



Basic Ready Mix

Basic Materials
P.O. Box 1357
Calhoun, GA 30703

Basic Materials

Phone 706-629-2256

ar@basicreadymix.com

CREDIT APPLICATION

Name of Company or Individual _____

Application Date _____ Federal ID# (required) _____

Type of Business Corporation Partnership Individual LLC

Date Started _____ Website _____

Address _____ City _____ State _____ Zip Code _____

Billing Address (if different from above)

Address _____ City _____ State _____ Zip Code _____

Office Number _____ Email _____

Cell Number _____ Fax _____

Have you ever purchased concrete or materials with Basic Ready Mix before. If yes, when? _____

If you are currently working with a sales representative, please list their name. _____

Name of President/ Partner/ Owner _____

Credit Line Requesting \$ _____ Reason for Credit/ Project Name _____

Do you have a construction loan? Yes No If yes, date opened _____

Lending Institution _____ Account # _____

Contact Name and Title _____ Phone Number _____

PURCHASING INFORMATION

Purchaser/ Sales Contact _____

Office Number _____ Ext. _____ Mobile Phone _____

Our Company will email invoice(s) individually. Please list the email(s) to send these to below.

Invoice Email _____

Sales Tax Exempt? (certificate copy required) Yes No PO Required? Yes No

** Please note: Tax Exemption must be submitted prior to the start of a project **



Basic Ready Mix

Basic Materials
P.O. Box 1357
Calhoun, GA 30703

Basic Materials

Phone 706-629-2256

ar@basicreadymix.com

Business References			
Company _____	Company _____	Company _____	Company _____
Account # _____	Account # _____	Account # _____	Account # _____
City _____ State _____	City _____ State _____	City _____ State _____	City _____ State _____
Phone _____	Phone _____	Phone _____	Phone _____
Company _____	Company _____	Company _____	Company _____
Account # _____	Account # _____	Account # _____	Account # _____
City _____ State _____	City _____ State _____	City _____ State _____	City _____ State _____
Phone _____	Phone _____	Phone _____	Phone _____

By signing below, I authorize the release of account information to Basic Ready Mix/ Basic Materials. Should any legal proceeding be instituted by Basic Ready Mix/ Basic Materials to recover any monies due to become due to non-payment of the account as a result of undisputed invoices, the applicant shall be liable for expenses of fifteen percent (15%) as attorney's fees of the amount owed that is incurred as a result of collection efforts by an attorney as permitted by law.

The account balance is due and payable IN FULL by the end of the following month. A service charge of 2% per month will be charged on all balances exceeding payment terms.

Applicant may or may not require completing a personal guarantee that will be incorporated by reference to this application. If the personal guarantee is required, then said personal guarantee, along with the credit application and notice of credit approval will be provided to the undersigned.

Signature _____ Title _____

Print Name _____ Date _____

[See pages 3 & 4 for Updated Terms and Conditions](#)

**A copy of your driver's license or Government issued photo ID is required to process the application **

FOR OFFICE USE ONLY

Submitted by _____ Date _____

Management Approval _____ Date _____

ACCOUNTS RECEIVABLE DEPARTMENT

Date application received _____ Date Completed _____

COD? No Yes Vista Account # _____ CounterPoints Account # _____

Credit Limit? No Yes If yes, what's the credit limit? \$ _____

Application received Email Walk in Fax Inter-Company Mail Other _____



Basic Ready Mix

Basic Materials
P.O. Box 1357
Calhoun, GA 30703

Basic Materials

Phone 706-629-2256

ar@basicreadymix.com

TERMS CONDITIONS

1. Acceptance. Acceptance of Customer's order is expressly subject to Seller's terms and conditions, which shall take precedence over any other conditions, and no contrary, additional or different provisions or conditions shall be binding upon Seller unless accepted by an officer of Seller in writing. If the terms and conditions contained herein differ in any way from the terms and conditions of Customer's order, this quote shall be construed as a counteroffer and shall not be effective as an acceptance of such order unless Customer assents to the terms and conditions contained herein. If there has been no offer by Customer, then this quote is issued on the condition that the Customer assents to all of the terms and conditions of this quote. Assent by Customer shall occur if the Customer executes this quote, requests goods (e.g., ready-mix concrete, grout), directs Seller to begin to fill its order, or fails to object in writing within three (3) days from the date of receipt of this quote. The terms and conditions contained in this quote shall constitute the complete and exclusive statement of the terms of the agreement between Seller and Customer, it being intended by the parties that this quote sets forth the entire agreement between the parties hereto as to purchase of the goods described herein—save, if applicable, a business credit application.

2. Notice and Delivery. Seller will take reasonable steps to deliver the goods (e.g., ready-mix concrete, grout) to the locations at the times and quantities requested by Customer, provided Customer schedules (time and delivery rate) with Seller the deliveries during normal hours of operation and not less than twenty-four hours in advance of the requested deliveries and deliveries are subject to the other terms herein. Seller is authorized to make deliveries requested by Customer's personnel and agents, including its purchase managers, project managers, superintendents, foremen, builders, subcontractors and concrete placers and finishers. Under no circumstances shall Seller have any liability whatsoever resulting from delay regardless of the reasons.

3. Goods. Seller has available a few ready-mix concrete (also simply referred to as "concrete") and grout mixtures. Information on these concrete and grout mixtures is available at the offices of Seller or upon request. Strengths are based on a maximum of a 4-inch slump. If Customer desires a different concrete or grout mixture, it will need to provide in writing the design and proportioning of the concrete or grout mixture to Seller, specifying materials readily available to Seller, and Seller will assign a unique mix code name for the concrete or grout mixture. Seller shall not be responsible for the performance of the concrete or grout mixtures provided by Customer or others, including the 28-day strength. The ready-mix concrete and grout mixtures will be batched, mixed and delivered to Customer in accordance with ASTM C94. The ready-mix concrete and grout are being provided by the cubic yard. Customer acknowledges that the amount of concrete and grout ordered has been determined by the Customer, and the Customer assumes full responsibility therefor and shall hold Seller harmless regarding the adequacy of the amount of ready-mix concrete and grout ordered. Customer further acknowledges that Seller is not responsible and has no control over the placing or handling of the concrete and grout during and after unloading the delivery truck, and Customer assumes full responsibility therefor and shall hold Seller harmless regarding the placement, curing, and finishing of the concrete and grout.

4. Payment. Customer shall make payment within thirty (30) calendar days of the batching and loading of each concrete ready-mix truck. If requested, Seller will provide an applicable lien waiver in exchange for contemporaneous payment. There shall be no recoupment or setoff or other condition precedent of payment.

5. Inspection. Customer shall inspect the goods (e.g., the ready-mix concrete, grout) at the time of delivery, and failure of Customer to identify and notify Seller's home office in writing of any and all suspected or known defects and/or nonconformities, in addition to noting such on the delivery ticket, shall be an unqualified acceptance of the goods.

6. Shipments Subject to Payment. If Customer fails to make full and timely payments on this or any other agreement between Customer and Seller in accordance with Seller's terms, Seller may defer further deliveries of goods until such payments are made, or may, at its option, cancel in whole or part any further deliveries. Seller, at any time and for any reason, may require the Customer to make payment in advance of delivery of goods, and if the Customer refuses or fails to do so, the Seller may suspend deliveries or cancel this or any other agreement between Customer and Seller.

7. Additional Charges. The prices shall be increased to cover: (a) any municipal, county, state, or federal sales, use, or local tax, (b) environmental, fuel, and retarder charges or surcharges, (c) temperature control, (d) changed, additional or different goods (e.g., concrete, grout) at prices set by Seller, (e) deliveries outside normal hours of operation of Seller, and (f) jobsite monitoring, coordination, or other services provided by Seller at hourly rates set by Seller. Additionally, Seller may charge Customer an hourly unloading fee of \$150 should any delivery truck not be unloaded within sixty (60) minutes or ten (10) minutes per cubic yard, after arriving at the place of delivery or jobsite, whichever is the shortest duration. Seller may also charge an additional load charge of \$150 for each ready mix concrete truck hauling less than six (6) cubic yards of ready-mix concrete or grout.

8. No Credit after Loading. Customer shall be charged for all goods (e.g., ready-mix concrete, grout) loaded into the delivery truck of Seller, and Customer shall have no right to a credit, even if goods are not delivered or used by Customer. Customer must cancel delivery prior to the batching and loading operations occurring to avoid being charged for the goods.

9. Changed, Additional, or Different Goods | Decreased Volumes of Priced Goods. The pricing does not include changed, additional, or different goods from those goods priced in the quote. Seller shall set the price for any changed, additional, or different goods that Seller elects, at its sole discretion, to provide to Customer. Should the actual volumes of the goods priced by Seller be more than 20% less than estimated, then Seller shall be entitled to an equitable adjustment that provides for additional payment by Customer to Seller for goods previously delivered and future deliveries.

10. Wet Volume. Prices and quantities are based on wet volume at the time of discharge from delivery truck.

11. Normal Hours of Operation. Normal hours of operation are between the hours of 7:00 AM and 5:00 PM Monday through Friday excluding federal and state holidays. A \$1,000 opening fee plus \$450 per hour charge (2 hour minimum) shall be applied to deliveries outside of normal hours of operation.

12. Disclaimer. Customer acknowledges and agrees that from time to time, and for periods of time, Seller may be unable to obtain certain materials to manufacture the goods, including but not limited to cement, flyash, aggregate, and admixtures, at the rate or volume needed to service Customer and other customers of Seller, and that such inability to obtain or source these materials at the volumes needed by Seller may contribute or cause Seller to be unable to provide Customer's ready-mix concrete and other goods at the volume or in a timely and reliable manner and, therefore, Seller disclaims any, and Customer agrees Seller shall have no, responsibility for any resulting hardships or damages caused or arising therefrom. Upon recognition of a material shortage, Seller will endeavor to promptly notify Customer of same and Customer may, without penalty, obtain the goods elsewhere during the material shortage without any recourse against Seller. Notwithstanding the foregoing, Customer shall remain fully liable for all goods ordered or delivered prior to the material shortage, shall timely pay Seller, and shall immediately resume obtaining the goods from Seller upon dissipation of the material shortage.

13. Force Majeure. In the event of fire, war, flood, strike, accident, repair of machinery, labor trouble, accident, riot, act of government authority, terrorism, explosion, act of God, embargo, civil or military authority, pandemic, epidemic, changes in market conditions relating to costs or availability of raw materials (e.g., cement, flyash, aggregate, or admixture), commercial impracticability, or contingencies beyond the control of Seller interfering with or affecting the production or transportation of the goods or with the supply of any material (e.g., cement, flyash, aggregate, or admixture) used in connection therewith, Seller may, at its option, cancel, in whole or part, any unshipped balance of the goods, and Seller shall not be liable for the failure to make any delivery.

14. Unloading. Customer shall provide suitable roadways and approaches to points of delivery beyond the public roads. Customer shall provide safe areas for the ready-mix concrete trucks to be unloaded as well as provide adequate locations and contained areas where Seller may washout and clean delivery trucks to avoid tracking mud, dirt, rocks, debris or concrete onto public roads. Customer shall be responsible for complying with all environmental laws regarding the washout of the ready-mix concrete and grout delivery trucks and shall indemnify Seller from any and all liabilities arising from the environmental laws. Customer shall be responsible for all liability for damage to sidewalks, driveways, other property, and person incurred as a result of deliveries beyond the curb line. Customer shall pay for any wrecker or similar charges associated with getting the delivery truck into and out of the jobsite or delivery location.

15. Warranty and Limitation of Liability. Seller warrants that the concrete and grout mixtures, when sampled and tested by Customer, will meet the 28-day strengths, provided the concrete mixtures are sampled and tested in accordance with ASTM C172 and ASTM C31 and the grout mixtures are sampled and tested in accordance with ASTM C1019, by a certified American Concrete Institute Grade 1 Concrete Field Testing Technician. **SELLER SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR OTHER DAMAGES, INCLUDING DELAY DAMAGES. THIS WARRANTY IS GIVEN AND ACCEPTED IN LIEU OF ALL OTHER LIABILITY OR WARRANTIES ON THE PART OF SELLER, EXPRESS OR IMPLIED, IN FACT OR IN LAW. ALL IMPLIED WARRANTIES AND SPECIFICALLY THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED.** This warranty shall constitute Customer's sole and exclusive remedy and Seller's sole and exclusive liability. Seller's liability to Customer arising out of the manufacturing or delivery of the goods, whether based on warranty, contract, negligence (including strict liability) or otherwise, shall not (in any case) exceed the cost of correcting defects in the goods, but shall, in all events, be limited to the purchase price of the defective goods. Seller does not warrant and shall have no liability for any ready-mix concrete or grout that has materials or water added to it by or at the direction or request of Customer's personnel and agents.

16. Brand. The brand of cement used in goods shall be Seller's option. Admixtures. The Seller will use chemical admixtures in accordance with the manufacturer's recommendations or as directed by Customer, and Seller shall have no responsibility or liability for the effect of such admixtures on the goods before or after delivery.

17. Ready-Mix Concrete. All concrete shall be batched, mixed, and delivered in accordance with the requirements of ASTM C-94 Specifications for Ready-Mixed Concrete. Cement and aggregates shall meet the requirements of the applicable ASTM specifications except that the sand shall meet the gradation requirements of the Georgia Department of Transportation, Section 500 Concrete Structures.

18. Addition of Water or Other Material. Seller does not warrant, shall have no liability, and is not responsible for the slump, strength or quality of any goods (e.g., ready-mix concrete, grout) to which water or any other material has been added by or at the direction of the Customer or his personnel or agents.

19. Insurance. Seller shall be only obligated to obtain and maintain the minimum insurance requirements as mandated by the State of Georgia.

20. Interest and Collection. Any payment not made when due shall be subject to a charge of one and one-half percent (1-1/2%) finance charge per month on the unpaid balance. Customer shall pay all costs and expenses incurred in collecting sums due or owing, including court or arbitration fees and costs, attorneys' fees, and expert witness fees, arising before, during, or after trial, including any costs, attorneys' fees, or expenses incurred in any appeal therefrom.



Basic Ready Mix

Basic Materials
P.O. Box 1357
Calhoun, GA 30703

Basic Materials

Phone 706-629-2256

ar@basicreadymix.com

21. Indemnification. To the fullest extent permitted by law, Customer shall defend, indemnify, and hold Seller and its officers, directors, employees and agents wholly harmless from any claims, demands, liabilities, damages, costs, suits by any person or persons, losses, and expenses, including attorneys' fees, arising out of or resulting from the execution of or in connection with the sale, delivery and use of the goods, including liability for any negligence of a party indemnified hereunder, provided the negligent act was not the sole negligence of a party indemnified hereunder. Code and Conditions. Seller does not guaranty or warrant that the goods (e.g., ready-mix concrete, grout) shall be (a) in compliance with applicable building codes, (b) in compliance with any specifications, or (c) sufficient for any conditions. Customer shall be solely responsible for verifying and obtaining approval that the ready-mix concrete or grout mixes are in full compliance with (a) all applicable building or similar codes, (b) all applicable contract documents, including specifications, and (c) are fit for their intended purpose(s), including any condition.

22. Waiver, Alteration or Modification. No waiver, alteration, or modification of these terms and conditions shall be binding on Seller unless in writing and signed by an officer of Seller.

23. Applicable Law. This Agreement is made in and shall be governed by the laws of the State of Georgia, without giving effect to the conflict of laws provisions of the laws of the State of Georgia.

24. Disputes. At the discretion and sole election of Seller, Seller may require that any controversy, dispute or claim, of whatever kind, arising out of or relating to the sale, delivery or use of the goods, be resolved by and in accordance with the Commercial Arbitration Rules of the American Arbitration Association, as from time to time amend and in effect. Any litigation or arbitration arising out of the sale, delivery or use of the goods shall be brought, maintained and administered in Gordon County, Georgia. Should Seller be successful, in whole or part, in prosecuting or defending any lawsuit or arbitration, then Seller shall be entitled to recover its litigation or arbitration expenses, including expert and attorneys' fees, as well as any expenses incurred in any appeal there from. Any controversy, dispute, or claim that Customer may have against Seller must be initiated no later than one (1) year after the goods were delivered. Any judgment or arbitration award entered in favor of Seller shall bear interest at the rate of 18% per annum, until paid in full, in lieu of the statutory rate of interest.

25. Covid-19, Pandemic, or Epidemic. This agreement does not include or account for any impacts resulting from or concerning Covid-19, other pandemics, or epidemics. Seller shall be entitled to an equitable adjustment for demonstrated impacts.

Customer Signature (Buyer) : _____

Date: _____

State of Georgia
County of Gordon

GUARANTY AGREEMENT
BETWEEN WILLCAN, INC D/B/A BASIC READYMIX, BASIC MATERIALS, BASIC TRUCKING
and _____

In order to induce Willcan, Inc d/b/a Basic Ready Mix, Basic Materials, Basic Trucking hereinafter called "BASIC" to offer a line of credit on an open account for the delivery and/or pickup of supplies and materials with _____ (business name) to begin the _____ day of _____, 20____, _____ (guarantor), hereinafter called "GUARANTOR", being the undersigned, in consideration thereof and of other valuable consideration for the providing of a line of credit and receipt whereof, is hereby acknowledged and intending to be legally bound hereby guarantees to BASIC any and all losses which BASIC may suffer or incur for failure to pay on demand any amounts owed for services, materials and supplies proved by BASIC to GUARANTOR's, the GUARANTOR's above referenced entity, or at either the GUARANTOR or his/her entity's direction by reason of having received materials, supplies or services; or (2) by any reason of any other action, misrepresentation, or fraudulent conduct arising out of the granting of materials on open account between BASIC and GUARANTOR.

This guarantee is a promise to answer for the debt that is associated with the completion of the credit application on _____ (date) by _____ (person on credit application) in the capacity of _____ (title) for _____ (business name) and the continual providing of materials and supplies by BASIC to any location and job site for the aforementioned _____ (business name). This guarantee references and incorporates by reference the credit application, the credit approval, and the subsequent delivering of materials to the GUARANTOR and his/her BUSINESS. The GUARANTOR acknowledges receipt of these documents that are referenced and incorporated herein.

The parties further acknowledge that both this Guaranty and the credit application provide assurance and knowledge that any debt associated with the open account with BASIC will be paid for said debt of supplies and materials provided by either the corporate entity or this individual that guarantees this debt. This undersigned individual(s) will pay either the monthly invoiced amount or a final submitted invoice, whichever is presented to GUARANTOR to pay, if the corporate entity does not pay the presented amount within fourteen (14) days of receipt of any invoice submitted to said entity by BASIC.

Further, if applicable, in order to induce BASIC to enter into the AGREEMENT above-mentioned, the undersigned personally and unconditionally guarantees to BASIC, its successors, or assigns, that any and all certificates of inventory designations, both as to value and location, are true and correct. If any such account shall not be valid, subsisting, genuine, and authentic, as aforesaid, and/or should the merchandise inventory not be at the value and locations designated, then the undersigned, on demand by BASIC, shall immediately purchase such account from BASIC and repay to BASIC the amount of advance heretofore made by BASIC to GUARANTOR.

The undersigned agrees that this Guaranty shall not be impaired or affected by any extension, modification, exchange, surrender, release, or any dealing with or in the security to which BASIC and GUARANTOR to said AGREEMENT may hereafter agree, and that the liability hereunder is direct and unconditional and may be enforced without requiring BASIC first to resort to any other right, remedy, or security, and shall continue in full force and effect during the term of the said AGREEMENT and any and all extensions or renewals thereof, all remedies hereunder being cumulative.

This Guaranty shall be governed, construed, and interpreted as to validity, enforcement, and in all other respects by the law of the State of Georgia and cannot be amended or modified orally.

The undersigned agrees with that any action seeking to enforce any provision of, or based on any matter arising out of or in connection with, will be brought in the Gordon County Superior Court of Gordon County, Georgia or in the United States District Court, Northern District of Georgia, Rome Division, and each party hereto hereby consents to the jurisdiction and venue of this court and the appropriate appellate courts therefrom in any such action and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the personal jurisdiction and venue of such court and to any claim of inconvenient forum. Each party hereby consents that service of process in any such action may be made to the address set forth below.

The undersigned waives notice of the acceptance hereof, notice of default, and all other notices to which _____ [he or she] might otherwise be entitled.

This Guaranty shall be binding upon the respective heirs, executors, administrators, successors, and assigns of the undersigned.

The GUARANTOR acknowledges that should any legal proceeding be instituted by BASIC to recover any monies due and to become due to non-payment of the account as a result of undisputed invoices, the applicant shall be liable for expenses of fifteen percent (15%) as attorney's fees of the amount owed that is incurred as a result of collection efforts by an attorney as permitted by law.

The undersigned further agrees that, in any action between the undersigned and BASIC growing out of this Guaranty, the items of charge and debit in BASIC's books and records relating to GUARNATOR shall be admissible in evidence against the undersigned to the same extent as they would be admissible against the GUARANTOR, and further, that the books, records, documents, and admissions of GUARANTOR, admissible against GUARANTOR as proof of GUARANTOR's indebtedness to BASIC, shall also be admissible for the same purpose against the undersigned.

IN WITNEES WHEREOF, this _____ day of _____, 20__.

_____ [guarantor's signature]

_____ [guarantor's printed name]

_____ [address of guarantor]

_____ [city/state/zip code]

By: _____ [witness to guarantor's signature]

_____, WILLCAN INC D/B/A BASIC READY MIX, BASIC MATERIALS, BASIC TRUCKING

_____ [address of BASIC]

_____ [city/state/zip code]