

VANDERVART Concrete Products

4930 Frontage Road, Sheboygan, WI 53081
Telephone: 920-459-2400

This application for credit is subject to the terms and conditions set forth in this document dated April 2024

Have you previously established a credit account with VanDerVart Concrete Products? YES / NO	
If YES under what name?	
Name of Applicant:	
Address:	Phone #
City, State, Zip:	
Checkmark the appropriate Credit Applicant type: [] Corporation [] Partnership [] L.L.C. [] Individual	
If a business, is the business Tax Exempt? YES / NO	If YES - Have You Attached Your Tax Exempt Certificate [] 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
Accounts Payable Contact Person Name:	
Accounts Payable Contact Person Phone #:	E-Mail Address:
Owner(s) Name & Title [Primary]	Owners Date of Birth:
Address	
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	
<i>Applicant authorizes the release of financial & credit information regarding applicant and its principals</i>	
Include three current business references by name with contact person, address, phone number, fax number and E-mail address	
Reference 1:	Phone:
Contact:	Account #:
Address:	Email:
Reference 2:	Phone:
Contact:	Account #:
Address:	Email:
Reference 3:	Phone:
Contact:	Account #:
Address:	Email:
Business Insurance: Applicant/Applicants Insurance Provider must submit a certificate of insurance with this application and annually thereafter.	
Email certificate of insurance to AP@vandervart.com	

Applicant hereby authorizes the release of financial and credit information regarding applicant and its principals.
VanDerVart Concrete Products Application for Credit April 2024



QUESTIONS / COMPLETED DOCUMENTS

If you have questions while completing these documents, please contact us by phone at 920-459-2402, or by mail at ap@vandervart.com.

When completed, application documents may be returned to us in one of the following ways:

- In person at one of our locations:
 - Sheboygan Sales Center: 4930 Frontage Road, Sheboygan, WI
 - New Holstein: 2216 Calumet Drive, New Holstein, WI

- By email, send to ap@vandervart.com.

- By mail, send to:
 - VanDerVart Concrete Products, LLC
 - 4930 Frontage Road
 - Sheboygan, WI 53081



Application for Credit
General Terms, Conditions and Policies Agreement
Effective April 2024

VanDerVart Concrete Products, LLC is a material supplier – not a contractor or subcontractor.
VanDerVart Concrete Products, LLC is termed: "Supplier" in this document.
The Credit Applicant named on the credit application is termed: "Customer" in this document.

All concrete, masonry, brick, block, aggregate, steel, rebar, bagged product, packaged product, concrete & masonry accessory, landscape material or any additional items provided by Supplier to Customer is termed "Product". Supplier may provide Product to Customer upon request. Customer is responsible to form, place, construct and/or build and is solely responsible for all labor, workmanship of Product. Supplier does not provide labor at worksite[s] therefore Supplier is not subject to labor performance bonds or project retainage fees. The following is identified as the Agreement by both the Supplier and Customer, to establish credit:

1. Supplier agrees to provide, manufacture and deliver Product to Customer at a mutually agreeable date, time and schedule.
2. Customer agrees to all of Suppliers payment terms including:
 - A. Full payment no later than 30 days from the purchase date with pre-established credit.
 - B. Customer agrees to pay Supplier a finance fee of 1.5% / month on any unpaid balance beyond 30 days from the Product purchase date.
 - C. Accounts over 60 days past due will become Payment on Delivery [P.O.D] until the balance is current.
 - D. Customer agrees to pay Supplier a 3% fee on all transactions paid by credit card.
 - E. NSF checks by Customer to Supplier will be charged an additional fee.
 - F. 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 purchase.
 - G. Customer is required to submit sales tax exemption certificate to Supplier annually, if applicable.
 - H. Customer is solely responsible to immediately notify the corporate office of Supplier of any changes to Customers' business including company shut down, company acquisition, changes in mailing address, contact person or Email address. All notice of change must be submitted in writing to VanDerVart Concrete Products, LLC with an authorized signature of the Customer.
 - I. Supplier reserves the right to close Customers' account or place the account on hold if payment is not made within the terms of this agreement.
 - J. Supplier reserves the right to file an intent to lien and/or place a lien on any property that Supplier provides Product, when complete payment is not made by Customer within these General terms, Conditions and Policies.
 - K. In the event that Supplier is not paid in accordance with all of these terms, the Customer undersigned agrees to pay all costs of collection including attorney fees, court costs, additional fees and bond costs incurred by Supplier, with regard to complete payment of Customer account.
 - L. Customer hereby agrees and accepts, by consideration and execution of this document, that all legal process will be under the jurisdiction of the State of Wisconsin, Sheboygan County.
 - M. Customer agrees these terms and conditions will remain in place until modified by Supplier.
3. Supplier pricing is based on Customer pick up at Suppliers location unless specifically stated otherwise. Delivery is available upon Customer request however a delivery fee is applicable to each delivery.
4. 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. Any change in quantity [increase or decrease] voids the special pricing. If such a situation occurs, Customer agrees that the Product will be at Suppliers' revised price and additional freight charges may apply.
5. Customer understands and agrees that Supplier may record any phone conversation for accuracy.
6. Customer agrees to legibly sign Suppliers delivery/sales ticket[s] and provide a job name, if applicable, for all Product purchased. A copy of each delivery/sales ticket is available to the Customer by Supplier.
7. Insurance: A certificate of insurance is available to Customer upon written request to Supplier.

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8. Insurance: 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 for such project or worksite.
9. Supplier may deliver Product to a worksite address upon Customer request. Customer is responsible to provide Supplier with the delivery address and instruction for each delivery. All completion or delivery dates and/or periods are approximate. Unless delivered by VanDerVart Concrete Products, risk of loss or damage in transit shall pass to Customer when the Product leaves VanDerVart Concrete Products place of business. Supplier is not responsible for property damage or any damage claim resulting from delivery beyond the curb or off-street delivery.
10. Customer placement of an order to 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 as well as any written special pricing document.
11. Supplier is an "authorized distributor" for particular brand names of construction products. Product liability and warranties for distributed products are limited to the rules, policies and warranty of the manufacturer. VanDerVart Concrete Products provides no warranties – all Product is sold "AS IS". Supplier recommends to Customer that it perform any tests it deems necessary to assure itself that the products meet the Customers requirements prior to purchasing to ensure accuracy. Customer is responsible to notify Supplier immediately of any potential problem with a manufactured product.
12. Product provided by Supplier to Customer that is suspected to be out of specification or objectionable should not be put into place. Customer is responsible to notify Supplier immediately of Product that is out of specification and reject it. If Supplier is properly notified and Supplier concurs that Product is out of specification due to Supplier error, Supplier will replace the Product at no additional charge to Customer. Replacement Product is limited to product as provided in its original condition. Product altered or modified by the Customer or by instruction of the Customer is not replaced by the Supplier. Once Customer places Product into construction or into service, Customer has accepted the Product and Supplier is not responsible for the Product.
13. Supplier sells Product to Customer upon request. Customer is responsible to place the Product in a law-abiding manner. Supplier has no responsibility or liability to the use or placement of the Product sold or 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 solely responsible for workmanship, worksite safety, code compliance, worksite maintenance, security and clean-up.
14. Product that is sold on pallets are charged a refundable pallet charge. Pallets are typically refundable upon the undamaged return by Customer. Credit on pallets is limited to the quantity and type of pallets invoiced to the Customer, as monitored by Supplier.
15. Customer may be allowed to return some Supplier stock Products for credit 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 written *Return and Restock Fee Policy*.
16. Supplier reserves the right to implement fees for unforeseen costs or actions beyond its control. If such unforeseen cost or action occurs, Supplier will notify the Customer and identify the fee.
17. 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.
18. Customer is responsible to provide all professional training, safety, and additional material as may be needed to properly and safely place Suppliers Product at Customer worksite.
19. 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.
20. 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.

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21. Customer is responsible to read and communicate safety documents with its employees and its customers. Customer is responsible to follow all manufacturer's recommendations and instructions. Customer is responsible for consumer protection and safety at Customer worksite.
22. All concrete, masonry and landscape products require routine maintenance beyond their proper installation. Customer is responsible to educate its consumers of the need for periodic maintenance after installation. Supplier will provide product literature or information to Customer upon request.
23. Supplier staff member[s] may visit Customers worksites to view its Product[s]. Supplier visit to worksite is not additional labor for Customer. Supplier staff visit to worksite does not constitute approval of construction methods, product placement, procedures or Customer workmanship. Supplier staff members visit to jobsite are not responsible to train Customer staff members.
24. Customer cancellation of a scheduled 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] and the Customer is responsible to pay Supplier for the Product regardless if the Product is taken by Customer.
25. Construction projects may include specifications for testing of product. Supplier does not include in its pricing, jobsite or laboratory testing of its Product or related testing and documentation unless specifically stated in writing for a particular project.
26. Supplier may perform random quality control tests on its Product. Customer agrees to grant Supplier reasonable access to worksite and Product when Supplier performs such testing on its Product.
27. Supplier is governed by the American Society for Testing and Materials - International [ASTM] and Customer agrees to acknowledge ASTM documents pertaining to Suppliers product and/or actions. Customer and Customers assigns are bound to follow ASTM documents and procedures pertaining to Suppliers product and/or actions. Insurance: Supplier carries insurance coverage on its property, equipment and staff. A certificate of insurance is available upon request.
28. Supplier is governed by the American Concrete Institute [ACI] and Customer and Customers assigns are in turn bound to follow ACI documents and procedures pertaining to Suppliers product and/or actions.
29. The American Concrete Institute [ACI] states that exterior concrete placed in the State of Wisconsin shall be 4500 psi @ 28 days with approximately 6% air content and a maximum water/cementitious ratio of .45. Supplier urges compliance with this ACI statement however; it is the Customers responsibility to request this concrete mix and to place the concrete meeting this ACI statement.
30. Ready-mixed concrete pricing is based on Supplier standard delivery hours. 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.
31. One cubic yard is the minimum amount of ready-mixed concrete, masonry grout, slurry or flowable fill Supplier will manufacture and deliver to Customer.
32. Customer is responsible to accept and unload concrete, grout and slurry within a defined period of unloading time. If Customer does not accept and unload the material within the defined period of time, Customer agrees to pay unloading time fee[s].
33. Ready-mixed concrete, grout, slurry and flowable fill are priced as basic units. Actions or additional items required due to weather conditions or by Customer request will be charged as additional fees:
 - 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 admixtures including but not limited to accelerators, retarders, colorant and fiber are available with additional fees paid by Customer.
 - Alternate aggregate options are available with an additional fee paid by Customer.
34. Delivery of less than full truckloads are available with an additional delivery fee paid by the customer.
35. Delivery of ready-mixed concrete requires a Customer-supplied and designated wash area at the Customer jobsite. Customer is responsible for all costs associated with the establishment, maintenance, and removal of wash area[s]. 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 result in an additional fee charged to Customer for each occurrence. Disposing of product or washing into municipal storm sewers is illegal.

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36. Supplier does not allow Customer addition of admixtures or alternate products to Suppliers ready-mixed concrete Product due to potential incompatibility issues. If despite this written policy, Customer alters the concrete mix that Supplier delivers, the Customer assumes complete responsibility for the altered Product, and in such case, Customer will be assessed a concrete truck washout fee for each truckload of altered Product.
37. Environmental conditions will affect the color of concrete products. The water content, humidity and worksite conditions will affect the color of concrete and masonry. Concrete, block and mortar is manufactured with natural aggregate that may affect color. Color is also affected by texture and lighting. Mock up samples should be cast at the worksite when color and texture are an important consideration.
38. Colored concrete and special concrete mixes require Supplier to wash the drum of concrete truck[s] after unloading. Customer agrees to pay Supplier concrete truck washout fee for such when applicable.
39. 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.
40. If Customer elects to place concrete, grout or slurry with a concrete pump, Supplier is responsible to provide such with a slump and air content within specification at the point of discharge from the concrete truck. Supplier is not responsible for the characteristics of the concrete after it is moved by a concrete pump. The operation of the pump, configuration of the boom and reducers in pipe size, will likely alter the slump and air content of the concrete mix, being beyond the control of Supplier.
41. Supplier reserves the right to make deliveries in installments. All such installments, when separately invoiced, shall be paid when due per invoice, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve the Customer of its obligations to accept remaining deliveries. Supplier shall not be liable for any damage as a result of any delay due to any cause beyond Suppliers reasonable control, including but not limited to any act of God, act of Customer, 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 Supplier 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 Customer. All costs incident to the erection of Product at Customers site shall be borne by the Customer.
42. Supplier liability with respect to any breach of this Agreement or any breach of any warranty that would be found to exist shall in no event exceed the contract price. Supplier 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 Supplier or any undertakings, acts or omissions relating thereto, and (3) all consequential, incidental and contingent damages whatsoever. Without limiting the generality of the foregoing, Supplier 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.
43. The Customer shall indemnify Supplier [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 Supplier may incur as a result of any claim by Customer or others arising out of or in connection with the Products sold hereunder and based on Product or service defects not proven to have been caused solely by Supplier negligence.
44. If any of these Terms, Conditions and Policies shall be deemed illegal or unenforceable, only such illegal or unenforceable points shall be removed or negated and the remaining points on the document will remain in effect and enforceable.

**VanDerVart Concrete Products, LLC
General Terms, Conditions and Policies Agreement**

I the undersigned acknowledge receipt of the 44 General Terms, Conditions and Policies of VanDerVart Concrete Products, LLC [Supplier] defined in this credit application [Agreement] dated April 2024. I understand and acknowledge the General Terms, Conditions and Policies constitute the entire agreement between the Customer [Credit Applicant] and Supplier [VanDerVart Concrete Products, LLC]. I the undersigned guarantee my acceptance and compliance with each of the terms and conditions as specified in this Agreement.

I have furnished credit references that represent the Customers recent business transactions and I consent to these references sharing receivable amounts and terms of payment with VanDerVart Concrete Products regarding the Credit Applicant and its owner[s].

An authorized signature of the Applicant is required to process this application for credit. [Agreement]. I acknowledge that the information furnished by me is for the purpose of requesting credit and that I am authorized, in my capacity, to bind my company accordingly.

Print Name of Credit Applicant or Financial Manager, Title, Signature of Applicant and Date.

An authorized hand signature (not computer generated) is required to process the application.

Print Name of Credit Applicant [Customer] Title

Signature of Credit Applicant [Customer] Date