

BUSINESS CREDIT APPLICATION

BUSINESS CONTACT INFORMATION

Company name:		
Email:	Phone:	Fax:
Mailing address:		
City:	State:	ZIP Code:
Physical address:		
City:	State:	ZIP Code:
Year business commenced:	Entity type:	Federal EIN:
A/P contact name:		Email:
How would you like to receive invoices: ☐ MAIL OR ☐ EMAIL		

BUSINESS/TRADE REFERENCES

COMPANY NAME:		
Phone:	Email:	Fax:
Address:		
City:	State:	ZIP Code:
COMPANY NAME:		
Phone:	Email:	Fax:
Address:		
City:	State:	ZIP Code:
COMPANY NAME:		
Phone:	Email:	Fax:
Address:		
City:	State:	ZIP Code:

MEMBERS/OWNERS

OWNER NAME:		
Address:		
City:	City:	ZIP code:
OWNER NAME:		
Address:	Owner address:	Owner address:
City:	City:	ZIP code:

BANK REFERENCES

BANK NAME:		
Contact:	Phone:	
Address:		
City:	State:	ZIP Code:
Checking Account #:	Savings Account #:	

By signing below, I authorize the above reference bank to release information about our accounts, outstanding credit line and payment history to CDS Aggregates LLC to be used solely to establish an account. This information is to be kept strictly confidential.

Signature *(must be an authorized signer on bank accounts)*

Date

CDS AGGREGATES LLC ("CDS")

Standard Terms & Conditions

1.1 Invoices and Payment: Invoices are due and payable within 10 days of invoice date. Unless stated otherwise in a written purchase order or agreement, terms of payment are net cash, due on the 10th day of the month following the invoice date, payable in U.S. currency.

1.2 Default: Customer's default under these terms and conditions or the terms and conditions related to any other credit extended by CDS to customer will constitute immediate default by customer on all credit obligations to CDS. In the event any particular bill is not paid when due (or any other default under these terms and conditions) the delinquent bill shall be automatically deemed delinquent and all sales, regardless of prior terms, may become immediately due and owing upon demand by CDS. For each delinquent account, CDS has the right to, in its discretion, charge a monthly service charge equal to the highest annual percentage rate allowed by law. Late fees shall be due on all past due accounts up to the maximum amount allowed by the law.

1.3 Enforcement: Any account with a delinquent balance may, in CDS's discretion, be placed on a 'credit hold,' after which no further credit will be extended and no further sales will be made until the account is brought current. CDS may file preliminary notices, pre-liens, mechanics liens, and UCC filings whenever necessary or required by law.

1.4 Credit Check: Customer authorizes CDS to obtain credit reports, bank references, employment history, and other information for the purpose of determining the extension or continuation of credit to the Customer. Customer agrees to answer questions about credit experience and provide all reasonably relevant information if requested by CDS. Customer agrees that CDS may retain this application even if credit is denied. If this application is denied, Customer has the right to provide a written statement of the specific reason of denial within 30 days of the date Customer is notified of the decision. Any such statements must be provided by certified mail in writing to CDS Aggregates LLC, Attn: Credit Department, 125 McGee St. SE, East Wenatchee, WA 98802.

1.5 Credit Use and Termination: If credit is granted by CDS, customer shall use such credit for commercial purposes only. Nothing herein shall require CDS extend credit to customer. CDS may terminate any credit availability at an time within its sole discretion.

1.6 Change in Ownership: Customer agrees to notify CDS in writing, via certified mail to CDS Aggregates, LLC, Attn: Credit Department, 125 McGee St. SE, East Wenatchee, WA 98802, thirty (30) days prior to any change in the ownership, name, or business structure of customer and further agrees to be jointly and severally liable for all purchases by the new business structure and/or owners should said notification not be given.

1.7 No Discrimination: The Federal Equal Credit Opportunity Act/Regulation B prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has, in good faith, exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with the law concerning this credit is the Federal Trade Commission, Division of Credit Practices, 6th and Pennsylvania Avenue, NW Washington, D.C. 20580.

1.8 Oral Agreements to Extend Credit: Oral agreements or oral commitments to extend credit, or to forebear from enforcing repayment of a debt are not enforceable under Washington law.

1.9 Materials: Unless otherwise discussed, CDS warrants that all materials are new, of workmanlike quality, and of the type and gradation represented at time of purchase. It is customer's responsibility to inspect materials upon receipt. Customer has the right to reasonably reject materials upon that inspection. Once the materials are loaded into customer's vehicle or, in the event of an agreed delivery by CDS, removed from CDS's vehicle at customer's designated location, the materials shall be deemed received and accepted by Customer. CDS expressly disclaims any and all warranties upon customer's receipt and after reasonable opportunity for customer's inspection.

1.10 Incorporation of Terms and Conditions: Each sale agreement or purchase order, its terms and conditions, and other written agreements related thereto between CDS aggregates and customer are incorporated herein by reference and, together with this application, form the entire Agreement. In the event any terms of these documents conflict, the terms of the sale agreement or purchase order shall take precedence.

1.11 Attorneys Fees and Venue: Customer agrees to pay all reasonable attorney fees, collection costs, bankruptcy fees, appellate costs, lien foreclosure costs, and court costs incurred by CDS in enforcing these terms and conditions. Venue for any suit brought shall be in Douglas County, Washington unless waived by the Company. This application shall be governed by the laws of the state of Washington.

1.12 Time is of the Essence: Time is of the essence to this application.

1.13 No Oral Modifications: Any change in the terms of this application must be mutually agreed to by both parties in a signed writing. This application supersedes all preceding applications and agreements between customer and CDS.

1.14 Severability: In the event any of these terms or conditions are determined to be invalid or unenforceable under Washington law, that term or condition shall be severed and the remaining terms and conditions shall remain enforceable and in full effect.

Credit Agreement

Certification: The person(s) signing this Application certify that they have the authority to apply for credit on behalf of the Applicant and that all information herein is accurate and complete. The person(s) signing this Application also certify that they have read and agree with the Standard Terms & Conditions detailed above.

Signature

Date

Printed Name

Title

PLEASE REMIT SIGNED APPLICATION TO ACCOUNTING@CDSAGGREGATES.COM OR FAX TO (509) 884-3625.