DARRACE DARRACE DARRACE DUVISION OF DARRACE DUVISION OF DARRACE DUVISION OF DARRACE DUVISION OF DARRACE DUVISION OF DARRACE	CREDIT APPLI 1401 East Sixth Street Little Rock, Arkansas 72 501-372-2112 Fax 50	2202	EEMENT	NORGAN TOOL & SUPPLY A DIVISION OF DARRACH COMPANY SERVICE CONSTRUCTION SUPPLY, INC.	DARCO FORMING & SHORING ARKANSAS REBAR ING.
PLEASE PRINT OR TYPE	E			Requested Credit Amount	
BY: Name of Company or Individu	ual			No. o	f Years
Bill to Address			City, State, Zip		
Ship to Address			City, State, Zip		
Phone #	Fax #		Owner's Email A	ddress	
<u></u>	e following information m	ust be completed in full a	nd will be held in	the strictest confidence.	
Have You Ever Applied for C	redit Before with Darragh?	No Yes If	Yes, Under What	Name?	
OWNERSHIP:					
LLC/Corp Partners	ship Individually O	wned	Incorporated Und	er the State Laws of	
Check if Incorporated W	ithin the Last 12 Months?		k	Kind of Business	
Contractor's License #					
Name of Owner	Title	Social Security #	F	Residence Address	
Name of Owner	Title	Social Security #	F	Residence Address	
FINANCE:					
Name of Bank		Account #	(Officer Handling Account	
Address of Bank		City, State, Zip		elephone #	
OPEN ACCOUNT	SUPPLIER REFERENCES:				
Name		Address, City, State, Zi	n	Email Or Phone	
Name		Address, City, State, Zi	μ		
Name		Address, City, State, Zi	р	Email Or Phone	
Name		Address, City, State, Zi	p	Email Or Phone	
Name		Address, City, State, Zi	р	Email Or Phone	
				Email:	
Who to Contact on Billing Qu	Name			Phone #	
Purchased Order/Job Name	Required? Resale	Number (if used):	Statement	s/Invoices Should Be: Emailed	Mailed
said information and give ad	ditional requested informatic	on to DARRAGH COMPAN	Y upon request. Th	indicated bank and business reference ne undersigned acknowledges that an be considered the original.	
	Print Name		Title	Dat	

OFFICE USE:

CREDIT TERMS AND CONDITIONS

The customer requests that **Darragh Company, Tool Central, Inc.,** and **AR Rebar, Inc.** (Hereinafter collectively referred to as "**Darragh**"), sell, rent, service and/or repair goods and equipment on account in consideration of which the customer and **Darragh** agree as follows:

Darragh may agree to increase the amount of credit extended from time to time by merely allowing the customer increased credit to cover unpaid purchases. **Darragh** may also terminate credit at any time if it determines itself insecure or the customer is in default under this agreement or any payment is late by more than 10 days.

The customer acknowledges that it has special skill and knowledge in the selection and use of the equipment and material to be purchased or rented from **Darragh** and expressly disclaims any reliance upon any statements or representations made or to be made by **Darragh** regarding the sale, rental, or repair of any material or equipment. The customer also waives any liability from **Darragh** for any direct, special, or consequential damages that customer may suffer by reason of any equipment or materials sold or rented by **Darragh**. In the event of damage to any equipment the customer rents from **Darragh**, the customer shall be responsible for the repair or replacement of said property or parts to said property at the regular shop rates and parts charges of **Darragh**. In the event any rental equipment is damaged beyond repair, stolen, lost or not returned to **Darragh**, the customer shall be responsible for the market value of the property as determined by **Darragh**. In the event the customer rents any equipment, the customer shall be responsible for the market value of the property as determined by **Darragh**. In the event the customer rents any equipment, the customer shall obtain adequate insurance covering all risk of loss, theft, or damage for the rented equipment and in the event of any such loss, the proceeds of said insurance shall be paid to and are assigned to **Darragh**.

All invoices are payable within 30 days of the date of the invoice. **Darragh** will charge interest on the unpaid portion of any invoices which is 60 days past due at the highest rate permitted by law. Interest will be accrued from the date of the invoice.

If the customer fails to pay pursuant to the terms of this agreement and **Darragh** elects to take legal action to collect this account, the customer shall pay all costs incurred by **Darragh**, including, but not limited to: attorney's fees, collection agency fees, court costs, deposition and transcript costs, sheriffs fees, special process server fees, expert witness fees and bond costs. This agreement shall constitute a security agreement and the customer hereby grants a security interest to **Darragh** to secure all of customer's payment and performance obligations to **Darragh** in the following property of customer: presently owned and existing and hereafter acquired and arising: general intangibles, accounts, accounts receivable, contract rights, chattel paper, equipment, inventory, and all proceeds, substitutions, and replacements of the foregoing collateral and appoints any representative of **Darragh** as its attorney in fact to sign and file UCC-1 financing statements to perfect these security interests. This transaction shall be governed by the law of the State of Arkansas, and jurisdiction and venue for the hearing of any matter in dispute shall be with the Pulaski County Circuit Court of Arkansas.

The customer hereby authorizes any employee it sends to **Darragh** to deliver or pick up equipment or materials, for purchases, rental, or repair, to sign rental or delivery receipts or repair orders for said equipment or materials and agrees to be bound by such signature to all terms of said documents. In the event the customer directs **Darragh** to deliver any material and equipment, and the customer does not have a representative present at the time of delivery, the customer authorizes **Darragh** to leave the material and equipment at the designated place of delivery and all risk of loss shall be upon the customer. Upon said delivery, the customer will be responsible for said material and equipment. **Darragh**'s use of a purchase order number is for the customer's convenience and identification only. This agreement and **Darragh**'s General Sales/Rental (leased Agreement supersedes any inconsistent provision in any purchase order. The absence of a purchase order number shall not constitute grounds for non-payment of charges when the customer has had possession, or the right to possession of the items charged.

Customers not Corporation: If there is a change of ownership of the customer's business entity, the principal owner(s) will remain personally liable for any indebtedness incurred on the aforesaid account even if they later incorporate or sell the business, unless the customer sends a written notice of such change(s) via mail and returns any rental equipment. Personal liability shall continue for the account balance incurred before said notice is received and until all equipment is returned.

Customer agrees to inspect all equipment or material immediately upon delivery to verify: (a) the quantities described in the accompanying delivery ticket are the quantities delivered and, (b) there are no visible defects in the equipment or material. The customer also agrees to examine all delivery tickets and invoices upon receipt. Unless the customer gives **Darragh** notice within three (3) days of delivery, the customer waives any claim he/she may have against **Darragh** for any deficiency or defect in said delivery, product, or repair and any objection he may have to the amount of the invoice.

Once the customer takes possession of material and equipment, the customer shall indemnify and hold **Darragh** harmless against any and all claims, demands, liabilities, losses, damages and injuries whatsoever kind or nature, and all attorney's fees, costs and expenses relating to or in any way arising out of the ordering, acquisition, delivery, installation, possession, maintenance, use, operation, control, loss, damage, destruction, return, surrender, sale or other disposition of the material and equipment purchased or rented. This indemnity shall not be affected by any termination of this agreement with respect to said materials and equipment.

The parties agree that this is the entire agreement and that no oral representation or agreement has been made which would modify these Credit Terms and Conditions or be a condition precedent or subsequent to the enforcement of this agreement and that this agreement may not be modified except by a writing signed by each of the parties. The invalidity of any portion of this agreement shall not affect the remaining valid portions thereof. **Darragh**'s failure to strictly enforce any provision of this agreement shall not be construed as a waiver thereof and shall not excuse customer from strict performance. Time is of the essence of the agreement.

CONTINUING PERSONAL GUARANTY OF PAYMENT

TO: DARRAGH COMPANY, TOOL CENTRAL, INC., AND ARKANSAS REBAR, INC.

For value received and in consideration of the credit which Darragh Company, Tool Central, Inc., or Arkansas Rebar, Inc. (collectively, "Darragh") may hereafter extend, and as a material inducement to obtain such extension of credit to:

(your company name or individual name here)

("Customer")

I (We), the undersigned, jointly and severally (if two or more), do hereby guarantee the payment and performance when due of any and all present or future indebtedness to Darragh now owing or hereafter incurred by Customer arising out of the sale or rental of goods and merchandise by Darragh to Customer (collectively the "Obligations").

If said Customer does not pay or perform the Obligations as and when due, I (we) jointly and severally (if two or more) promise to pay or perform the Obligations on demand by Darragh.

We, and each of us, do hereby waive notice of the acceptance of this Guaranty and of why credit is given or is to be given to said Customer, and we do hereby further waive notice of default, presentment, demand, notice of nonpayment and protest and the payment of any said Obligation, and we do hereby consent that without notice to us, the time of payment of such Obligation or any portion thereof may be extended from time to time after the same becomes due and that any such Obligation from time to time may be converted from any particular form to any other form, all without releasing or affecting the liability of either of us (if two or more) hereunder.

This **CONTINUING PERSONAL GUARANTY OF PAYMENT** is an absolute, unconditional, and continuing Guaranty to continue until Darragh shall receive notice in writing of its revocation, and such revocation shall not in any way relieve either of us from liability for any indebtedness incurred by such Customer prior to the service of such notice.

AUTHORIZATION FOR CREDIT REPORT

The undersigned is executing this authorization for Credit Report individually of the purpose of authorizing Darragh to obtain a consumer credit report from time to time on the undersigned individual through credit and consumer reporting agencies or other sources, of such individual in connection with the credit evaluation process and the proposed extension of business credit to the applicant. The undersigned, as an individual, hereby knowingly consents to the use of such credit report in accordance with the federal fair credit reporting act as contained in 15 U.S.C 1681, et seq. as amended from time to time.

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Guarantor's Signature	Date	Guarantor's Signature	Date	
Print Name		Print Name		
Social Security Number (if not listed on applica	tion)	Social Security Number (if not listed on application)		
Home Address (if not listed on application)		Home Address (if not listed on application)		
Witness Signature	Date	Witness Signature	Date	
Print Name		Print Name		

NEW PROJECT INFORMATION SHEET

	CUSTOMER:					
CUSTOMER	STREET ADDRESS:					
	CITY/STATE/ZIP:					
	PHONE: FAX:					
	CONTACT PERSON/TITLE:					
	EMAIL:					
U U	PAYMENT BOND: COMPANY: PHONE:					
	AGENT/ADDRESS:					
PROJECT	PROJECT NAME:					
	PROJECT LOCATION/STREET ADDRESS:					
	PROJECT ARCHITECT/ENGINEER:					
N N						
u	PROJECTED START DATE:					
⊢	DETAILED DESCRIPTION OF PRODUCTS AND SERVICES TO BE PROVIDED					
PRODUCT SERVICE						
	WILL DARRAGH COMPANY BE THE SOLE SUPPLIER: Yes No					
	ARE MULTIPLE PURCHASES OR DELIVERIES ANTICIPATED: Yes No					
	REQUESTED DATE FOR FIRST DELIVERY: LAST DATE FOR DELIVERY:					
GERNAL CONTRACTOR	GENERAL CONTRACTOR:					
	STREET ADDRESS:					
	CITY/STATE/ZIP:					
	PHONE: FAX:					
ШШ	CONTACT PERSON/TITLE:					
υŻ	EMAIL:					
ŏ	PAYMENT BOND: NUMBER:					
	AGENT/ADDRESS:					
	SUBCONTRACTOR:					
R	STREET ADDRESS:					
P	CITY/STATE/ZIP:					
AC B	PHONE: FAX:					
SUB	CONTACT PERSON/TITLE:					
SUB CONTRACT	EMAIL:					
O	PAYMENT BOND: NUMBER:					
	AGENT/ADDRESS:					
	PROJECT OWNER:					
PROJECT OWNER	STREET ADDRESS:					
	CITY/STATE/ZIP:					
	PHONE: FAX:					
	EMAIL:					
	PROJECT OWNERSHIP:					
	COMPANY INDIVIDUAL GOVERNMENT { FEDERAL STATE LOCAL }					
	AGENCY PROJECT NUMBER: GOVERNMENT { PEDERAL STATE LOCAL }					
	PROPERTY TYPE: COMMERCIAL RESIDENTIAL* [SPECIAL]					
L	J FNOFLINTETTE. OUWIWERGIAL RESIDENTIAL [SPECIAL]					

Print Name

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