

Treffinger Inc. dba Collins Concrete

Credit Application



Company Name: _____ DBA: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Office #: _____ Fax: _____

Cell Phone: _____ Name: _____

Contact Person in AP: _____ Email: _____

Email address for Billing: _____

Year Established: _____ Tax Id: _____

Type of Business:

Corporation C	Partnership	LP
Corporation S	LLC	Other

Principals: _____

Name: _____ Title _____ % _____

Address: _____

City: _____ State: _____ Zip: _____

Phone #: _____ Cell: _____

Email: _____ Social Security #: _____

Principals: _____

Name: _____ Title _____ % _____

Address: _____

City: _____ State: _____ Zip: _____

Phone #: _____ Cell: _____

Email: _____ Social Security #: _____

Bank Reference: _____ Name: _____

Address: _____ Acct# _____

Officer Name: _____ Phone: _____

Trade References:
(Ready Mix Companies Preferred)



Company: _____ Contact: _____

Address: _____ Phone: _____

Fax: _____

Company: _____ Contact: _____

Address: _____ Phone: _____

Fax: _____

Company: _____ Contact: _____

Address: _____ Phone: _____

Fax: _____

“STANDARD TERMS AND CONDITIONS OF SALE APPEAR ON THE REVERSE OF THIS APPLICATION.” It is agreed that sales of products and/or labor by Treffinger, Inc. doing business as Collins Concrete be based on these terms and conditions.

Terms of payment are payment in full on the 10th day of the month following the date of invoice. It is understood and agreed that past due balances are subject to service charges at a rate of 1 1/2% per month (**18% per annum**) or the maximum interest rate permitted by law, which ever is less. We hereby authorize you to contact the above references for needed credit information.

Date: _____

Signature

Position: _____ Company: _____

GUARANTY OF INDEBTEDNESS

The undersigned Guarantor(s) in order to induce Treffinger, Inc. doing business as Collins Concrete to extend credit to applicant herein, does hereby unconditionally personally guarantee all sums which may be owed by applicant to Treffinger, Inc. doing business as Collins Concrete whether said indebtedness is due now or hereafter incurred. This Guaranty is continuing, and shall continue to apply to all indebtedness which applicant may hereafter incur, renew, or extend in whole or in part, with Treffinger, Inc. doing business as Collins Concrete, all without notice to the undersigned Guarantor(s). Treffinger, Inc. doing business as Collins Concrete may jointly or independently modify the indebtedness, accept or release collateral, or release the applicant, without releasing the undersigned Guarantor(s) without notice. If this Guaranty is executed by more than one Guarantor, one or more Guarantors may be released, and such release shall not release the other Guarantor(s), and such release may be done without to the other Guarantor(s). The undersigned Guarantor(s) waives notice of acceptance of this Guaranty. Performance of this Guaranty shall be at Dallas County, Texas and the undersigned Guarantor(s) promise to pay the indebtedness and obligations incurred hereunder at Dallas, Dallas County, Texas.

Signed this: _____ Day of _____

Position: _____ Company: _____

Guarantor – Print _____

Guarantor – Signature

STANDARD TERMS AND CONDITIONS OF SALE

1. All sales are expressly conditional on buyer's agreement to the standard terms and conditions on the front and back of this form. Any order or statement of intent to purchase any materials and/or services from Treffinger, Inc. doing business as Collins Concrete herein separately and collectively referred to as "Seller"; or any direction to proceed with engineering, procurement, manufacturer or shipment of any of said materials and/or services; or acceptance of all or part of such materials and/or services or payment of all or part of such materials and/or services; shall constitute assent to said terms and conditions. Any different or additional terms and conditions proposed by buyer in a purchase order or otherwise, are objected to be Seller and will not be binding upon Seller unless specifically assented to in writing by an authorize representative of Seller's management. These terms and conditions of sale represent the entire sales agreement of the parties as to purchases made by Buyer from Seller, except in situations where Seller has agreed to other additional terms and conditions in writing by an authorized agent.
2. Each shipment or delivery shall be deemed to have been sold under a separate and independent contract. Any order for materials and/or services by Buyer shall constitute a representation that Buyer is solvent. If, in the judgment of Seller, the financial condition of the Buyer at the time of manufacture or shipment does not justify the terms of payment specified, Seller reserves the right to require from Buyer full or partial cash payment or other adequate assurance of performance before manufacture or shipment. In order to provide security for the payment of the full price of materials and/or services furnished hereunder, grants Seller a security interest in said materials and/or services. Buy agrees to execute any documents or furnish information necessary to perfect this security interest.
3. Payment terms are payment in full on the 10th day of the month following the date of invoice.
4. Seller assumes no responsibility for materials and/or services meeting any job specifications or requirements unless specifically so stated in its written quotation.
5. As to materials delivered by Seller's truck, title passes upon delivery at the place Buyer receives possession; and, thereafter, all risk of loss or damages shall be on the Buyer. Deliveries by common carrier are f.o.b. Shipping point. On direct shipments from manufactures, title passes to Buyer at point and time of delivery to carrier; and, thereafter, all risk of loss or damage shall be on Buyer. Damage or shortage claims arising from direct shipments are to be made by Buyer against carrier. Seller assumes no responsibility beyond delivery to carrier in good order and its not responsible for loss, damage, or delay occurring thereafter. All items shown as freight allowed pertains to particular items and quantities. Any deviation after placement of order, such as changes in quantity or partial release, will be subject to the manufacturer's terms and conditions where applicable. Extra labor or mechanical facilities required to unload shall be provided by Buyer without cost to Seller.
6. Shipping or performance dates or times are not guaranteed, but if stated, are based upon best information then available and unless otherwise specifically stated in writing are subject to change without notice. Seller shall not be liable for failure to deliver or for delay in delivery or performance due to (i) a cause beyond its reasonable control, or (ii) an act of God, act of omission of Buyer, act of civil or military authority, governmental priority or other allocation or control, fire, strike or other labor difficulty, riot or other civil disturbance, insolvency or other inability to perform by the manufacturer, delay in transportation, or (iii) any other commercial impracticability. In the event of any such delay, the date of delivery or performance shall be extended for a period equal to the time lost be reason of delay.
7. Seller shall use its best efforts to obtain from each manufacturer, in accordance with the manufacture's warranty (copies of which will be furnished upon request) or customary practice, the repair or replacement of materials and/or services that may prove defective in material or workmanship. The foregoing shall constitute the exclusive remedy of the Buyer and the sole obligation of Seller. Except as to title THERE ARE NO WARRANTIES, EITHER WRITTEN, ORAL, IMPLIED OR STATUTORY, relating to the described materials which extend beyond that described in this paragraph. NO IMPLIED STATUTORY WARRANTY OR MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE SHALL APPLY.
8. SELLER'S LIABILITY ON ANY CLAIM OR DAMAGE ARISING OUT OF SUPPLYING OF ANY MATERIALS AND/OR SERVICES TO BUYER OR THEIR SALE, RESALE, OPERATION OF USE, WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHER GROUNDS, SHALL NOT EXCEED THE PRICE ALLOWABLE TO SUCH MATERIALS AND/OR SERVICES OR PART THEREOF INVOLVED IN THE CLAIM. SELLER SHALL, NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE FOR ANY LABOR CHARGES WITHOUT THE PRIOR WRITTEN CONSENT OF SELLER. SELLER SHALL NOT IN ANY EVENT BE LIABLE WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHER GROUNDS, FOR SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PENAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, LOSS OF USE OF THE PRODUCT OR ANY ASSOCIATED PRODUCT, COST OF CAPITAL, COST OF SUBSTITUTE PRODUCTS, FACILITIES OR SERVICES, DOWNTIME COSTS, OR CLAIMS OF CUSTOMERS OF THE BUYER FOR SUCH DAMAGES. IF SELLER FURNISHES BUYER WITH A DEVICE OR OTHER ASSISTANCE WHICH CONCERNS ANY MATERIALS AND/OR SERVICES SUPPLIED HEREUNDER OR ANY SYSTEM OR EQUIPMENT IN WHICH ANY SUCH MATERIALS AND/OR SERVICES MAY BE INSTALLED, AND WHICH IS NOT REQUIRED PURSUANT TO THIS CONTRACT, THE FURNISHING OF THE CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHER GROUNDS.
9. No materials and/or services will be accepted for return without the written permission of the Seller. Normally stocked items in reusable condition will be accepted for credit subject to a minimum 20% restocking charge. Materials and/or services will not be for return after 60 days from the date of delivery. Specially ordered items or abnormal quantities of stock items will not be accepted for return until the Seller has secured permission and terms of return from the Seller's sources of supply and such items have been accepted by the Buyer. All materials and/or services claimed to be defective shall be held subject to inspection by Seller and/or manufacturer.
10. No waiver, alteration or modification of any of the provisions hereof shall be binding upon Seller unless specifically assented to in writing by an authorized representative of the Seller's management.
11. In the event the unloading time of materials exceeds 30 minutes an overtime charge of \$60.00 per hour will be charged to the Buyer. Seller does not permit its drivers to add water to the mix to exceed the maximum Slump nor go beyond the curb line, except upon authorization of the Buyer and the Buyer's acceptance of the risk for any loss damage, or recovery of trucks and/or equipment
12. Payment of materials and/or services purchased from the Seller by Buyer shall be made at Dallas, Dallas County, Texas. In the event Buyer does not pay when due, Buyer agrees to pay interest on the past due amounts at the rate of 1 1/2% per month (18% per annum) or the maximum interest rate permitted by law, which ever is less.
13. Orders placed by Buyer may be canceled by the Buyer only if agreed to by the Seller and upon payment of reasonable charges based upon expenses already incurred and commitments made by the Seller.
14. If it is necessary for Seller to institute legal proceedings against Buyer to collect any indebtedness due or to enforce any of these Terms and Conditions of Sale, Seller shall be entitled to recover from Buyer its reasonable attorney's fees, collection fees, and costs.

Collins Concrete
12650 Ravenview Rd. • Dallas, TX 75253
Working Hard To Be Our Customers First Choice • Since • 1978



Authorization to Provide Banking Information

Bank Name: _____ Address: _____

I Authorize you to provide checking account and loan information to Treffinger Inc.
dba Collins Concrete for purpose of establishing a trade credit account for

My firm's checking account number is:

Company Name

By _____

Title _____

Date _____

JOB INFORMATION SHEET



Customer: _____ Phone #: _____

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Customer: Owner: General Contractor: Subcontractor:

PROJECT INFORMATION

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Email: _____ Phone #: _____

OWNER/AWARDING/AUTHORITY

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Email: _____ Phone #: _____

GENERAL CONTRACTOR

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Email: _____ Phone #: _____

GENERAL CONTRACTOR BONDING COMPANY

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Email: _____ Phone #: _____

JOB INFORMATION SHEET
GENERAL CONTRACTOR BONDING COMPANY

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Email: _____ Phone #: _____

LENDER

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Email: _____ Phone #: _____

SUBCONTRACTOR

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Email: _____ Phone #: _____

ARCHITECT

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Email: _____ Phone #: _____

SUB'S BONDING COMPANY

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Email: _____ Phone #: _____

Estimated Quantity: _____

Estimated Dollar Value: _____

For all Bonded projects
attach Bond.

Company: _____

Date: _____

Signature