



APAC Central, Inc.  
 PO Box 9208  
 Fayetteville, AR 72703-9208  
 479.587.3300 Office  
 479.521.2826 Fax  
 Return to: Credit & Collections

**APPLICATION FOR CREDIT**

**Email:** [remit-toAR@apac.com](mailto:remit-toAR@apac.com)

*NOTE: Failure to complete application completely & legibly will cause a delay in processing. Unsigned or altered applications will not be accepted.*

**Type of Account applying for:** \_\_\_\_\_ **Business** \_\_\_\_\_ **Personal**

Name			
d/b/a			
Federal Tax ID No		DUNS No	
Physical Address			
Billing Address			
Date of Application		APAC Account Manager	

**INDIVIDUALS, OWNERS, PARTNERS, MEMBERS, OR OFFICERS:**

1	Name: _____	Title: _____
	Home Address: _____	Soc Sec No: _____
	City: _____ State: _____ Zip: _____	Personal Phone: _____
	Email: _____	No of Years assoc. w/company: _____
2	Name: _____	Title: _____
	Home Address: _____	Soc Sec No: _____
	City: _____ State: _____ Zip: _____	Personal Phone: _____
	Email: _____	No of Years assoc. w/company: _____
3	Name: _____	Title: _____
	Home Address: _____	Soc Sec No: _____
	City: _____ State: _____ Zip: _____	Personal Phone: _____
	Email: _____	No of Years assoc. w/company: _____

Corporate Parent's Name & Address	
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OMG OFFICE USE ONLY		
APPLICATION REVIEWED BY	APPLICATION ACCEPTED AND APPROVED BY	
INITIAL CREDIT LIMIT ESTABLISHED	POSITION OF APPROVER	DATE APPROVED
SUBSEQUENT ADJUSTMENTS TO CREDIT LIMIT		
NEW CREDIT LIMIT	APPROVED	DATE
NEW CREDIT LIMIT	APPROVED	DATE

<b>AP Contact:</b> _____  <b>Phone:</b> (____) ____ - _____ <b>Fax:</b> (____) ____ - _____  <b>AP Email:</b> _____  <b>Contractor's License No.:</b> _____  <b>State Sales Tax No.:</b> _____  <b>City Sales Tax No.:</b> _____ <i>Please provide copies of Sales Tax Exemption Certificates/Permits</i>  <b>Type of Business:</b> _____	<b>Purchase Order Required?</b> Y N	<b>CREDIT LIMIT REQUESTED</b>  \$
	<b>CHECK ONE:</b> <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> L. L. C. Other (explain) _____	<b>Financial Statements must accompany Credit Limit Requests greater than \$25,000</b>
	<b>Please include Copies of organizational documents</b>	<b>How long have you operated under this name?</b>

### BUSINESS REFERENCES

1	<b>Present Material or Asphalt Supplier</b>  <b>Name:</b> _____ <b>Address:</b> _____ <b>City:</b> _____ <b>State:</b> _____ <b>Zip:</b> _____	<b>Phone:</b> _____ <b>Fax:</b> _____ <b>Contact:</b> _____ <b>Acct No:</b> _____
	<b>Other Business Reference</b>  <b>Name:</b> _____ <b>Address:</b> _____ <b>City:</b> _____ <b>State:</b> _____ <b>Zip:</b> _____	<b>Phone:</b> _____ <b>Fax:</b> _____ <b>Contact:</b> _____ <b>Acct No:</b> _____
	<b>Other Business Reference</b>  <b>Name:</b> _____ <b>Address:</b> _____ <b>City:</b> _____ <b>State:</b> _____ <b>Zip:</b> _____	<b>Phone:</b> _____ <b>Fax:</b> _____ <b>Contact:</b> _____ <b>Acct No:</b> _____
	<b>Bank Reference</b>  <b>Name:</b> _____ <b>Address:</b> _____ <b>City:</b> _____ <b>State:</b> _____ <b>Zip:</b> _____	<b>Phone:</b> _____ <b>Fax:</b> _____ <b>Contact:</b> _____ <b>Acct No:</b> _____
5	<b>Bank Reference</b>  <b>Name:</b> _____ <b>Address:</b> _____ <b>City:</b> _____ <b>State:</b> _____ <b>Zip:</b> _____	<b>Phone:</b> _____ <b>Fax:</b> _____ <b>Contact:</b> _____ <b>Acct No:</b> _____

**OTHER INFORMATION**

List by address all real property owned by the entity

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

List by address and owner all real property owned by partners, members, owners or officers:

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

Have you, or any officer, ever had an account with any OMG company before? **YES NO** If so, when? \_\_\_\_\_

Under what name?

Have you, or any officer, within the past 10 years, filed personal or corporate bankruptcy? **YES NO**

If so, when? \_\_\_\_\_ Under what name? \_\_\_\_\_

Has the Applicant ever been in business under any other name? <b>YES NO</b>	How long was it an active business?
Under what name?	

**Initial Projects to be supplied on credit**

Project Name _____	Funding Source _____
Project Address _____	Bonded Job? YES NO
Owner _____	<b><i>Include copy of bond</i></b>

Project Name _____	Funding Source _____
Project Address _____	Bonded Job? YES NO
Owner _____	<b><i>Include copy of bond</i></b>

**TERMS AND CONDITIONS:**

1. **Enforceability/Authorization for Credit Review** – Applicant is submitting this application for credit from a member or members of the Oldcastle Materials Group, Inc. group of affiliated companies referred to collectively or singly hereinafter as “OMG” as appropriate to the context. The terms and conditions herein are enforceable by each of the OMG companies granting credit to Applicant pursuant to this Application For Credit. Applicant hereby authorizes OMG to obtain any and all information it deems necessary from any and all sources or references listed on this Application for Credit and from any credit bureau, creditors of Applicant, trade references, banks or other financial institutions. Applicant further authorizes each of such sources, references, credit bureaus, creditors, banks and financial institutions to supply OMG such information as OMG deems necessary to assist it in its consideration of this Application.

2. **Payment Terms** -- If this Application is accepted, Applicant agrees to pay in full the invoice price of all purchases now or hereafter made from OMG promptly when due according to the terms set forth on each invoice. If the total invoice price is not paid in full on or before the due date, Applicant agrees to pay interest on the unpaid delinquent balance. This interest will be calculated at the rate of one and one-half percent (1½%) per month (annual percentage rate 18%) or the maximum rate allowed by law, whichever is less. If Applicant should fail to fulfill any of its obligations under this

\_\_\_\_\_ **initial**

Agreement, or if OMG in good faith deems itself insecure because the prospect for payment is impaired or the prospect of performance of any provision of this Agreement is impaired, or if a default occurs for any other reason provided in this Agreement, then OMG, at its option and without notice, may declare the entire unpaid balance owed by Applicant under this Agreement to be immediately due and payable, or terminate the credit privileges of Applicant under this Agreement, or both. Applicant agrees to pay in full all costs and expenses incurred by OMG in collecting the amounts owed by Applicant under this Agreement, including any and all court costs and attorneys' fees. Payments received will be applied against open items on unpaid invoices in an order and sequence determined by OMG in its sole discretion. *Checks returned unpaid by your bank are automatically deposited a second time in an effort to clear your payments before they are returned to OMG. Returned checks regardless of the reason, are subject to a service charge in an amount not to exceed applicable law.*

3. **Venue and Applicable Law** -- Applicant acknowledges that all billings, accounts receivable, and credit functions of OMG are processed either through (i) the division or branch office from which Applicant makes purchases on credit pursuant to the credit granted hereunder; (ii) OMG, Inc. or any member of the OMG group of affiliated companies; or (iii) any other OMG related administrative entity. Therefore, in the event of litigation between Applicant and OMG, the lawsuit or action, at the sole option of OMG, shall take place in the court located within any State having proper jurisdiction, and Applicant hereby waives its right to litigate in any other court. It is also agreed that the laws of the State in which the OMG entity granting credit hereunder is located shall govern the interpretation of this Agreement.

4. **Credit Discretion** -- Notwithstanding any term or condition herein to the contrary, this agreement shall not be construed as imposing any obligation on the part of OMG to furnish credit in any amount, and OMG in its sole discretion, may terminate or limit credit privileges of Applicant without prior notice to Applicant. The exercise of this discretion shall be in addition to any other right or remedy which OMG may have pursuant to this Application for Credit, or pursuant to applicable law.

5. **Default** -- The occurrence of any of the following events shall constitute default under this Agreement: (a) Applicant fails to fulfill any obligation of this Agreement or to perform, or rectify the breach of any warranty or other undertaking by Applicant in this Agreement; (b) Applicant, or a guarantor of Applicant's indebtedness under this Agreement, dies, terminates existence, abandons its business, becomes insolvent, bankrupt, becomes subject to receivership, insolvency, or similar proceedings, or makes an assignment for the benefit of creditors; (c) Any information or other representations now or hereafter made or furnished to OMG by Applicant or at Applicant's request or instructions is, or is believed in good faith by OMG to be, inaccurate, incomplete, or false in any material respect; (d) Applicant violates or breaches any provision of this Agreement; (e) Any collateral which is security for Applicant's indebtedness under this Agreement is lost, suffers material damage or destruction, is levied upon, becomes subject to a receivership, or cannot be located within five days after OMG demands to inspect the same; (f) Any other event which causes OMG, in good faith, to deem itself insecure or to believe that the prospect of performance of any provision of this Agreement by Applicant is impaired.

6. **Problem Material** -- Applicant acknowledges that OMG accepts no responsibility for the installation or placement of any materials furnished by OMG, unless those materials are installed by OMG personnel pursuant to a written subcontract or other written agreement. Any defect in project design or installation, and any misuse or failure to properly maintain any installation of OMG's materials voids any and all warranties (express or implied) by OMG, except warranty of title. All materials furnished by OMG must be inspected by Applicant, and any claimed defect or non-conformity must be communicated to OMG in writing within five (5) days after Applicant receives the materials which is claimed to be defective.

7. **Invoices** -- All payments for materials furnished by OMG shall be made upon the basis of materials delivered (or picked up) as shown by OMG's delivery ticket(s), whether signed by Applicant or not, and by OMG's delivery records. For materials purchased, Applicant will receive invoices from OMG showing amounts delivered and payments due. Failure on the part of Applicant to dispute in writing the accuracy within 20 days after its initial receipt constitutes agreement to the correctness of the invoice and acceptance of the materials covered by the invoice. Payment to OMG shall be due pursuant to invoice terms, and is not contingent upon Applicant's receipt of payment or approval from any third party.

8. **Sales and Use Tax** -- Applicant agrees that in the event OMG is to pay sales, transaction privilege, or use taxes to the taxing authority of any State or political subdivision thereof in connection with any sale of tangible personal property or other items or materials to Applicant, Applicant will, upon demand, reimburse, indemnify and hold harmless OMG for the amount of any such tax paid, and for the amount of all costs or attorneys' fees incurred by OMG in contesting such tax.

9. **Waiver** -- OMG may, at its option, permit Applicant to remedy any default under this Agreement without waiving the default so remedied or any other subsequent or prior default by Applicant, Applicant waives notice of default of this Agreement and waives presentment, demand, protest and notice of dishonor as to any instrument.

10. **Binding Agreement** -- This Agreement shall inure to the benefit of the successors and assigns of OMG, and shall be binding upon Applicant's heirs, legatees, devisees, personal representatives, successors and assigns.

11. **Corporate Authority and Liability** -- Applicant warrants and represents that it has authority to enter into this Agreement and that any person signing this Agreement has been duly authorized to execute this Agreement for and on behalf of Applicant. Applicant acknowledges that OMG is relying upon the creditworthiness and financial ability of the owner(s) and upon the business name of Applicant; therefore, the owner(s) of Applicant shall be liable to OMG for all indebtedness of Applicant then existing and thereafter incurred.

12. **Accuracy of Information** -- Applicant certifies that any and all information now or hereafter supplied to OMG by Applicant, or at Applicant's request or instruction, is both accurate and complete, and Applicant will, upon request, establish the accuracy and completeness of any such information. Applicant shall promptly notify OMG if Applicant should change its name or begin to do business under any other name. Applicant shall promptly notify OMG if Applicant should incorporate or organize its business at any time subsequent to the date of this application.

13. **Provisions of Information** -- Applicant is required to provide OMG upon request information regarding bonding companies, general contractors, or owners for the purpose of filing preliminary notices, claims on payment bonds, or mechanics and materialmens liens.

14. **Modification of Terms** -- The terms of this Agreement may be modified or amended by OMG at any time upon thirty (30) days notice to Applicant in the invoices, or otherwise.

15. **Additional Provisions** -- (a) The rights and remedies of OMG stated in this Agreement are cumulative and are in addition to any other rights or remedies provided by law. This Agreement shall not be binding upon OMG or inure to the benefit of Applicant until written acceptance by OMG. In the event that Applicant requests the extension of credit through subcontract or other work to be furnished by OMG, any such agreement shall be in writing. In that event, that subcontract or other agreement shall be subject to the terms of this Credit Application, and in the event of conflict, the terms of this Credit Application shall govern over any inconsistent term. (b) Applicant agrees that OMG shall have the right to set off any amounts which may become payable by Applicant (or any of its affiliates if Applicant is a corporation, partnership, or limited liability company) to OMG arising, either directly or indirectly, from the granting of credit to, and the establishment of an account for, Applicant hereunder against any amounts which OMG may owe to Applicant whether arising from the credit granted hereunder or under any contract, subcontract, purchase order, or other agreement(s) between Applicant and OMG or OMG's parent and affiliate corporations. (c) The undersigned Guarantor(s) does hereby absolutely and unconditionally guarantee the prompt payment of any and all indebtedness of Applicant now existing or hereafter incurred without requiring OMG to first proceed with collection proceedings against the Applicant. (d) Applicant acknowledges and agrees that in the event OMG terminates Applicant's credit account for whatever reason, OMG shall have the right, at its option, to terminate or suspend performance of any contracts, subcontracts, purchase orders, or other agreements to which Applicant (or any of its affiliates if Applicant is a corporation or limited liability company) and OMG are parties thereto without liability therefore. (e) Applicant acknowledges and agrees that any and all funds paid to Applicant for any work or materials supplied by OMG shall be held by Applicant in trust for the payment of Applicant's indebtedness to OMG. Neither Applicant, nor any person claiming under or through Applicant, shall have any legal or equitable interest or ownership rights of any nature in funds held in trust unless and until the purpose and intent of such trust is fully discharged. The holding of funds in trust shall be for the sole benefit and protection of OMG, and no third party shall have any rights in such funds as a beneficiary or otherwise. (f) Applicant acknowledges and agrees that OMG shall have the continuing right at any time to request and receive from Applicant (i) payment assurances of Applicant's outstanding account balance; and (ii) updated financial information for the credit privileges extended hereunder.

16. **THE FEDERAL EQUAL CREDIT OPPORTUNITY ACT:** 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 (provided the applicant has the capacity to enter into a binding contract), because all or part of the applicants income derives from any public assistance program, or because the applicant has in good faith exercised any right under the consumer credit protection act. The federal agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580.

**OMG MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE ON ANY PRODUCTS SOLD TO APPLICANT. ANY DEFECTS CAUSED BY IMPROPER USE, DESIGN, INSTALLATION, OR MAINTENANCE VOID ANY AND ALL WARRANTIES EXPRESSED OR IMPLIED, AND WHICH OTHERWISE APPLY. IT IS AGREED THAT OMG SHALL NOT BE RESPONSIBLE FOR ANY DAMAGES WHICH EXCEED THE INVOICE PRICE OF ANY MATERIALS WHICH ARE DETERMINED TO BE DEFECTIVE OR NON-CONFORMING.**

**Applicant hereby states that all the information provided herein is true and correct and has read and hereby agrees to the terms and conditions listed above on this Application for Credit.**

<b>WITNESS INFORMATION REQUIRED BELOW</b>	<b>Account Name:</b>
<b>Witness Signature</b>	<b>Authorized Signature</b>
<b>Witness Printed Name</b>	<b>Signer Printed Name</b>
<b>Witness Full Home Address</b>	<b>Company Position Held by Signer</b>
<b>Witness Signature</b>	<b>Guarantor Signature</b>
<b>Witness Printed Name</b>	<b>Guarantor Printed Name</b>
<b>Witness Full Home Address</b>	<b>Guarantor Full Home Address</b>
<b>Witness Signature</b>	<b>Guarantor Signature</b>
<b>Witness Printed Name</b>	<b>Guarantor Printed Name</b>
<b>Witness Full Home Address</b>	<b>Guarantor Full Home Address</b>

**PLEASE PROVIDE COPY OF DRIVER'S LICENSE FOR AUTHORIZED SIGNER AND GUARANTOR.**



APAC Central, Inc.  
PO Box 9208  
Fayetteville, AR 72703-9208

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**Notice of confidentiality**

This facsimile may contain information that is privileged and confidential and/or exempt from disclosure under applicable law. This transmission is intended solely for the individual or entity designated below. If you are not the intended recipient, or the employee or agent responsible for delivering it to the intended recipient, you should understand that any distribution, copying or use of the information contained in this facsimile by anyone other than the designated recipient is unauthorized and strictly prohibited. If you have received this facsimile in error, please immediately notify the sender by telephone.

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**BANK AUTHORIZATION AND RELEASE FORM**

I \_\_\_\_\_ hereby authorize \_\_\_\_\_  
(Account Holder Name) (Bank Name)

To release data pertaining to my accounts held by \_\_\_\_\_  
(Account Name)

to APAC Central, Inc. for credit investigation purposes.

\_\_\_\_\_  
Account Holder Signature

\_\_\_\_\_  
Account Holder Signature

\_\_\_\_\_  
Date

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