

J&R Concrete Products Inc.

CREDIT APPLICATION

440 W. Markham St.
Perris, CA 92571

Phone (951)943-5855 Fax (951)940-9207

GENERAL INFORMATION

Company Name: _____ Telephone No.: _____
Accts. Payable Contact: _____ Fax No.: _____
Contact Name: _____ Title: _____
Billing Address: _____ City: _____
State: _____ Zip Code: _____
Street Address: _____

Year Established: _____ At Present Location Since: _____
Description of Business: Corporation Partnership Individual
Contractors License No.: _____ Resale No.: _____

BANK DATA:

Name of bank _____ Acct. No.: _____
Contact Name: _____ Branch: _____
Address: _____ City: _____
State: _____ Zip Code: _____
Name of Account: _____ Telephone No.: _____

TRADE REFERENCES:

(1.) Company: _____ Telephone No.: _____
Address: _____ Fax No: _____
(2.) Company: _____ Telephone No.: _____
Address: _____ Fax No: _____
(3.) Company: _____ Telephone No.: _____
Address: _____ Fax No: _____

NAMES & TITLES OF OFFICERS

Telephone No.: _____
Telephone No.: _____
Telephone No.: _____

SIGNED: _____ **TITLE:** _____ **DATE:** _____

J&R Concrete Products Inc.

440 W. MARKHAM ST. PERRIS, CA 92571 (951)943-5855 FAX(951)940-9207

**REQUEST FOR
PRELIMINARY INFORMATION**

LENDER:

PHONE #: ()

OWNER

PHONE #: ()

ORIGINAL CONTRACTOR:

PHONE #: ()

LOCATION:

PLEASE FAX BACK AS SOON AS POSSIBLE TO (951) 940-9207

J&R Concrete Products Inc.

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BANK INFORMATION

Name Of Company: _____

Address: _____

Phone: _____ Fax: _____

Bank Name: _____

Branch Location: _____

Bank Phone No: _____ Fax: _____

Contact At Bank: _____ Title: _____

Savings Account No: _____

Other Accounts: _____

I hereby authorize the release of any information pertaining to my company's checking, savings, and/or any other type of account listed above to:

J&R Concrete Products, Inc.
440 W. Markham Street
Perris, CA. 92571
Phone: (951) 943-5855 Fax: (951) 940-9207

All information above to be held in the strictest of confidence.

Authorized by: _____ Date: _____
NAME & TITLE OF AUTHORIZED SIGNER

Authorized Signature: _____

J&R Concrete Products Inc.

440 W. MARKHAM ST. PERRIS, CA 92571 (951)943-5855 FAX(951)940-9207

TERMS & CONDITIONS

THE FOLLOWING TERMS AND CONDITIONS APPLY TO ALL PRODUCTS SOLD BY J&R CONCRETE PRODUCTS WHETHER MANUFACTURED BY US OR OTHERS, AND SHALL CONTROL OVER ANY INCONSISTENT TERMS OR CONDITIONS IN THE BUYER'S ORDER OR ACCEPTANCE.

CREDIT TERMS

PAYMENT TERMS ARE NET 30 DAYS FROM DATE OF INVOICE UNLESS OTHERWISE SPECIFIED. J&R CONCRETE PRODUCTS, INC., RESERVES THE RIGHT TO REQUIRE ALTERNATE PAYMENT TERMS INCLUDING SIGHT DRAFT, LETTER OF CREDIT, PAYMENT IN ADVANCE, PERSONAL GUARANTEE, PAYMENT ON A C.O.D. BASIS, OR MAKE SHIPMENTS ON A C.O.D. BASIS. PRICES, QUOTATIONS AND CONTRACTS ARE SUBJECT TO STATE TAXES APPLICABLE AT THE TIME OF SALE. A SERVICE CHARGE OF 1.5% PER MONTH WILL BE CHARGED ON ALL PAST DUE INVOICES.

QUOTATIONS

QUOTATIONS WILL STAND FOR 30 DAYS UNLESS OTHERWISE STATED IN WRITING. MERCHANDISE ORDERED, BUT NOT PICKED UP OR DELIVERED WITHIN 30 DAYS WILL BE SUBJECT TO ANY PRICE CHANGE. PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE AND F.O.B. DESTINATION UNLESS OTHERWISE STATED.

PRICES AND PACKAGING

MATERIALS SOLD ARE SUBJECT TO ANY SALES TAX OR ANY OTHER TAX WHICH MAY BE APPLICABLE TO THE SALE OR DELIVERY OF MATERIALS. THERE IS A PALLET CHARGE OF \$5.00 WHEN MATERIALS ARE NOT ORDERED IN FULL PALLET QUANTITIES. PALLETS ARE NON-RETURNABLE. ORDERS ON ACCOUNT REQUIRE A MIN. \$50.00 PURCHASE. ORDERS OF LESS THAN \$50.00 WILL BE MADE ON A C.O.D. BASIS.

WILL CALL

ALL WILL CALL ORDERS WILL BE HELD FOR 30 DAYS FROM DATE ORDERED, THEN RETURNED TO STOCK AND THE ORDER AUTOMATICALLY CANCELLED.

DELIVERIES

THERE WILL BE NO DELIVERY CHARGE FOR DELIVERIES OF 18 PALLETS OR MORE AND MADE WITHIN A 50-MILE RADIUS TO SUPPLIERS YARD, UNLESS SPECIFIED BY THE GENERAL MANAGER OF J&R CONCRETE PRODUCTS, INC. DELIVERIES WILL BE MADE TO BUYER'S DESTINATION ONLY WHEN IT IS ACCESSIBLE TO TRUCKING EQUIPMENT BY UNASSISTED TRAVEL AND THE UNLOADING OF VEHICLES IS PERMITTED IMMEDIATELY UPON ARRIVAL. IT IS THE SOLE RESPONSIBILITY OF THE CUSTOMER TO OFFLOAD THE PRODUCT. ANY ADDITIONAL COSTS INCURRED BY FAILURE TO MEET THESE CONDITIONS WILL BE PAID BY THE BUYER.

STANDBY TIME

NO CHARGE IS MADE FOR NORMAL UNLOADING TIME WHICH IS 3 MINUTES PER PALLET, STANDBY TIME IN EXCESS OF THIS IS CHARGED AT A RATE OF \$120.00 PER HOUR.

FREIGHT CLAIMS

CARRIERS ARE RESPONSIBLE FOR ALL GOODS THAT ARE DAMAGED, BROKEN, OR LOST. ALL CLAIMS SHOULD BE MADE TO THE CARRIER.

WARRANTY

ALL PRODUCTS MANUFACTURED BY J&R CONCRETE PRODUCTS, INC. ARE WARRANTED TO BE MANUFACTURED IN ACCORDANCE WITH OUR SPECIFICATIONS AND INDUSTRY STANDARDS. IF A PRODUCT IS FOUND TO BE DEFECTIVE, UPON WRITTEN NOTICE THE PRODUCT WILL BE REPLACED WITHOUT CHARGE. ALL CLAIMS FOR REPLACEMENT MUST BE FILED WITHIN 5 DAYS OF ORIGINAL SHIPMENT. WE SHALL HAVE NO LIABILITY FOR ANY DAMAGES, COSTS, OR EXPENSES OF ANY NATURE WHATSOEVER CAUSED BY OR ARISING FROM ANY DEFECTS OR NON CONFORMITIES IN ANY OF THE MATERIALS SOLD BY US, INCLUDING WITHOUT LIMITATION, COSTS AND EXPENSES INCURRED TO LOCATE AND UNCOVER THE DEFECTIVE MATERIALS AND INSTALL REPAIRED OR REPLACEMENT MATERIALS. THE MATERIALS SOLD BY US WHICH ARE MANUFACTURED BY OTHERS ARE NOT WARRANTED BY US, EITHER EXPRESSED OR IMPLIED, AND WE DISCLAIM ANY IMPLIED WARRANTY OF MERCHANTABILITY AND WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

RETURNED GOODS

SPECIAL PRODUCTS MANUFACTURED FOR A PARTICULAR PROJECT ARE NOT SUBJECT TO RETURN FOR CREDIT. PRIOR TO ANY RETURN OF MATERIALS OTHER THAN SPECIAL MATERIALS WRITTEN CONSENT MUST BE OBTAINED FROM US. FOR SUCH RETURNS, YOU MUST LIST THE MATERIALS AND PROVIDE ORIGINAL PURCHASE INFORMATION AND THE DATE OF OUR INVOICE. CREDIT WILL BE ISSUED ON RESALEABLE AND UNDAMAGED MATERIALS ONLY AND WILL BE SUBJECT TO INSPECTION AT OUR PLANT. RETURNED GOODS MUST BE RETURNED WITHIN 60 DAYS OF ORIGINAL INVOICE. CREDIT WILL BE ISSUED ON STANDARD STOCK ITEMS ONLY AND MUST BE APPROVED BY J&R CONCRETE BEFORE RETURNING. A 20% RESTOCKING CHARGE WILL BE APPLIED TO ALL ITEMS RETURNED FOR CREDIT. MERCHANDISE RETURNED BECAUSE OF AN AGREED ERROR OF J&R CONCRETE PRODUCTS, INC., WILL BE REPLACED OR CREDITED WITHOUT EXPENSE TO THE BUYER.

SHORTAGE CLAIMS

IN ORDER TO VALIDATE ANY CLAIMS OF SHORTAGES, THEY MUST BE FILED WITHIN 24 HOURS FROM DELIVERY DATE. SHIPMENTS MUST BE INSPECTED BY YOU BEFORE UNLOADING TO ASCERTAIN ANY SHORTAGES. SHORTAGE CLAIMS MUST BE MADE BY NOTATION ON DELIVERY SLIP AND A COPY PROVIDED TO US.

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TERMS OF CREDIT

- A. Our terms of payment are NET 30 DAYS from date of invoice.
- B. Applicant shall supply J & R CONCRETE PRODUCTS, INC. with California Preliminary Notice information prior to the start of each job to which J & R will be supplying materials.
- C. Any company who is 60 to 90 days in arrears could possibly be put on a COD basis.
Any company who is 120 days or more in arrears will be placed on a Cash in Advance Basis.
- D. Should placing an account into collection become necessary to collect any and all monies due on applicant's account, applicant agrees to pay any and all collection costs.
- E. Should litigation be commenced by J & R CONCRETE to recover any money due for purchases made on the applicant's account, the prevailing party shall be awarded reasonable attorney's fees and costs therein.
- F. The applicant understands and agrees to the aforementioned credit terms and declares that the information given on this application is true and correct to the best of applicant's knowledge.

Name of Company:_____

Signature of Authorized Signer:_____

Date Signed:_____

J&R CONCRETE PRODUCTS, INC.

Sales Terms and Warranties

CREDIT TERMS

All orders are subject to credit approval and acceptance of the seller. For customers with approved credit, payment terms are net 30 days from date of the invoice, unless otherwise specified by the seller. J&R Concrete Products, Inc. reserves the right to require alternate payment terms, including sight draft, letter of credit, payment in advance, personal guarantee, or payment on a C.O.D. basis. Credit privileges are subject to continuing approval by the seller. A deposit may be required for special orders.

QUOTATIONS

Quotations will stand for 30 days, unless otherwise stated in writing. Merchandise ordered, but not picked up or delivered within 30 days, will be subject to any price change. Prices are subject to change without notice. The order is F.O.B., unless stated otherwise.

TAXES

Prices, quotes, and contracts are subject to any applicable federal, state, municipal, or other taxes that are required by law. If J & R Concrete Products, Inc. does not set the product at the time of delivery, sales tax will be charged.

CONTRACTS, LIABILITY, & DELAYS

All orders and agreements taken by agents or representatives are subject to final acceptance by J&R Concrete Products, Inc. J&R Concrete shall not be liable for any delay or failures in making delivery where occasioned by strikes or differences with workmen or by any causes beyond the control of J&R Concrete Products, such as, but not limited to, fires, floods, accidents, action of any government authority or agency, or shortages of labor, raw materials, production facilities, or transportation. J&R Concrete shall not be liable for any incidental or consequential damages that are directly or indirectly arising out of any such delays, damages, or losses.

Without in any manner limiting any other term of this agreement, the Buyer agrees that in any event, J&R Concrete shall not be liable for damages for injuries to persons or property or other

incidental or consequential damages under any tort, negligence, strict liability, contract or other legal or equitable theory, including indemnity, or liquidated damages. J&R Concrete shall have no liability for Buyer's cost of effecting cover, or for the loss of profit, revenue, or property arising out of the delivery, installation, or use of Seller's material or products, even if J&R Concrete shall have been advised of the possibility of such potential loss or damage. J&R Concrete shall not be liable for any delays or defaults in making deliveries, including but not limited to action of any government authority, shortage of labor, raw materials, production facilities or transportation, labor difficulties, delays of other companies or contractors, fires, floods, earthquakes, shortages of trucks or equipment, fuel, material, riot, or accidents.

DELIVERIES

J&R Concrete Products, Inc. reserves the right to ship orders at the most economical rate. Where buyer requests special packaging, handling or shipment, the additional cost will be billed to the Buyer. Quoted delivery times are based on estimates at the time of quotation. J&R Concrete will devote its best efforts to meeting delivery schedules but assumes no liability for additional costs or damages resulting to buyer or any one else arising from late deliveries. Deliveries will be made to Buyer's destination only when it is accessible to trucking equipment selected by J&R Concrete by unassisted travel and the unloading of vehicles is permitted to proceed immediately upon arrival. In "bottom of hole" deliveries, excavation, shoring, if required, and grading must be completed and safety measures in place prior to J&R Concrete's delivery truck and setting equipment's arrival at setting site with free and clear access available to that hole site. Any additional costs incurred by J&R Concrete through failure of buyer to meet said conditions will be billed to Buyer. J&R Concrete reserves the right to refuse to make delivery in any instance when J&R Concrete believes delivery to be unsafe or impracticable.

LABOR

Excavation must be properly prepared and ready to receive the vault at the time specified on the order, and Buyer must provide labor (a minimum of two men) to assist in setting a vault unless otherwise arranged. Cost of the provided labor shall be borne by Buyer.

EXCESS STAND-BY CHARGE

Stand-by time, resulting from a lack of, or incomplete preparation by the customer and/or contractor, at any job site, will be charged for at a rate of \$120.00 per hour set by J&R Concrete Products, Inc. or a fraction thereof.

GROUTING

The customer and/or contractor shall be responsible for all backfilling, tamping, finished grading and all grouting of neck risers, knockouts, and frames.

FRIEGHT CLAIMS

Carriers are responsible for all goods that are damaged, broken, or lost. All claims should be made to the carrier.

RETURNED GOODS

Merchandise may not be returned for credit without prior approval and written authorization issued by appropriate J & R Concrete Products' personnel. Credit will be given only for standard stocking items, provided that the material has not been damaged or used. For materials approved for return, the buyer will be charged a 20% restocking charge, except on items returned and replaced under warranty. Special or modified orders may not be returned. Credit will be given on resaleable material only. Buyer shall inspect the merchandise upon receipt and report any shortages or problems within 24 hours of delivery.

TESTING

Where the Buyer requests tests or inspections beyond regular J&R Concrete Products inspections provided on all products, the actual costs of such tests or inspections shall be charges to the Buyer's account unless otherwise arranged.

WARRANTY

Standard Products: J & R Concrete Products, Inc. warrants to replace, without charge, those of its products that are proven to have manufacturing defects within one (1) year of the delivery date. To file a warranty claim, the buyer must notify J & R to inspect the alleged defective product. Improper handling, installation, or operating conditions nullifies this warranty.

Special Products: J & R Concrete Products, Inc. warrants to replace, without charge, those non-standard products proven to be defective only with respect to dimensional requirements within one (1) year of the delivery date. To file a warranty claim, the buyer must notify J & R to inspect the product alleged to be dimensionally defective.

Products Manufactured by Others: Products sold by J & R, which are manufactured by others, are warranted only to the extent of limits of the warranty of the manufacturer.

Disclaimer for Standard & Non Standard Products: The foregoing warranties are in lieu of all other warranties, expressed or implied, oral or written, including the warranties of merchantability and fitness for a particular purpose. In no event shall J & R Concrete Products, Inc. be responsible for consequential or incidental damages of any kind including, without limitation, any expense for removal or reinstallation resulting from any defect, including any dimensional defect involving non-standard products.

