pricing arrangement exclusive of applicable taxes, duties, licenses, excises, tariffs, fees and shipping costs, which shall be the obligations of the Customer. Unless otherwise agreed in writing, payment is due thirty (30) days from date of the Company's invoice, except that COD accounts are due upon delivery. All prices quoted by the Company are cash prices. The Company will accept alternate forms of payment (in accordance with written instruction provided by the Company), provided that, prior to the delivery of Product, the Company and Customer agree to such alternate form of payment in writing; in such event, there will be an associated 3.5% administrative fee added to the invoice. The cash sales price for all materials and services purchased by the customer is due within 25 days after the date of the invoice and shall be paid in the currency of the United States. Customer will pay a late fee of two percent (2.0%) per month on any outstanding balance owed. To the extent a monthly interest charge of 2.0% is greater than the maximum amount allowed under applicable law, Customer shall pay the maximum amount permitted under applicable law. It is specifically understood and agreed that the title to materials listed or included on the delivery ticket and/or invoice shall remain the property of The Company until full payment of same has been received. The Company reserves the right to withhold shipment of any part of an Order or to require pre-payment of any Order in the event that the Company determines in its sole judgment that the Customer is unable to make timely payment. Customer agrees to pay all attorney's fees, all costs of court and any other expenses, incurred by the Company in the collection of payment for Product sold to the Customer.

4. Sales Tax Exemption. Customer is responsible for furnishing a valid sales tax exemption certificate, sales tax license, or direct pay permit issued by the Department of Revenue for each Order. If the Customer fails to provide such an exemption at the time of purchase, the Customer shall pay the full invoiced amount to the Company and is not entitled to a refund from the Company for any sales tax paid. If the Company is forced to reissue the Customer's bill, credit the Customer's account, and/or amend the Company's tax filing with the Department of Revenue, the Customer agrees to pay an administrative fee of 5% of the value of the Order.

5. Purchase Money Security Interest. Customer grants the Company and the Company retains a purchase money security interest in all products and services purchased by Customer under this agreement to secure payment of

amount due. In case of non-payment by Customer, the Company shall have the right to repossess and sell items purchased under this agreement in accordance with applicable laws of the State of Alabama, or other laws governing jurisdictions outside the State of Alabama. Customer agrees to cooperate with the Company to perfect the Company's security interest. Customer authorizes Company to file any such instrument, including without limitation, any UCC Financing Statements without Customer's signature or on behalf of Customer as Customer's irrevocably appointed attorney-in-fact.

6. Returns. Customer may call the Company's Customer Service Department within fifteen (15) days after delivery to provide notice of any claimed shortages or rejections. Customer must also provide written notification to the Company's Customer Service Department, within fifteen (15) days after delivery, of any claimed shortages or rejections ("Shipment Claim"). Failure to give such written notice of a Shipment Claim will be deemed an acceptance in full of any such delivery. Acceptance of and remedy for any Shipment Claim is in the Company's sole discretion. In the event that the Company does not accept a Shipment Claim, Customer agrees to pay the total invoice(s). Any return of Product is conditioned on the Company's prior written consent, and any Customer request to return Product must include the original invoice number(s) with date(s) in its Shipment Claim. Customer acknowledges and agrees that Special Order items are non-returnable. In the event Company accepts a return of any Product, Customer agrees to pay all applicable restocking, reconditioning and freight charges. For any return or Shipment Claim accepted by the Company, the Company will provide a credit on account. The Company will not provide cash refunds for accepted returns or Shipment Claims. Notwithstanding any of the foregoing, the Company may refuse to accept a return or Shipment Claim if, upon receipt of returned Product from the Customer, the Company determines that the Product has been damaged, degraded or otherwise materially altered such that resale or refund is not reasonably feasible. In such case, Customer shall pay full price for the Product within fifteen (15) days from the day the Company notifies Customer that resale or refund is not reasonably feasible.

7. Warranty. The Company makes no warranties of any kind with regard to Product purchased by the Customer, and disclaims all representations and warranties, express or implied, as to the Product, including, without limitation, any implied warranty of merchantability or fitness for a particular purpose. No one is authorized to make any warranty, create any obligation or assume any liability for or on behalf of the Company in connection with goods to be delivered hereunder. None of the foregoing is intended to affect any warranty made by the original manufacturer of the Product, provided that such warranty is specifically set forth on a separate written product warranty provided by the original manufacturer.

8. Disclaimer and limitation of liability. The Company will not, in any event, be liable for any loss of revenue, profit, use of data, interruption of business or for special, indirect, consequential, incidental, exemplary or punitive damages, however caused and regardless of the theory of liability, arising out of the use of or inability to use the product, any alleged delays in shipment or receipt of Product, or in any way connected to the sale of Product to the Customer, even if the Company has been advised of such damages. In no event will the Company be liable for any loss, damage or cost for breach of warranty. In no event will the Company's liability to Customer exceed the lesser of (1) the purchase price paid for the product that is the basis for the claim, or (2) $25,000. This disclaimer and limitation of liability provision will apply whether any claim is based upon principles of contract, warranty, negligence or other tort, breach of any statutory duty, principles of indemnity or contribution, or otherwise.

9. General. Customer hereby authorizes all banks creditors to release credit information to the Company for the purpose of obtaining credit from the Company. The authorized signer hereby certifies that the Credit Application information is truthful and accurate and agrees that the applicant if accepted as a Customer will be bound by these Terms and Conditions and states that he or she has authority to bind the applicant to these Terms and Conditions.

10. Governing Law, Venue and Jurisdiction. All disputes arising out of or relating to the sale of any Product to the Customer by the Company shall be governed by the law of the State of Alabama, without regard to conflict of laws principles. Customer and Company agree that the exclusive jurisdiction for any lawsuit arising out of or relating to the sale of any Product to the Customer by the Company shall be in Alabama state courts located in Jefferson County, Alabama, or the United States District Court for the Northern District of Alabama. Customer hereby irrevocably submits to the jurisdiction of these courts, acknowledges that they are the proper venue for any dispute, and waives any and all objections to personal jurisdiction or venue. In any such lawsuit, Customer irrevocably waives its right to a jury trial to the fullest extent permitted by law.

11. Severability and Construction. Should any term or provision of the Terms and Conditions be declared illegal,

invalid or unenforceable by any court of competent jurisdiction and if such provision cannot be modified to be enforceable, the remainder of these Terms and Conditions shall continue to have full force and effect. The language of all parts of these Terms and Conditions shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either the Company or the Customer.

12. Entire Agreement. These Terms and Conditions set forth the entire agreement between the Company and Customer and fully supersedes any and all prior and/or supplemental understandings, whether written or oral, between the Company and Customer. Customer and Company agree that these Terms and Conditions may not be altered, changed or superseded by any terms or conditions set forth in any Order submitted by the Customer. Company hereby objects to any additional or different terms set forth in any Order submitted by the Customer. Company and Customer further agree that these Terms and Conditions shall prevail should any conflicting terms and conditions be stated in any such Order. Any change or modification to these Terms and Conditions must be in writing and signed by authorized representatives of both the Company and the Customer.