

VANDERVART

Concrete Products

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This application for credit is subject to the terms and conditions set forth on this document as well as one additional document as attached titled:
 VanDerVart Concrete Products, LLC General Terms, Conditions and Policies 2019

Have you previously established a credit account with VanDerVart Concrete Products? YES / NO
If YES under what name?

Name of Applicant Requesting Credit	
Address:	Phone #
City, State, Zip:	Fax #
Checkmark the appropriate Credit Applicant type: <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> L.L.C. <input type="checkbox"/> Individual	
If a business, is the business Tax Exempt? YES / NO If YES - Have You Attached Your Tax Exempt Certificate <input type="checkbox"/> YES	
Federal Tax Identification Number:	What Date Did Current Owner Acquire This Business:
Amount of Credit you are Requesting: \$	Do you receive Invoices via E-Mail: YES / NO
Name Accounts Payable Contact Person:	E-Mail:
Owner(s) Name & Title [Primary]	Owners Date of Birth:
Address	Owners Date of Birth:
Owner(s) Name & Title [Partner]	Owners Date of Birth:
Address	

Applicants Business Banking Partner	
Bank Name:	
Bank Address:	
Bank Telephone Number:	Bank Fax Number:
Bank Contact: Person:	E-mail:

Applicants Business Credit References	
Include at least three current business references by name with contact person, address, phone number, fax number and E-mail address	
Reference 1:	Phone:
Contact:	Fax:
E-Mail	Account #:
Reference 2:	Phone:
Contact:	Fax:
E-Mail	Account #:
Reference 3:	Phone:
Contact:	Fax:
E-Mail	Account #:

Applicant hereby authorizes the release of financial and credit information regarding applicant and its principals.
 VanDerVart Concrete Products Application for Credit 2019



TERMS OF SALE AND CONDITIONS OF PAYMENT
[Terms and Conditions]

VanDerVart Concrete Products, LLC reserves the right to make deliveries in installments. All such installments, when separately invoiced, shall be paid for when due per invoice, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve the Credit Applicant [Applicant] of its obligations to accept remaining deliveries. VanDerVart Concrete Products, LLC shall not be liable for any damage as a result of any delay due to any cause beyond VanDerVart Concrete Products, LLC reasonable control, including but not limited to any act of God, act of Applicant, embargo or other governmental act, regulation or request, fire, accident, strike, slow-down, war, riot, delay in transportation, or delayed delivery by suppliers. In the event of any such delay, the date of delivery shall be extended for a period equal to the time lost by reason of the delay. Claims for shortages or other errors must be made in writing to VanDerVart Concrete Products, LLC within thirty (30) days after receipt of shipment, and failure to give such notice shall constitute unqualified acceptance and a waiver of all such claims by Applicant. All costs incident to the erection of the equipment in Applicant's plant shall be borne by the Applicant.

All completion or delivery dates and/or periods are approximate. Unless delivered by VanDerVart Concrete Products, LLC. risk of loss or damage in transit shall pass to Applicant when the goods leave VanDerVart Concrete Products, LLC. place of business. Notwithstanding the foregoing, title to the goods, and all accessions to or products of the goods, shall remain with VanDerVart Concrete Products, LLC. until payment in full of the purchase price and of other amounts owing VanDerVart Concrete Products, LLC. VanDerVart Concrete Products, LLC. may reclaim any goods delivered to Applicant or in transit if Applicant shall fail to make payments when due.

VanDerVart Concrete Products, LLC liability with respect to any breach of this contract or any breach of any warranty that would be found to exist shall in no event exceed the contract price. VanDerVart concrete products, LLC shall not be subject to and disclaims: (1) any other obligations or liabilities arising out of breach of contract or of warranty, (2) any obligations whatsoever arising from tort claims (including negligence and strict liability) or arising under other theories of law with respect to products sold or services rendered by VanDerVart Concrete Products, LLC, or any undertakings, acts or omissions relating thereto, and (3) all consequential, incidental and contingent damages whatsoever. Without limiting the generality of the foregoing, VanDerVart Concrete Products, LLC specifically disclaims any liability for penalties (including administrative penalties), special or punitive damages, damages for lost profits or revenues, loss of use of products or any associated equipment, cost of capital, facilities or services, downtime, shut-down or slow-down costs, spoilage of material, or for any other types of economic loss.

VanDerVart Concrete Products, LLC provides no warranties - all goods sold are sold "AS IS." VanDerVart Concrete Products, LLC recommends to Credit Applicant that it perform any tests it deems necessary to assure itself that the goods meet the Applicant's requirements prior to purchasing.

The Credit Applicant shall indemnify VanDerVart Concrete Products, LLC against any and all losses, liabilities, damages and expenses (including without limitation, attorneys' fees and other costs of defending any action) which VanDerVart Concrete Products, LLC may incur as a result of any claim by Applicant or others arising out of or in connection with the products and/or services sold hereunder and based on product or service defects not proven to have been caused solely by VanDerVart Concrete Products, LLC negligence.

If any of these Terms and Conditions shall be deemed illegal or unenforceable, such illegality or unenforceability shall not affect the validity and enforceability of any legal and enforceable provisions hereof which shall be construed as if such illegal and unenforceable provision or provisions had not been inserted, unless such illegality or unenforceability shall destroy the underlying business purpose of these Terms and Conditions.

All invoices are due for full payment at a Term of 30 Days from date of purchase or 30 Days from the delivery date. Any account balance beyond the 30 Day Term will accrue interest compounded at the rate of 1 1/2% per month. Accounts over 60 days past due will become Payment On Delivery [P.O.D] until the balance is current. In the event that VanDerVart Concrete Products, LLC is not paid in accordance with these terms, the Credit Applicant undersigned agrees to pay all costs of collection including attorneys' fees, court costs, additional fees and bond costs incurred by VanDerVart Concrete Products, LLC.

The Applicant is solely responsible to immediately notify the corporate office of VanDerVart Concrete Products of any change to Applicants mailing address, contact person or E-mail address. All notice of change must be submitted in writing to VanDerVart Concrete Products with an authorized signature of the Credit Applicant.

I the undersigned acknowledge receipt of the complete Terms and Conditions of VanDerVart Concrete Products, LLC defined in this multi-page credit application form dated 2019. I understand and acknowledge these Terms and Conditions constitute the entire agreement between the Credit Applicant and VanDerVart Concrete Products, LLC. I the undersigned guarantee my acceptance and compliance with each of the terms and conditions as specified by VanDerVart Concrete Products, LLC. I have furnished credit references that represent the Credit Applicants recent business transactions and I consent to these references sharing payable and receivable amounts and terms of payment with VanDerVart Concrete Products regarding the Credit Applicant and its owner[s].

An authorized signature of the Credit Applicant is required to process this application

Print Name of Credit Applicant or Financial Manager **Title**

Signature of Credit Applicant or Financial Manager **Date**

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General Terms, Conditions and Policies
June, 2019

VanDerVart Concrete Products, LLC is a material supplier - not a contractor or subcontractor. We provide product to our customers that form, place, construct and build. We do not provide labor at worksites therefore we are not subject to labor performance bonds or project retainage fees.

VanDerVart Concrete Products, LLC - is termed: "Supplier" in this document.

Incorporations, Limited Liability Corporations, Companies, Contractors, Organizations, Individuals, owners, Consumers and Customers are termed: "Customer" in this document.

All concrete, masonry, brick, block, aggregate, steel, rebar, bagged product, packaged product, concrete & masonry accessory or landscape material provided by Supplier to Customer is termed "Product".

1. Supplier will manufacture and deliver Product to Customer at a mutually agreeable date, time and schedule.
2. Ready-mixed concrete pricing is based on Supplier standard delivery hours of non-holiday, Monday through Friday between 7:00 AM - 3:30 PM. Customer requested manufacture and/or delivery outside of standard hours is available upon request with an additional fee to be paid by Customer. Customer agrees to pay associated fee[s] for manufacture and/or delivery outside of Suppliers standard hours.
3. One cubic yard is the minimum amount of ready-mixed concrete, masonry grout or slurry fill Supplier will manufacture and deliver to Customer.
4. A maximum of ten minutes per cubic yard for customer unloading time is included in the Suppliers pricing of ready-mixed concrete unless otherwise written. Customer unloading time in excess of ten minutes per cubic yard is charged at an additional fee that Customer agrees to pay if/when applicable.
5. Supplier pricing is based on Customer pick up at Suppliers location unless specifically stated otherwise. Delivery is available upon request however a delivery fee may be applicable to each delivery.
6. At some time and for some projects, Supplier may offer Customer special pricing on a particular project. When special pricing is offered, the price as proposed is based on Supplier providing all of the Product needed to complete the project. Less than the complete amount of Product for the project voids the special pricing due to a change in the size and scope of the project. If such a situation occurs, Customer agrees that the Product will be at Suppliers current contractor price and not the special pricing.
7. Customer understands and agrees that Supplier may record any phone conversation for accuracy.
8. Supplier is governed by the American Society for Testing and Materials - International [ASTM] and Customer agrees to acknowledge ASTM documents pertaining to Sellers product or actions. Customer is in turn bound to follow ASTM documents pertaining to Sellers product and/or actions.
9. Supplier is governed by the American Concrete Institute [ACI] and Customer is in turn bound to follow ACI documents pertaining to Sellers product and/or actions.
10. Supplier manufactures ready-mixed concrete based on one cubic yard of concrete, slurry or grout.
 - Hot Weather Concrete Conditions [ACI 305] constitute an additional fee paid by Customer.
 - Cold Weather Concrete Conditions [ACI 306] constitute an additional fee paid by Customer.
 - Concrete fiber or concrete admixtures are available with an additional fee paid by Customer.
 - Alternate coarse aggregate options in concrete are available with an additional fee paid by Customer.
11. Supplier carries complete insurance coverage on its property, equipment and staff. If Supplier is required to increase insurance coverage, specifically list a project or add an "additionally insured" to Suppliers policy, the increase in cost will be passed onto the Customer requiring the change. A Customer request or requirement to add multiple year listings of a project or Customer name onto Supplier insurance policy will require payment by Customer in advance equal to the increase in Suppliers insurance premium. In such case, Supplier will notify Customer of the cost of added insurance and Customer agrees to pay Supplier in full prior to Product sale to Customer or Product delivery for such project or worksite.

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12. Colored concrete deliveries or special concrete mixes require Supplier to wash the drum of concrete truck[s] after unloading. Customer agrees to pay Suppliers concrete truck washout fee when applicable.
13. Customer agrees to the Supplier standard payment terms of:
 - A. Full payment no later than 30 days from the delivery/purchase date with pre-established credit.
Or
 - B. Ready-mixed concrete or masonry grout at Less \$2.00/cubic yard from the current Supplier contractor price with full payment at the time of delivery. [Not applicable to special pricing projects]
And
 - C. Customer agrees to pay Supplier a finance fee of 1.5% /month on any unpaid balance beyond 30 days from the Product delivery or purchase date.
 - D. Sales tax is an additional fee charged for governmental entities. Customer is responsible to pay all sales tax or must provide a legitimate tax-exemption certificate no later than the time of payment.
 - E. Customer agrees to submit sales tax exemption certificate to Supplier annually, if applicable.
 - F. Supplier reserves the right to file an intent to lien and/or place a lien on any property Supplier provides Product but complete payment is not made by Customer.
14. Construction projects may include specifications for testing products. Supplier does not include in its pricing, jobsite or laboratory testing of its Product or related testing and documentation unless specifically stated for a particular project. Supplier has staff members that are certified by the American Concrete Institute [ACI] to perform random quality control tests as Supplier determines the need. If Supplier staff does perform testing of product at Customer work site, Customer agrees to grant Supplier staff reasonable access for testing and may request a written copy of the test data.
15. Supplier may visit worksites to view its own product from time to time. Supplier visit to worksite is not additional labor for Customer. Supplier staff visit to worksite does not constitute approval of construction methods, construction procedures or Customer workmanship.
16. Customer cancellation of a scheduled concrete, slurry fill or masonry grout delivery must be made a minimum of 90 minutes prior to the scheduled delivery date and time. If Customer contacts Seller with less than a 90-minute notice of cancellation, the Customer is liable for the scheduled load[s]. The Customer is responsible to pay Supplier for the Product regardless if it is taken by Customer.
17. Ready-mixed concrete Product provided by Supplier to the Customer worksite that is out of specification should not be put into place. Customer is responsible to notify Supplier immediately of Product that is out of specification and reject it. Supplier will send a replacement truckload of Product at no additional charge to Customer if the Product is out of specification due to Supplier error.
18. Supplier does not allow Customer addition of admixtures or alternate products to Suppliers ready-mixed concrete due to potential incompatibility issues. If despite Suppliers policy, Customer alters the concrete mix that Supplier delivers, the Customer assumes complete responsibility for the altered Product. A concrete truck washout fee will be applied to altered concrete and the Customer is responsible for the concrete truck washout fee for each truckload of altered Product.
19. Ready-mixed concrete trucks require a Customer supplied and designated wash area. The Customer or property owner is responsible for any cost associated with the establishment, maintenance, and removal of wash area[s]. All of Suppliers truck drivers will wash the concrete truck discharge hopper and truck chutes as applicable at the jobsite. Failure of the Customer to provide a suitable, legal wash area will likely result in an additional fee charged to Customer for each occurrence. Dumping product or washing into municipal storm sewers is illegal.
20. Supplier will not issue credit on concrete or grout returned to Supplier as unused or unneeded by the Customer due to Customer's mistaken calculations, jobsite issues or jobsite problems.
21. If the customer elects to place air-entrained concrete with a concrete pump, Supplier is responsible to provide air-entrained concrete within the specification at the point of discharge from the concrete truck. Supplier does not have control of a concrete pump or changes in air content of the concrete mix due to the operation of the pump or the configuration of the pump boom that may affect the air content of the concrete mix.
22. Supplier will provide Product to the Customer address as requested. Delivery beyond the curb or off street requires a Customer consent form to be drafted by Supplier and signed by the Customer. Supplier is not responsible for any damage resulting from off street delivery as directed by Customer.

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23. Customer is required to sign Suppliers sales ticket[s] as Product is purchased or delivered to the Customers worksite. A copy of each delivery ticket is supplied to the Customer by Supplier.
24. The American Concrete Institute [ACI] states that exterior concrete placed in Wisconsin shall be 4500 psi @ 28 days with approximately 6% air content and a maximum of .45 water/cementitious ratio. Supplier urges compliance with this ACI statement however; it is the Customers responsibility to specify the concrete mix desired and the Customers responsibility to place concrete meeting this ACI statement.
25. Customer placement of an order through Supplier, either verbal or written, constitutes acceptance of Suppliers pricing and signifies the Customers agreement with all of the terms, conditions and policies included in this document.
26. Supplier delivers Product to Customer upon request. Customer is responsible to place the delivered Product in a law-abiding manner. Supplier has no liability in connection with the use of the Product delivered to Customer worksite location. Customer is responsible to be knowledgeable of building code requirements and follow them with respect to Suppliers Product. Supplier does not guarantee the results obtained by the Customer or the Customer's labor. Customer is responsible for any/all permits required at the worksite location. The Customer is responsible for worksite workmanship, worksite safety, code compliance and worksite clean-up.
27. Supplier Product that is sold on hardwood pallets are charged a refundable pallet charge. Pallets are fully refundable upon the undamaged return by Customer. Credit on wood pallets is limited to the quantity and type of pallets invoiced to the Customer.
28. Customer may return some Supplier stock Products if the Customer makes the return within a maximum 90 days from the date of purchase. Customer agrees to restock fees as Supplier assigns on any return. Additional rules are applicable. Customer may request from Supplier; the current Supplier return and restock fee policy.
29. Supplier provides Customer with Product Data Sheets and Safety Data Sheets [SDS] upon request. Supplier provides this information at no charge to Customer electronically when requested.
30. Customer is responsible to provide all safety gear and material needed to properly and safely place all Supplier Product at Customer worksite.
31. If Customer has specific worksite safety rules or safety plans that employees of Supplier should follow, the Customer must submit such safety rules, items or plans in writing to Supplier a minimum of 3 days [72 hours] in advance of the requested Product delivery date and time.
32. Supplier will invoice Customer electronically through e-mail with weekly invoices and monthly statements. Customer should notify Supplier immediately if invoices are not received. Customer may request invoices and statements from Supplier through the US mail.
33. Customer is responsible to read and communicate safety documents with its employees and its customers. Customer is responsible to follow all manufacturer's recommendations. Customer is responsible for consumer protection and safety at Customer worksite.
34. Supplier provides no warranty for Product including any implied warranty of merchantability or fitness for a particular purpose. Supplier does not warranty Customer actions or workmanship.
35. All concrete, masonry and landscape products require routine maintenance beyond their proper installation. Customer is responsible to educate its consumers of the need for maintenance after installation. Supplier will provide maintenance literature to Customer upon request.
36. Supplier is an authorized distributor for major brands of construction products. Customer is responsible to inspect all Product sold or delivered to Customer to ensure accuracy and product satisfaction. Customer is responsible to notify Supplier immediately upon delivery of any potential problem or damaged Product. No replacement Product is offered by Supplier after Product is installed at Customer worksite. For example: clay brick may be replaced with a legitimate quality objection upon arrival at a Customer worksite, but No replacement brick would be provided after the Customer lays the brick.