

BROX INDUSTRIES, INC.

And all affiliates (collectively the "Companies")
AGREEMENT AND APPLICATION FOR CREDIT
1471 Methuen Street • Dracut, MA 01826
(978) 454-9105 FAX: (978) 805-9720

APPLICATION IS TO BE COMPLETED & SIGNED BY A QUALIFIED/AUTHORIZED REPRESENTATIVE OF YOUR COMPANY.

FULL NAME OF FIRM _____ **DATE** _____

TRADE NAMES (IF ANY) _____ PHONE () _____

STREET ADDRESS _____ FAX () _____

CITY _____ STATE _____ ZIP _____ BILL TO: _____

() INDIVIDUAL () PARTNERSHIP () CORPORATION # YRS IN BUSINESS: _____ TYPE OF BUSINESS: _____

TAXPAYER ID# _____ A/P SUPERVISOR: _____

PLEASE INDICATE WHICH PLANTS YOU WILL BE PURCHASING FROM:

MA: () DRACUT () IPSWICH () MARLBORO () MERRIMAC
NH: () AMHERST () HOOKSETT () HUDSON () KEENE () ROCHESTER
WILL YOU BE PURCHASING: () HOT MIX () STONE MATERIALS () PAVING CONTRACT

CREDIT LINE APPLIED FOR (PLEASE ATTACH FINANCIAL STATEMENT):

() UP TO \$1,000.00 () UP TO \$2,500.00 () UP TO \$5,000.00 () UP TO \$10,000.00
() UP TO \$15,000.00 () UP TO \$20,000.00 () OTHER \$ _____ USE PURCHASE ORDERS?
SALES TAX STATUS: () TAXABLE () EXEMPT (IF EXEMPT, ATTACH COPY OF CERTIFICATE)

OWNER, PARTNER, OR OFFICER _____ **SS# (REQUIRED):** _____

HOME ADDRESS _____ **HOME PHONE: ()** _____

OWNER, PARTNER, OR OFFICER _____ SS# (REQUIRED): _____

HOME ADDRESS _____ HOME PHONE: () _____

TRADE REFERENCES (PREFERABLY MATERIAL, PAVING, OR CONSTRUCTION RELATED IF AVAILABLE):

NAME _____ CREDIT LINE _____ FAX NUMBER: () _____

STREET ADDRESS _____ CITY _____ STATE _____ ZIP _____

NAME _____ CREDIT LINE _____ FAX NUMBER: () _____

STREET ADDRESS _____ CITY _____ STATE _____ ZIP _____

NAME _____ CREDIT LINE _____ FAX NUMBER: () _____

STREET ADDRESS _____ CITY _____ STATE _____ ZIP _____

BANK REFERENCE (GIVE YOUR PRIMARY BANK)

NAME: _____ PHONE: () _____ FAX NUMBER: () _____

STREET ADDRESS: _____ CHECKING ACCT#: _____ OPEN LOAN ACCT? _____

BROX INDUSTRIES, INC. TERMS AND CONDITIONS

Applicant, in consideration of any extension of credit heretofore or hereafter granted by one or more of the Companies, warrants the above information to be true, complete, and accurate and hereby agrees to the following terms and conditions:

1. Applicant authorizes the Companies to make inquiry and to gather additional credit information from any source and hereby authorizes such source(s) to answer such inquiry with true, accurate and complete information about applicant.
2. All payments due Companies by Applicant shall be paid within thirty (30) days from date of invoice.
3. Any amount unpaid after thirty (30) days is delinquent and Applicant agrees to pay a finance charge of the lesser of 18% per annum (1 ½% per month) or the highest rate permitted by applicable law on any amounts unpaid after thirty (30) days.
4. Applicant authorizes any of the Companies who at any time are indebted to the Applicant to deduct such indebtedness from sums at any time owing by Applicant to that Company or any other of the Companies.
5. Any extension of credit is and shall be at the sole discretion of any of the Companies. None of the Companies are or shall be obligated to extend credit to Applicant and the extension of credit by one or more of the Companies on one or more occasions shall not obligate any of the Companies to extend any additional credit.
6. Applicant understands and intends that every request for the provision of goods and/or services on credit constitutes a representation that Applicant intends to pay for such goods and/or services within the thirty-day terms and that the Applicant has the financial capacity to do so. Applicant agrees to notify the Companies in writing of any change in ownership of Applicant and of the occurrence of any event which has had or may have a material and adverse effect on the Applicant, its business, or prospects.
7. Applicant agrees to pay all costs of collection incurred by any of the Companies, including reasonable attorneys' fees, whether or not suit is brought.
8. Oral statements of salespeople and other employees shall not be binding.

If you agree to the foregoing terms, please so indicate by signing below.

Date: _____

Applicant's Name: _____

Applicant's Signature: **X** _____

GUARANTY

In consideration of any extension of credit to the Applicant by any of the Companies, I/we hereby, jointly, and severally, if more than one, personally guarantee unconditionally prompt payment when due of any and all debts, liabilities, and obligations. This includes but is not limited to any expenses incurred to any of the Companies by the Applicant hereby waiving all suretyship defenses and agree to pay all costs and expenses, including reasonable attorneys' fees in enforcing this Guaranty.

Any of the undersigned may terminate this guaranty as to any of Applicants debts, liabilities, and obligations to any of the Companies which are incurred ten (10) or more days after Companies receive written notice of such termination sent by certified mail, return receipt requested: provided, however, that any Companies shall not effect (a) such terminating guarantor's responsibility for debts of Applicant incurred prior to the expiration of said ten (10) day period: or (b) the responsibility of any other guarantor.

_____	_____	X	_____
(Witness)	(Date)		(Guarantor)

_____	_____	_____
(Witness)	(Date)	(Guarantor)

FOR BROX OFFICE USE ONLY

DATE RECEIVED: _____ APPROVED BY: _____ \$ AMOUNT: _____

INITIAL: _____ DECLINED BY: _____ DATE: _____