



Attn: Credit Department
 P.O. Box 50685 • 431 S. Jefferson, Suite 250
 Springfield, MO 65805-0685
 (417) 831-7622
 Fax (417) 831-7236

PLEASE PRINT OR TYPE

Company Name: _____
 dba/Doing Business As: _____
 Address _____
 City _____ State _____ Zip _____
 Ph(_____) _____ Mobile (_____) _____

PRINCIPALS

Owner/Partner or President _____ Social Security # _____
 Address _____ City _____ State _____ Zip _____
 Owner/Partner or Vice-President _____ Social Security # _____
 Address _____ City _____ State _____ Zip _____
 Owner/Partner or Sec/Tres _____ Social Security # _____
 Address _____ City _____ State _____ Zip _____

OWNERSHIP STATUS

Business is a: Individual Proprietorship Partnership Corporation Limited Liability Co.
 Years in business _____ Years under current owner _____
 If proprietorship or partnership:
 Spouse name _____ Where employed _____ Phone (_____) _____
 Spouse name _____ Where employed _____ Phone (_____) _____
 Annual Sales Volume this year (est) _____ Last year (actual) _____
 Is C.O.D. acceptable until credit is established? _____ Are you a division, affiliate, or subsidiary of another company? _____
 If yes, Name _____ Address _____
 City _____ State _____ Zip _____ Phone (_____) _____

BANK EXPERIENCE

Banks (Checking Account) Business Personal **Banks (Savings Account)** Business Personal
 Name _____ Name _____
 Address _____ Address _____
 City _____ State _____ Zip _____ City _____ State _____ Zip _____
 Contact _____ Contact _____
 Acct # _____ Ph(_____) _____ Acct # _____ Ph (_____) _____

TRADE REFERENCES WHERE CREDIT IS NOW EXTENDED

Name _____ Name _____
 Address _____ Address _____
 City _____ State _____ Zip _____ City _____ State _____ Zip _____
 Contact _____ Contact _____
 Acct # _____ Ph (_____) _____ Acct # _____ Ph (_____) _____
 Name _____ Name _____
 Address _____ Address _____
 City _____ State _____ Zip _____ City _____ State _____ Zip _____
 Contact _____ Contact _____
 Acct # _____ Ph (_____) _____ Acct # _____ Ph (_____) _____

IMPORTANT: APPLICATION MUST BE COMPLETED AND SIGNED ON REVERSE

TERMS/PAYMENTS

The undersigned (the "Applicant") hereby applies for credit with Concrete Company of Springfield Inc., and/or Conco Quarries, Inc., and/or Christian County Concrete Company, Inc., and/or Concrete Company of the Ozarks, Inc., and/or Materials Management Resources – All doing business as "Conco Companies," (the "Company").

The Applicant hereby agrees and acknowledges that the following represent the TERMS AND CONDITIONS OF CREDIT for which Applicant is applying:

- The amount of credit extended, if any, is at the sole discretion of the Company.
- The credit extended by Company may be modified, withdrawn or amended by Company at any time without notice.
- All credit extended is payable by the Applicant upon billing. Cutoff date is the 25th of each month. All purchases from the 1st of the month through the 25th are due when billed and no later than the 10th of the following month. Purchases on the 26th of the month through the end of the month are considered as purchases in the next monthly accounting period.
- Applicant need not have credit approval to do business with Company and the Company accepts C.O.D. and pre-payment and Applicant's business checks with prior written approval of Company.
- Payment of invoiced amounts shall be made in full. Any partial payments will first be credited against the oldest invoice. Applicant waives any right under the Uniform Commercial Code adopted by the State of Missouri to designate in any manner where Company shall apply payments.
- No materials will be delivered if payments are not fully current.
- There will be a \$35 service charge for each dishonored check presented to the Company.
- Overdue invoices will be charged 1 1/2% per month - 18% annually (or any part thereof) interest charge (or the highest interest rate permissible under applicable law, whichever is higher). If collection efforts are necessary, Applicant agrees to pay all costs of collection including, but not limited to, investigator fees, collection agency charges, title report fees, collection costs, attorney's fees and court costs incurred.
- If an invoice or statement is disputed, the invoice must nevertheless be paid as billed, accompanied by a letter concerning the dispute. Good faith efforts will be extended by the Company to reconcile the dispute before the next monthly billing date.
- In the event applicant fails to pay according to terms, applicant agrees to pay all costs of collection, including, but not limited to, all collection agency charges, mechanic's lien filings and enforcement suit fees, title searches, attorney fees, recording fees, expert witness fees, and all other court cost expenses incurred by Company.
- Minimum order: for concrete is 4 yards, on Quarry materials is 18 tons. There will be an additional charge on all orders under these minimums.
- Time is of the essence of this agreement. All rights and remedies of the Company are cumulative and not alternative and no waiver of any default or breach of this agreement by the Applicant shall operate as a waiver of any other default of breach by the Applicant.
- It is specifically agreed that the interest and collection costs including, but not limited to, attorney's fees and other costs described above, shall be considered a part of the agreement between the Applicant and Company notwithstanding any other contract, subcontract or agreement to the contrary, this agreement being deemed to be prior, superior and paramount to all other contracts or agreements between Applicant and Company.

The Applicant fully understands and agrees to the foregoing TERMS AND CONDITIONS OF CREDIT and hereby applies for credit as herein provided. The Applicant further represents that the information set forth in this application is true and correct and acknowledges that the Company will rely on the truthfulness of the contents in granting credit.

The undersigned also agrees that the Company is hereby authorized to obtain bank reference, credit reports, and business reference information and documentation in order to verify the contents of this application and Applicant's credit standing. The undersigned hereby authorizes the above designated banks and business reference to release such information and documentation to Company.

Applicants and undersigned do hereby enter their waiver and consent to venue and jurisdiction for the enforcement of this agreement in any state or federal court in Greene County, Missouri.

Signature of Applicant _____ Signature of Co-Applicant _____
 Spouse Signature _____ Spouse Signature _____
 Spouse Social Security # _____ Spouse Social Security # _____

If the applicant for credit is a corporation or limited liability company (LLC), all persons signing on behalf of said corporation or LLC hereby acknowledge that they are signing this Application on behalf of the corporation or LLC, as the case may be, and individually, and they are hereby guaranteeing performance of payment by a corporation or LLC in order to obtain the extension of credit to said corporation or LLC. If the Applicant is an individual or partnership, Applicant represents that Applicant is signing individually and on behalf of any spouse or partner as agent of such spouse or partner and that they are thereby guaranteeing performance of payment by the individual or partnership in order to obtain the extension of credit to said individual or partnership.

Signature of Applicant _____
 (Signature of all applicants required)

NOTICE TO OWNER: FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429.RSMO. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR 'LIEN WAIVERS' FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIALS TWICE.

CONSENT OF OWNER: CONSENT IS HEREBY GIVEN FOR FILING OF MECHANIC'S LIENS BY ANY PERSON WHO SUPPLIES MATERIALS OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT ON THE PROPERTY ON WHICH IT IS LOCATED IF THEY ARE NOT PAID.

Signature of Applicant _____
 (Signature of all applicants required)