



76 Burton Street, Painesville, OH 44077
 Phone: 440-352-7201 | Fax: 440-352-7380
AR@matplusinc.com

Credit Application

BUSINESS CONTACT INFORMATION

Company name:		
Phone:	Fax:	E-mail:
Shipping address:		
City:	State:	ZIP Code:
Federal Tax ID or SS#	Business Type: <input type="checkbox"/> S-Corp <input type="checkbox"/> C-Corp <input type="checkbox"/> LLC Sole Proprietor <input type="checkbox"/>	
Years in business:	Type of business:	
Name of Principal Owner 1:	Name of Principal Owner 2:	
Amount of Credit requested:	Duns # if available	

MINIMUM ORDER VALUE AND CREDIT CARD PAYMENTS

- I acknowledge that the minimum order value: \$99.00
- I acknowledge that all orders under \$149 will require payment via credit card at time of shipment
- I acknowledge that MatPLUS may charge my credit card for the difference between my credit limit and any open orders, should my order value exceed my credit limit at any time

BILLING INFORMATION

Billing address:		
City:	State:	ZIP Code:
Accounts payable contact:	Phone:	Fax:
Accounts payable email address for invoice submission:		
Are purchase orders required for orders? Yes <input type="checkbox"/> No <input type="checkbox"/>		
Are you taxable? Yes <input type="checkbox"/> No <input type="checkbox"/> (if not and located in Ohio, please include tax exempt certificate)		

BANK REFERENCES

Bank name:	Contact name:
Checking <input type="checkbox"/> Account #	Contact phone:
Other <input type="checkbox"/> Account #	

BUSINESS/TRADE REFERENCES

Company name:		
Address:		
City:	State:	ZIP Code:
Phone:	Fax:	E-mail:
Company name:		
Address:		
City:	State:	ZIP Code:
Phone:	Fax:	E-mail:
Company name:		
Address:		
City:	State:	ZIP Code:
Phone:	Fax:	E-mail:

COMMERCIAL CREDIT APPLICATION AND AGREEMENT – TERMS AND CONDITIONS

This Commercial Credit Application and Agreement, including all the information contained herein, is a request for one or more extensions of business credit to defer payment for purchase of materials and all subsidiaries and affiliates of each, for itself and on behalf of its subsidiaries, hereinafter, individually and collectively referred to as "Matplus". By submitting this application to Matplus, Applicant hereby agrees that this Commercial Credit Application and Agreement will apply to all sales to Applicant. One or more of Matplus' affiliates or subsidiaries may act as Matplus' collection agent, and shall have the ability to enforce the terms and conditions hereof.

Applicant hereby agrees to payment terms of Net 30 (Payment is due 30 days following the date of the invoice). Applicant agrees to pay Matplus a monthly finance charge on any unpaid balances, pursuant to the terms set forth below. A charge of 1.5% per month, (18% per annum), will accrue on a daily basis from the date of invoice and will continue to accrue on a daily basis on any unpaid balance, both before and after judgment, until the date the balance is paid in full, or at the maximum amount permitted by state law in which the sale occurred, whichever is less. Matplus will determine and impose the monthly finance charge by applying a daily periodic rate of .049315% to the daily unpaid principle balance on each invoice, beginning from the invoice date, for the number of days that balance remains unpaid. However, the assessment of a finance charge on invoices paid in full by the payment due date will be waived. Prompt- pay discounts, if offered on the purchase of ready-mix concrete, will be shown on the customer invoice, and may be earned on invoices paid in full by the prompt pay due date shown on each invoice and will apply only if all previous balances are paid in full. Terms of each individual sale are set forth on each invoice and Applicant hereby agrees to the terms on each invoice. Applicant agrees that each individual sale shall be subject to this Commercial Credit Application and Agreement, the terms and conditions set forth in Matplus' Quotation, including the General Terms and Conditions which form a part thereof, and, if applicable, any terms and conditions relating to the delivery or shipment of materials by truck, barge, vessel, rail or other means which are provided by Matplus to Applicant regardless if applicant presents alternate terms and conditions. Matplus terms shall always govern and take precedent. Until Applicant has made settlement with Matplus of the full amount due to Matplus with respect to any materials supplied by Matplus for which Applicant receives payment from a third party, Applicant shall segregate the proceeds for those materials and hold the same in trust for Matplus. Matplus shall have an equitable lien on funds paid to applicant until payment is made to Matplus.

Applicant authorizes and consents to Matplus obtaining any and all credit reports and information it deems necessary from any and all sources. Applicant further authorizes Matplus to reinvestigate Applicant's credit from time to time as Matplus deems necessary in its sole and absolute discretion. Matplus reserves the right to limit or terminate any extension of credit to Applicant in Matplus' sole and absolute discretion. Applicant authorizes Matplus to act as a credit reference for Applicant by responding to inquiries from other creditors, trade associations or potential creditors of Applicant regarding transactions or experiences with Applicant.

Each of the undersigned does hereby certify that he/she is authorized to sign this Commercial Credit Application and Agreement on behalf of Applicant; that the information contained herein is true, accurate, and complete in all respects; and that all purchases made by Applicant will be made in the ordinary course of business of Applicant for business purposes and that no credit is sought or will be obtained for the personal, family, or household purposes of any individual. Applicant will advise Matplus in writing, at the address referenced on its invoices, of any changes which occur in respect to any of the information included in this Application, or any other information which could reasonably affect Applicant's ability to pay, and until such time, Matplus may continue to rely on this information. Applicant agrees to provide Matplus with a current financial statement, including Balance Sheet and Statement of Profit or Loss, within a reasonable time after Matplus requests same.

Any actual or anticipated change in Applicant's legal status, or form of business organization must be communicated to Matplus immediately in writing, transmitted by certified mail; provided, however, no such change shall be effective between the parties without Matplus' explicit written acceptance thereof, which may be withheld in Matplus' sole and absolute discretion.

Applicant agrees to be liable for, and immediately pay to Matplus any and all court costs, reasonable attorneys' fees, recording fees, lien costs, cost for title reports and all other costs, expenses or charges incurred by Matplus in enforcing the terms of this Commercial Credit Application and Agreement, or collecting or attempting to collect money from Applicant, or enforcing or defending or prosecuting any claim against bonding companies, or disbursing officers, or guarantors, or claims based on mechanic's liens, stop notices, or payment bonds, up to the maximum amount allowable under state law, should all or any part of this account be placed for collection.

Applicant agrees that any claims concerning quality control, or compliance with product specifications, shall be waived unless written notice of such claim shall be delivered to Matplus, by certified mail at the address found on its invoice, within 30 days of receipt of such products by Applicant.

Matplus stands behind the quality of our products in terms of workmanship, material defect and fit. If a defect is found, please request an Return of Material Authorization approval number from your service representative. **MATPLUS HEREBY EXCLUDES ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PURPOSE, AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, OF THE MATERIAL SOLD HEREUNDER, OTHER THAN THE EXPRESS WARRANTY STATED ABOVE.** In addition, except to the extent otherwise set forth in the specifications described above, Matplus makes no warranty whatsoever with respect to specific gravity, absorption, whether the material is innocuous, non-deleterious, or non-reactive, or whether the material is in conformance with any plans, other specifications, regulations, ordinances, statutes, or other standards applicable to Customer's job or to said material as used by Customer. **MATPLUS SHALL IN NO EVENT BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGE CAUSED BY NON-COMPLIANCE OF THE MATERIAL WITH MATPLUS' SPECIFICATIONS, OR ANY DEFECTS IN THE MATERIAL SOLD HEREUNDER.**

Seller shall have the right to change, modify or amend any of the terms of this Agreement (including adding new terms) upon written notice of such change, modification, amendment or addition to Customer. The effective date of the change, modification amendment or addition shall be as stated in the written notice. Customer's consent to any such change, modification, amendment or addition shall not be required, but Customer shall be deemed to have consented thereto upon the placing of orders with Seller following receipt of such notice.

All disputes regarding finance charges shall be governed by Ohio law. In all other matters, this Commercial Credit Application and Agreement shall be governed by the laws of the State from which the material was shipped. If any provision hereof is held invalid, illegal or unenforceable, then no other provision shall be affected or impaired thereby. Applicant agrees that any and all claims arising out of or relating to any sale or extension of credit by Matplus, including, but not limited to, any action by Matplus to collect on account, may be filed in Federal or State court where the shipments originated, and Applicant specifically consents to the exercise of non-exclusive personal jurisdiction over Applicant by a Federal or State court where the shipments originated, and to extraterritorial service of process, if necessary. Applicant waives the right to a jury trial in the event Matplus is required to institute suit for collection of any sums due hereunder. The transmission of a signed copy of this Commercial Credit Application and Agreement via facsimile or e-mail shall have the same force and effect as an original and shall be binding on the Applicant and any Guarantor to the same extent as a document with the original signature.

Print Name of person Signing

Authorized Signature

Title

Print Name of person Signing

Authorized Signature

Title

**FOR NON-CREDIT CARD CUSTOMERS ONLY:
PERSONAL GUARANTY OF BUSINESS CREDIT BY OWNERS**

In consideration of, and as inducement to the periodic extensions of credit by Matplus LTD. and all subsidiaries and affiliates of each, for itself and on behalf of its subsidiaries, hereinafter, individually and collectively referred to as "Matplus" in this Personal Guaranty, to the Applicant named on the above Commercial Credit Application and Agreement, or its successors, assigns, nominees, or agents, (known collectively as the "Applicant"), **the undersigned, hereafter, "Guarantor", hereby personally Guarantees, jointly and severally, the performance by Applicant of all of Applicant's duties and obligations as set forth in this Commercial Credit Application and Agreement** including, but not limited to, the payment when due of all indebtedness now due or which may become due under the Applicant's Commercial Credit Application and Agreement. To the maximum amount allowed by state law, this Personal Guaranty is unlimited in amount and shall apply to all balances arising from sales to the applicant under the above Commercial Credit Application and Agreement. The undersigned waives all notices with respect to this Personal Guaranty and waives acceptance of this Personal Guaranty by Matplus and any and all rights of reimbursement, subrogation or indemnification from Applicant arising from or related to this Personal Guaranty, performance of any obligations hereunder, or payments made to Matplus pursuant to this Personal Guaranty. The undersigned agree that Matplus shall not be required to seek legal or other means to attempt to collect sums owed by Applicant before looking to undersigned for payment.

This Personal Guaranty is a continuing Personal Guaranty applying to all sales made to Applicant, and shall remain in full force and effect until cancelled in writing by notice to Matplus, sent by hand delivery, by overnight courier, or by U.S. certified mail, postage pre-paid, return receipt requested, to Matplus' address as stated in the Commercial Credit Application and Agreement, such notice not to become effective until the 10th day following receipt thereof by Matplus, and then shall be effective only as to the purchases made after such effective date. This Guaranty shall not be revoked by the death of the guarantor. This Guaranty shall remain in full force and effect with respect to all materials supplied by Matplus under the Applicant's account, regardless of any change in the Applicant's legal structure, or the existence of entities or individuals legally distinct from Applicant benefiting from the services or materials supplied. The undersigned, jointly and severally agree to pay all expenses and cost incurred by Matplus to enforce the terms of this Guaranty and Commercial Credit Application and Agreement including attorneys' fees and litigation costs. It is understood that there is no limit to the liability of the undersigned under this agreement.

The undersigned voluntarily and irrevocably waive trial by jury with respect to any action or claim brought in connection with this Guaranty.

The laws of Ohio shall be used and applied in determining the validity of this agreement as well as rights and duties of those hereunder. The transmission of a signed copy of this document via facsimile or E-mail shall have the same force and effect as an original and shall be binding on the applicant and any Guarantor to the same extent as a document with an original signature.

_____	By: _____	_____
Printed Name of Guarantor	Written Signature	Date
_____	_____	_____
Printed Name of Witness	Written Signature	Date
_____	By: _____	_____
Printed Name of Guarantor	Written Signature	Date
_____	_____	_____
Printed Name of Witness	Written Signature	Date

PERMISSION TO OBTAIN CONSUMER CREDIT REPORT

The undersigned hereby consent(s) to Matplus using a consumer credit report on the undersigned in order to further evaluate the credit worthiness of the undersigned as principal(s), and/or guarantor(s) in connection with the extension of business credit as contemplated by the credit application(s). The undersigned authorizes Matplus to utilize a consumer credit report on the undersigned from time to time in connection with the extension of or continuation of the business credit represented by the credit applications(s).

Signature _____ Date _____ SS# _____

Signature _____ Date _____ SS# _____