

SKYWAY CEMENT COMPANY LLC

Plant Address:
3020 E. 103rd St.
Chicago, IL 60617

Credit Application and
Standard Terms of Sale

Office Address:
PO Box 442
La Salle, IL 61301
815-224-2112
815-224-4358 fax

Please print or type the information requested.
Please return to the attention of Stacie Biers via email to sbiers@skywaycement.com

BUSINESS/CONTACT INFORMATION

Business Name _____

Mailing Address _____ Physical Address _____

Telephone Number _____ E-mail _____

Principal/Officer Names and Titles:

Printed _____ Title _____

Printed _____ Title _____

Printed _____ Title _____

Corporation _____ **Partnership** _____ **Proprietorship** _____

Federal ID Number _____

Is purchase for resale? ___Yes* ___No Sales Tax # _____

*If yes please provide state required tax exemption documentation

Length of time in business _____

Estimated Purchases:

Quantity per month: _____ Quantity per year: _____

In consideration of the processing by Skyway Cement Company LLC of this application, and extension of credit to Applicant (if so decided by Skyway Cement Company LLC), and the making of any sale to Applicant (if so decided by Skyway Cement Company LLC), Applicant agrees to the terms on the reverse side of this application are an integral part of this application and agreement.

Signature of officer or owner Date

Print or type name of signatory Title

TERMS AND CONDITIONS OF SALE

(Applicable to all purchases and sales of Seller's products ("Products(s)"))

1. **ACCEPTANCE.** The Agreement contains the full understanding of the Parties and supersedes all other agreements, written or oral, regarding its subject matter. Except as otherwise provided by written agreement subsequently executed by both Buyer and Seller, these Terms and Conditions shall supersede the terms and condition of Buyer's order and no prior or subsequent understanding, agreement, term, conditions or trade custom at variance with or supplemental to these Terms and Conditions shall be binding on the Seller. Acceptance or delivery of the Products hereunder shall constitute acceptance of these terms and conditions. Products will be deemed accepted by Buyer unless Seller is notified in writing or non-acceptance within ten (10) days after receipt by Buyer. Any claim with respect to a Product sold hereunder, including claims based on shortages of goods, will be waived if not brought in writing within ten (10) days of receipt of that shipment or delivery. Buyer's rights with respect to Products rightfully rejected will be limited to the rights set forth in Article 7 below. No Product may be returned without Seller's written consent.
2. **RISK OF LOSS.** Title to and risk of loss of the Products purchased hereunder shall pass to Buyer upon delivery at Seller's designated facility to Buyer or carrier.
3. **WEIGHT AND SHIPMENT.** Unless Buyer provides transportation or indicates shipping instructions at the time of placing its order, Seller shall, without liability, select the route and carrier by which shipment will be forwarded. Except as otherwise agreed herein, quotations and sales are F.O.B. point of shipment, and weight as determined by Seller's scales and methods of measurement shall govern. Freight expense, standby or detention charges, fleeting, local switching, demurrage, car service or destination, terminal or cleaning charges shall be borne by Buyer.
4. **TERMS OF PAYMENT.** Upon approval of Buyer's credit, all invoices will be due at the gross amount and payable not later than the last day of the month following shipment. Any amount unpaid after the last day of the month following shipment will bear interest from the first day of the second month following shipment until paid, at the interest rate of 1½% per month, or at the maximum rate allowed by law, whichever is less. In addition to the interest, upon any breach or default, Seller shall be entitled to all rights under the Uniform Commercial Code, all rights at law and in equity, court costs, collection agency and attorney's fees and expenses. If at any time financial responsibility of the Buyer becomes impaired or unsatisfactory to Seller, cash payment or security satisfactory to Seller may be required in advance of shipment. Each shipment shall be considered a separate and independent transaction and payment therefor shall be made accordingly. Prompt payment discounts may be offered for certain sales. In these instances, the discount listed on the invoice may be deducted from the total amount of the invoice, provided the invoice is paid in full on or before the tenth (10th) day of the month following the month of shipment and provided no previous items remain unpaid.
5. **SECURITY INTEREST.** Seller shall have the right, at its option, to retain a security interest in the Products sold or shipped and to require Buyer to execute a security agreement and financing statements to be filed under the application filing provisions of the Uniform Commercial Code of the state in which the Product is located. Buyer hereby grants such security interest to Seller.
6. **LIMITED WARRANTY.** The Products shall conform to applicable specifications of the American Society for Testing and Materials, and such other specifications as may be set forth on the reverse hereof. Seller, having no control over the use of the Product, does not guarantee finished work, nor shall Seller be responsible for the condition of the Product after delivery to the Buyer. Charges incident to inspection or testing made by or on behalf of Buyer to determine compliance with specifications shall be paid for by Buyer.
EXCEPT FOR THE LIMITED WARRANTY MADE ABOVE SELLER SPECIFICALLY DISCLAIMS ANY OTHER WARRANTY, INCLUDING ANY EXPRESS WARRANTY, ANY IMPLIED WARRANTY OF MERCHANTABILITY OF GOODS, AND ANY IMPLIED WARRANTY OF FITNESS OF GOODS FOR ANY PARTICULAR PURPOSE, ALL OF SUCH WARRANTIES ARE EXCLUDED.
7. **LIMITATION OF REMEDIES. THE SOLE AND EXCLUSIVE REMEDY OF BUYER OR ANY OTHER PARTY AGAINST SELLER FOR ALL CLAIMS OF ANY KIND FOR WHICH PROPER NOTICE IS GIVEN TO SELLER, WHETHER BASED UPON CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTY OR OTHERWISE, FOR ANY LOSS OR DAMAGES ARISING OUT OF, CONNECTED WITH OR RESULTING FROM, THE SALE OR FAILURE TO SELL SHALL BE REPLACEMENT OF SUCH PRODUCT SOLD HEREUNDER, F.O.B SELLER'S PLANT OR TERMINAL OR UTILITY OR, AT SELLER'S OPTIONS, REFUND OF THE PURCHASE PRICE PAID FOR THE PRODUCT. NO OTHER REMEDY SHALL BE AVAILABLE TO BUYER (INCLUDING, BUT NOT LIMITED TO INDIRECT OR CONSEQUENTIAL DAMAGES, LOST PROFITS, LOST SALES, PUNITIVE DAMAGES, INJURY TO PERSONS OR PROPERTY OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL LOSS.)**
8. **TECHNICAL INFORMATION; HAZARDS AND PRECAUTIONAL PROCEDURES; INDEMNITY.** Any technical information or assistance Seller or its affiliates provide is given and accepted at Buyer's risk and is not a warranty or a specification. Buyer agrees that it will familiarize itself with all hazards and precautionary procedures with respect to the handling, transportation or use of the Product and will manage the Product accordingly. Buyer will provide or make available any product safety information provided by Seller or its affiliates to Buyer's employees, to all others who handle the Product, and to its customers. Buyer agrees to indemnify Seller for any claims made against Seller or its affiliates, and for associated damages and expenses (including reasonable attorneys' fees and expenses), to the extent caused by Buyer's failure to familiarize itself with such hazards and precautionary procedures, to manage accordingly, or to provide such information as set forth above.
9. **DUTIES AND TAXES.** All duties and taxes of any governmental authority payable in respect to the purchase and sale of goods and/or the delivery of the goods to the point of delivery are for the account of Buyer, except as otherwise set out herein.
10. **FORCE MAJEURE AND ALLOCATION.** Seller shall not be liable for any expense, loss or damage resulting from any delays in manufacturing, shipping or delivering Products caused by Government actions, regulations, orders or rulings, acts of God, acts of war, acts of public enemy, fire, strikes, lockouts, breakdowns, accidents, inability to secure rail cars, trucks, barges or other materials, delays in transportation, acts or omissions of Buyer or any other events or other conditions beyond Seller's control, whether similar or dissimilar to the above-mentioned acts or occurrences. During times of shortage, Seller shall have the right to prorate among its customers in accordance with the provisions of Sections 2-615 of the Uniform Commercial Code.
11. **GENERAL.**

- A. Failure of Seller to exercise any right shall not be deemed a waiver of any rights of Seller.
- B. Any oral statements made by Seller's salespersons about the Product do not constitute warranties, shall not be relied upon by Buyer, and are not part of the contract for sale. All of the terms and conditions of purchase and sales are embodied in this writing.
- C. If Buyer fails to comply with the terms of payment or with any other terms of sale, Seller shall have the right, in addition to all other rights hereunder and at law, to terminate any unfilled orders without liability.

Buyer's order and all claims relating to or arising out of Buyer's order and the Products shall be governed by the laws of the State of Illinois, unless Buyer takes title and risk of loss to the Products in another State, in which case such State's laws shall govern .

BUSINESS/TRADE REFERENCES

Company Name: _____

Address _____

City _____ State _____ Zip Code _____

Phone _____ E-mail _____

Contact Name _____ Title _____

Company Name: _____

Address _____

City _____ State _____ Zip Code _____

Phone _____ E-mail _____

Contact Name _____ Title _____

Company Name: _____

Address _____

City _____ State _____ Zip Code _____

Phone _____ E-mail _____

Contact Name _____ Title _____

BANK CREDIT REFERENCE FORM

Name of Bank _____ Date _____

Address _____

City _____ State _____ Zip Code _____

Phone _____ E-mail _____

Contact Name _____ Title _____

Dear Bank Officer:

We are authorizing the Bank to release information about our accounts outstanding, credit line and payment history to Skyway Cement Company LLC, to be used explicitly for the establishment of an open account and credit line. This information is to be kept in the strictest of confidence.

Account Number _____ Signed _____

Print Name _____

Title _____

Company _____

Dear Bank Officer:

The above customer is applying for a credit line with us and has given your bank as a reference. Kindly provide us with the following information and send this form back to us via email to sbiers@skywaycement.com

Date Account Opened _____ Avg. Balance Maintained _____

Line of Credit _____ Secured? _____

Credit Limit _____ Amount now owing _____

Payment Habits _____ NSF Checks _____

Overall Credit Rating _____ Comments _____

We assure you that this information will be kept strictly confidential.

Your immediate reply will be very much appreciated.

Sincerely,
Stacie Biers

