

# DURA-CRETE, INC.

Physical Address: 1475 West 3500 South \* West Valley City \* Utah \* 84119

Mailing Address: P.O. Box 65489 \* Salt Lake City \* Utah \* 84165

801-972-8686 Office\* 801-972-6140 Fax\* www.duracrete.com

## Open Account Agreement

\*\*\*Please complete the following form in its entirety. Incomplete applications may be returned unprocessed.\*\*\*

**Please print legibly!**

Legal Business Name: \_\_\_\_\_

Business Name Utilized (if different from above): \_\_\_\_\_

Is this business a subsidiary/affiliates of any other entity? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes identify the entity(ies): \_\_\_\_\_

Form of Entity: \_\_\_\_\_ Corporation \_\_\_\_\_ LLC \_\_\_\_\_ Partnership \_\_\_\_\_ Limited Partnership

\_\_\_\_\_ Sole Proprietorship \_\_\_\_\_ DBA \_\_\_\_\_ Other (describe)

Principle Business Activity: \_\_\_\_\_ Date Started: \_\_\_\_\_

How long in business under its present ownership? \_\_\_\_\_

\*\*\* If the business is sold, acquired, is a party to a merger, or the form of the entity is changes, you must notify our office by mail/email writing 30 days of such change. \*\*\*

Billing Address: \_\_\_\_\_

City: \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Physical Address: \_\_\_\_\_

City: \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Office Number \_\_\_\_\_ Fax Number \_\_\_\_\_

Federal I.D Number: \_\_\_\_\_ - \_\_\_\_\_ Tax Exempt? Yes \_\_\_\_\_ No \_\_\_\_\_ (If YES, attach certificate)

Has this business or any predecessor in interest (general partners, if a general or limited partnership: owner, if a sole proprietorship) ever filed petition in bankruptcy, been the subject of an involuntary petition bankruptcy, or been the subject for receivership? Yes \_\_\_\_\_ No \_\_\_\_\_ If so when? \_\_\_\_\_ State \_\_\_\_\_

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Are purchased orders required? Yes \_\_\_\_\_ No \_\_\_\_\_

\*\*\* we are not responsible for invalid PO's given to us at the time of purchase\*\*\*

Bank: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Officer(s) to Contact: \_\_\_\_\_

Account Payable Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

I/We hereby authorize you or your agent/representative to secure a credit report and agree to the release of credit information by my creditors. This authorization shall be continuing without expiration and a photocopy or fax copy shall be given the same effect as the original.

I/we hereby authorize your or your agents/representative to secure a credit report regarding Debtor from time to time in connection with the extension or continuation of credit represented by this agreement or the collection of debts resulting therefrom, Debtor further agrees to the release of credit information, including the reporting of credit history to credit reporting agencies, consistent with the Fair Credit Reporting Act 15 U.S.C 1681, et seq., as amended. This authorization shall be continuing without expiration. A photocopy or facsimile copy shall be given the same as the original.

### Trade References:

\*\*\* You must list 3 active trade references\*\*\*

Company Name: \_\_\_\_\_ Account Number: \_\_\_\_\_

Address: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_

Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

Email: \_\_\_\_\_

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Company Name: \_\_\_\_\_ Account Number: \_\_\_\_\_

Address: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_

Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

Email: \_\_\_\_\_

## TERMS AND CONDITIONS OF OPEN ACCOUNT

\*\*\*PLEASE READ CAREFULLY\*\*\*

Payment terms on all product(S) are NET 30 DAYS. Dura-Crete, Inc. reserves its right in its sole discretion to cancel/reduce credit and refuse to make future credit sales. Customer agrees to review immediate upon receipt, each of Dura-Crete Inc. invoices and statements and advise Dura-Crete Inc. account's manager of any discrepancy/dispute within 10 days of receipt of each invoice and statement. Failure to do so constitutes a waiver of any claim for such discrepancy/dispute.

In the event any balance due is not paid timely, payments may be applied first to cost of collections, attorney's fees and interest and then to principle even though the invoices being paid are designated on the payment remittance. Interest at the rate of 1.5% per month or 18% annually will be charged on all amounts not paid within 30 days after due date. In the event of default, the undersigned agrees to pay all cost of collection, including fees of any collection agency in the amount of not less than 30% of all amounts due and attorney's fees. The undersigned further agrees that any legal action brought hereunder may be brought in Salt Lake County, Utah and shall be adjudicate pursuant Utah law. No terms and conditions hereof may be changed except by written consent of Dura-Crete, Inc. All sums due for goods and/or services purchased, by, for or on behalf of the undersigned are payable to: **Dura-Crete, Inc. P.O. Box 65489 Salt Lake City, Utah 84165.**

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This agreement shall be binding upon the successors and assigned of ("Debtor") and regardless of any subsequent incorporation, reorganization, merger, consolidation of Debtor, change of partners, change of name or any other change in the composition of Debtor.

The undersigned warrants that he/she had the authority to execute this Open Account Agreement of Debtor and to bind said company to the terms contained herein and further certify that the information provided is true and correct. Customer further certifies that this request is for the extension of credit for business purposes.

Debtor hereby accepts and agrees to the terms and conditions stated above including the payment terms.

We report account history to NACM Intermountain. It will become part of your business' credit history.

Date this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
Debtor

By \_\_\_\_\_  
Print Name/Title