NEW	
UPDATE	
ACCOUNT #:	

**Pioneer Concrete Pumping of Florida, Inc.** A/R CUSTOMER CREDIT APPLICATION/INFORMATION UPDATE PLEASE COMPLETE AND RETURN BY MAIL 8812 INDUSTRIAL DR TAMPA, FL 33637 AND FAX TO: (813) 985-5242

<b>COMPANY NAM</b>	E:				
PHYSICAL ADDI	RESS:				
CITY:		ST	ATE:	ZIP_	
BILLING ADDRE	SS				
CITY			STATE:		<b>ZI</b> P·
	STATE:ZIP: FAX:				
D/B/A:					
Please list on a separate subdivisions should be bi			p, subsidiarie	es and other na	ames doing business as, and
IS BUSINESS:	-		n.		Ind
State of Corp.:					
Tax Exampt? Vas	or No. #	I cal	rcu. FYP	<b>ID</b> π	se return copy of certificate)
Tax Exempt: 105	<b>01</b> 110 $\pi$		ЦЛІ	(rieds	se return copy of certificate)
CONTRACTORS	LICENSE #:				_ EXP:
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Purchasing Contact:					
Phone:		Ext.:	Fax:		
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(If more than one conta				)	
Purchasing Contact:					
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Owner/ Officer (s):					
Name:		_ S.S.N.#		Titl	e
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Name:					e

## **CREDIT REFERENCES**

PLEASE LIST BUSINESS REFERENCES INCLUDING COMPANY NAME, MAILING ADDRESS, CONTACT NAME, ACCOUNT NUMBER, TELEPHONE AND FAX NUMBERS.

## PLEASE LIST CREDIT DEPARTMENT FAX NUMBERS

1)		2)	
	Contact:		Contact:
	Account #:		Account #:
	Phone #:		Phone #:
	Fax #:(required)		Fax #:(required)
3)		4)	
	Contact:		Contact:
	Account #:		Account #:
	Phone #:		Phone #:
	Fax #:		Fax #:

PLEASE FAX TO (813-985-5242) AND MAIL YOUR ORIGINAL <u>SIGNED</u> APPLICATION TO :

PIONEER CONCRETE PUMPING OF FLORIDA, INC. ATTN: CREDIT DEPARTMENT 8812 INDUSTRIAL DRIVE TAMPA, FL 33637

## TERMS AND CONDITIONS OF SALE AND EXTENSION OF CREDIT THIS CREDIT APPLICATION AND AGREEMENT IS GOVERNED BY THE LAWS OF THE STATE WHERE THE SELLER BRANCH PERTINENT TO THE TRANSACTION IS SITUATED.

- 1. SELLER MAKES NO WARRANTIES OR GUARANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATIONS, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, UNDER NO CIRCUMSTANCE SHALL SELLER BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.
- 2. PAST DUE ACCOUNTS SHALL BE SUBJECT TO A FINANCE CHARGE (INTEREST). STARTING ON THE 26<sup>TH</sup> OF THE MONTH PAST DUE. ON THE UNPAID PRINCIPAL AMOUNT AT THE HIGHEST LAWFUL RATE. THE AMOUNT CHARGED SHALL NOT EXCEED THE LAWFUL RATE ESTABLISHED BY THE STATE WERE SELLER BRANCH PERTINENT TO THE TRANSACTION ITS SITUATED, WHICH MAY BE IN EFFECT FROM TIME TO TIME. PAYMENTS RECEIVED SHALL BE APPLIED FIRST TO INTEREST THEN TO PRINCIPAL, WITH THE PAYMENT BEING APPLIED TO OLDEST BALANCE FIRST. CREDIT PRIVILEDGES MAY BE SUSPENDED/WITHDRAWN DUE TO PROLONGED DELIQUENCY.
- 3. ANY DISTPUTED ITEM, TERM OR PROVISION OF SELLERS PRINTED INVOICE OR STATEMENT, CLAIM OF DAMAGE, SHALL BE MADE IN WRITING BY THE CUSTOMER AND SENT TO THE SELLER WITHIN 10 DAYS OF DATE OF SHIPMENT, IN ORDER TO BE CONSIDERED A REASONABLE CLAIM.
- 4. UNLESS EXPRESS AND SPECIFIC WRITTEN INSTRUCTION ARE GIVEN TO SELLERS CUSTOMER FINANCIAL SERVICES DEPARTMENT TO THE CONTRARY ALL EMPLOYEES OR OFFICE OR JOBSITE PERSONNEL, OR APPARENT AGENTS OF THE CUSTOMER SHALL BE AUTHORIZED TO MAKE PURCHASES TO THE ACCOUNT AND SIGN FOR RECEIPT OF MATERIALS DELIVERED ON BEHALF OF THE CUSTOMER.
- 5. IN CONSIDERATION OF ANY EXTENSION OF CREDIT BY SELLER SHOULD ANY INDEBTEDNESS NOT BE PAID IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF SALE AND EXTENSION OF CREDIT, THE UNDERSIGNED CUSTOMER AGREES TO PAY ALL COST OF COLLECTION PLUS REASONABLE ATTORNEY FEES AND DOES HEREBY WAIVE PRESENTMENT AND NOTICE OF DEFAULT AND STIPULATE TO VENUE IN THE COUNTY AND STATE OF SELLERS CHOICE.
- 6. THE APPLICANT AGREES TO NOTIFY SELLER IN WRITING VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED WITHIN (7) DAYS OF A CHANGE IN OWNERSHIP OF FORM OF APPLICANT'S BUSINESS, OR CREDIT IS SUSPENDED. NOTICE IS TO BE SENT TO THE SELLER'S REGIONAL OFFICE, ATTENTION: CREDIT MANAGER.
- 7. SELLER RESERVES THE RIGHT TO REQUEST ADDITIONAL FINANCIAL INFORMATION, INCLUDING FINANCIAL STATEMENTS, FROM APPLICANT AT ANY TIME AS A CONDITION PRECEDENT TO ADDITIONAL SALES.
- 8. IT IS AGREED THAT JOB ACCOUNTS MAY BE SET UP AS NECESSARY B SELLER AND FURTHERMORE, ALL TERMS AND CONDITIONS OF SALE AND EXTENSION OF CREDIT APPLY.
- 9. NOTICE TO OWNER WILL BE SENT BY SELLER ON ALL JOB ACCOUNTS OR WHEN DEEMED NECESSARY.
- 10. SELLER RESERVES THE RIGHT TO STOP SHIPMENTS ON JOB ACCOUNTS THAT EXCEED CREDIT LIMITS AND/OR INVOICE TERMS.
- 11. NO PAYMENTS DUE SELLER SHALL BE SUBJECT TO ANY OFFSET OR CLAIM, BUT SHALL BE PAID TO SELLER WHOM DUE REGARDLESE OF ANY CLAIM OR DISPUTE.
- 12. ALL DELIVERIES ARE MADE AT CUSTOMER'S RISK WITH RESPECT TO ANY DAMAGES TO SIDEWALKS, DRIVEWAYS, BUILDING, TREES, SHRUBBERY, LAWNS AND SEPTIC TANKS ETC. SELLER DOES NOT ASSUME ANY RESPONSIBILITY FOR DAMAGE CHARGES WHATSOVER. ALL DELIVERIES ARE SUBJECT TO A DELIVERY CHARGE, WHICH IS IN ADDITION TO THE QUOTED PRICE.
- 13. IN THE EVENT THAT CUSTOMER'S ELECTS NO TO HAVE A REPRESENTATIVE ON A JOBSITE TO ACCEPT DELIVERY OF THE MATERIAL, SAID CUSTOMER ELECTS THE RESPONSIBILITY FOR THE MATERIAL AND THE CORRECTNESS OF THE COUNT AS SHOWN BY SELLERS DELIVERY TICKET.
- 14. THE AGREEMENT SHALL BE BINDING UPON APPLICANT AND ITS HEIRS, SUCCESSORS, ASSIGN, ESTATES AND PARENT OR SUBSIDIARY CORPORATIONS.

THE UNDERSIGNED, HEREIN TO AS CUSTOMER, IN EXCHANGE FOR, AND AS INDUCEMENT FOR, SELLER TO EXTEND CREDIT, HEREBY JOINTLY AND INDIVIDUALLY ACKNOWLEDGE AND AGREE TO THE ABOVE TERMS AND CONDITIONS OF SALE AND EXTENSION OF CREDIT. THE UNDERSIGNED HEREBY CERTIFIES THAT THE INFORMATION FURNISHED IS TRUE AND CORRECT AND CERTIFIES THAT HE/SHE IS AUTHORIZED TO SIGN FOR AND TO BIND THE APPLICANT(S). THE UNDERSIGNED AUTHORIZES SELLER TO OBTAIN ANY CREDIT REPORTS THAT IT MAY REQUIRE FROM ANY CREDIT REPORTING AGENCY.

WITNESS

CUSTOMER SIGNITURE

DATE

PRINTED NAME