



Dauphinais Concrete, Inc.

PO Box 461 Sutton, Massachusetts 01590 508-865-9550 Fax: 508-234-5359

DauphinaisConcrete.com

To Whom It May Concern,

Thank you for your interest in our company, Dauphinais Concrete, Inc. Attached is our credit application and personal guaranty. Please complete both pages and send back to cstorer@dauphinaisconcrete.com or fax to my attention at (508) 581-9389. Please mail the original signed copy to PO Box 461, Sutton, MA 01590.

If you have any upcoming projects requiring special pricing please contact Chris Dauphinais at chris@dauphinaisconcrete.com or on his mobile phone at (508) 726-4909.

If any of your projects are tax exempt please let us know in advance and send the appropriate forms to me via fax, email or mail. This is important in setting up your account by job in our billing system as well as in case of audit.

On behalf of the Dauphinais Concrete Team I thank you for your cooperation in properly setting up your account. We look forward to providing you with a top quality product and exceptional service.

In the meantime, we can start you as a customer with our company on COD terms. We accept all major credit cards as well as cash. Please contact our batch plant directly to place your order at (508) 865-9550.

Thank you!

A handwritten signature in black ink that reads "Cheryl Storer". The signature is written in a cursive, flowing style.

Cheryl Storer

Office Manager/Bookkeeper

(508) 865-9550



The #1 Name In Redi-Mix Concrete



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CREDIT APPLICATION

(Please type or print)

NAME OF BUSINESS _____
 ADDRESS _____ CITY _____ STATE _____ ZIP _____
 NATURE OF BUSINESS _____ YEARS IN BUSINESS _____
 PHONE BUSINESS _____ FAX _____ WEBSITE _____
 _____ INDIVIDUAL _____ CORPORATION _____ PARTNERSHIP

NAME OF OWNERS OR OFFICERS

PRESIDENT _____ EMAIL _____
 HOME ADDRESS _____ ALTERNATE CONTACT # _____
 VICE PRESIDENT _____ EMAIL _____
 HOME ADDRESS _____ ALTERNATE CONTACT # _____
 TREASURER _____ EMAIL _____
 HOME ADDRESS _____ ALTERNATE CONTACT # _____

BANK REFERENCE

BANK NAME _____ PHONE _____
 ADDRESS _____ CONTACT PERSON _____

MATERIAL SUPPLIER REFERENCES

NAME _____ FAX _____ PHONE _____
 ADDRESS _____ CONTACT PERSON _____
 NAME _____ FAX _____ PHONE _____
 ADDRESS _____ CONTACT PERSON _____
 NAME _____ FAX _____ PHONE _____
 ADDRESS _____ CONTACT PERSON _____
 NAME _____ FAX _____ PHONE _____
 ADDRESS _____ CONTACT PERSON _____

CREDIT AGREEMENT

In consideration of the credit to be extended to me by Dauphinais Concrete, Inc. for goods or services sold to me, I hereby agree to the following:	6. The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of sex or marital status. The Federal Agency which administers compliance with the law concerning this company is the Federal Trade Commissions, Washington, DC 20580.
1. I have the right to pay for all my items charged to my account within 30 days from the billing date shown on each statement, without incurring a FINANCE CHARGE .	7. The undersigned agrees that their employees, agents or representatives have authorization to sign for the purchase of materials and agree to remain liable for any credit extended.
2. If I do not pay my account in full within 30 days of the date shown on each statement. A FINANCE CHARGE computed at a rate of 1-1/2% per month. 18% ANNUAL PERCENTAGE RATE ~ on the unpaid previous balance will be charged.	NOTICE TO THE APPLICANT – DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT. YOU ARE ENTITLED TO A COPY OF THIS AGREEMENT YOU SIGN. KEEP THIS AGREEMENT TO PROTECT YOUR LEGAL RIGHTS. I HEREBY ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT AND FURTHER ACKNOWLEDGE THAT THE SAME WAS COMPLETE IN ALL RESPECTS AT THE TIME OF ITS EXECUTION.
3. If any payment is not made when due, Dauphinais Concrete, Inc. has the right to accelerate the maturity of the unpaid balance of my account and declare the full amount thereof immediately due and payable.	Dated this _____ day of _____, 20____.
4. I will make payments to "Dauphinais Concrete, Inc."	
5. If the unpaid balance of my account is referred to an attorney for collection, I agree to pay reasonable attorneys' fees and related costs and disbursements incurred in such collection.	X _____ / _____ Signature of buyer or buyer's authorized representative Name (type or print)



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PERSONAL GUARANTY

In consideration of the extension of credit by Dauphinais Concrete, Inc. for _____ (hereinafter referred to as "Customer"), the undersigned, jointly and severally, if more than one, (hereinafter referred to as "Guarantor" whether individually or jointly) unconditionally guarantee to Dauphinais Concrete, Inc. the prompt payment of all obligations of the Customer which are now due or which may become due subsequent to the execution of the Guaranty and that the Customer will pay all obligations when they become due.

The obligation of the Guarantor shall be primary, unconditional and unlimited, shall not be dependent upon recourse to any remedies against Customer or others, and shall be effective immediately. The Guarantor waives all or any notice of acceptance, notices of all orders, sales, notes, commitments, time and amount of credit, terms and change of terms of same, and of all defaults, disputes, litigations, extensions and renewals. The Guarantor waives all rights of set-off, recoupment, redemption and counterclaims which may be alleged to exist in favor of Customer.

The Guarantor hereby waives presentment of any instrument, demand for payment, protest and notice of nonpayment or protest and the performance of each and every condition precedent to which it, as Guarantor, might otherwise be entitled by law. Dauphinais Concrete, Inc.'s obligations, with Guarantor and/or Customer, shall be deemed to have been created, contracted or incurred in reliance upon this Guaranty. The obligations of the undersigned hereunder are joint and several and are independent of the obligations of Customer. A separate action may be brought and prosecuted against Guarantor, whether an action is brought against Customer or whether Customer or any other Guarantor be joined in any such action or actions and Guarantor waives the benefit of any statute of limitations affecting their liability hereunder or the enforcement thereof.

This Guaranty shall be construed as continuing, absolute and unconditional guaranty of payment irrespective of the validity or enforceability of (i) any of the obligations of Customer as aforesaid or (ii) any security therefore and irrespective of any other circumstances which might otherwise constitute a legal or equitable discharge of a surety or a guarantor.

This Guaranty is a continuing Guaranty and cannot be modified or terminated orally. Any modification must be by a writing signed by the Guarantor and Dauphinais Concrete, Inc.. Any attempted revocation of the Guaranty by any individual Guarantor, or some or all of them, shall be valid only if the Guarantor sends a written notice to Dauphinais Concrete, Inc. by certified mail, return receipt requested and shall be effective as of the date of received by Dauphinais Concrete, Inc.. Also any such revocation shall only be valid as to the individual Guarantor or Guarantors who signed the request and not as to any other Guarantor.

The Guaranty shall be governed by the laws of the Commonwealth of Massachusetts, shall be binding upon the heirs, executors, administrators, successors and assigns of the Guarantor and shall inure to the benefit of Dauphinais Concrete, Inc., its successors and assigns. Each individual or entity executing this Personal Guaranty submits to the jurisdiction of the courts of the Commonwealth of Massachusetts and the United States District Court for the District of Massachusetts for the purpose of any suit, action or other proceeding arising out of any of its obligations under or with respect to this agreement, and expressly waives any and all obligations it may have as to venue in any of such courts.

WITNESS the hand(s) and seal(s) of the undersigned this _____ day of _____.

Witness

*Name, Individually

Witness

*Name, Individually