



APPLICATION FOR BUSINESS CREDIT AND AGREEMENT
 ORIGINAL DOCUMENT MUST BE MAILED
 FAXED COPIES MAY WARRANT DENIAL OF CREDIT

Superior Mix Corp.
 6945 NW 53 Terrace. Miami, Fl. 33166
 Phone: 305-887-0030 Fax: 305-887-0091

Your Sales Representative, If Known:

Section I

Note: Failure to sign or fill out the application completely will cause delays.

Legal business name (Applicant)			
Business street address (No P.O. boxes please)			
Business mailing address			
City		State	Zip
Year in business			
Phone ()	Mobile Phone ()	Fax No. ()	Pager No. ()
Check one <input type="checkbox"/> Individual <input type="checkbox"/> Partnership (State of organization) _____ <input type="checkbox"/> Corporation (State of organization) _____			
Purchase Orders Required? <input type="checkbox"/> Yes <input type="checkbox"/> No	Are you tax-exempt? <input type="checkbox"/> Yes <input type="checkbox"/> No	If YES, Attach Tax Exemption Certificate Card	Federal ID No.
Principal Bank	Branch	Phone No. ()	Account No.

Attach a current, audited financial statement. If self-employed 3 years or less include 2 years of Federal Income Tax 1040 Forms.

Section II – Owners or Officers

Name	Title	Social Security No.
Home address (No P.O. Boxes)	No. of Years	Home Phone ()
Name	Title	Social Security No.
Home address (No P.O. Boxes)	No. of Years	Home Phone ()

Section III

Trade references: Please provide at least four references covering the number of years stated in business.

Name	City, State	Phone No. ()	Fax No. ()
Name	City, State	Phone No. ()	Fax No. ()
Name	City, State	Phone No. ()	Fax No. ()
Name	City, State	Phone No. ()	Fax No. ()

1. Have you or any officers of the company ever done business under another name and/or in a different state? <input type="checkbox"/> Yes <input type="checkbox"/> No If so, name and address:
2. Have you or any officers of the company ever filed personal or corporate bankruptcy in the last 7 years? <input type="checkbox"/> Yes <input type="checkbox"/> No If so, when and where?
3. Have you or any officers of the company ever done business with Superior Mix Corp. before? <input type="checkbox"/> Yes <input type="checkbox"/> No When and under what name?

Applicant has read and hereby agrees that the Agreement is subject to the terms and conditions listed on the reverse side. Including the personal guaranty, which are incorporated, and an integral part of this Agreement. The person(s) signing below warrants and represents that he/she has the authority to enter into this Agreement on the behalf of the Applicant. The signature(s) below constitute the acknowledgment of the terms and conditions, and that Applicant is bound to same even if such is not returned to Superior Mix Corp. with the signed Agreement.

Applicants Signature (1)	Applicants Signature (2)
Title	Title
Printed Name of signer	Printed Name of signer
Date of signature	Date of signature



SUPERIOR MIX
AGREEMENT

TERMS AND CONDITIONS

1. **BINDING AGREEMENT** – The Agreement shall be between Applicant and Superior Mix Corp. In the event of litigation, suit will be brought against Applicant by Superior Mix Corp. from which purchases were made. This Agreement shall inure to the benefit of the successors and assigns of Superior Mix Corp., and shall be binding upon Applicant's heirs, legatees, devisees, personal representatives, successors and assigns. As used herein, the term "Applicant" shall include the guarantors, such that the person(s) signing on the first page hereof agree to personally see payment of the debt as provided in paragraph 11 below, and all other terms and conditions contained herein.
2. **AUTHORIZATION FOR CREDIT REVIEW** – Applicant hereby authorizes Superior Mix Corp. to obtain any and all information it deems necessary from any and all sources or references listed on this Credit Application, and from any other credit bureaus, creditors of Applicant, trade references, banks or other financial institutions to supply Superior Mix Corp. such information as Superior Mix Corp. deems necessary to assist it in its consideration of the Credit Application.
3. **PAYMENT TERMS** – If this Credit Application is accepted, Applicant agrees to pay in full the invoice price of all purchases now or hereafter made from Superior Mix Corp. promptly when due according to the terms set forth on each invoice. If the total invoice price is not paid in full on or before the due date, Applicant agrees to pay a late payment charge on the unpaid delinquent balance, including amounts post judgment, which will prevail over the statutory rate, calculated at the rate of the lesser of: (a) one and one-half percent (1½ %) per month specifically, or (b) the highest rate allowed by law. If Applicant should fail to fulfill any of its obligation under this Agreement, or Superior Mix Corp., in good faith deems itself insecure because the prospect of payment is impaired, or the prospect of performance of any provision of the Agreement is impaired, or if a default occurs for any other reason provided in this Agreement then Superior Mix Corp., as its option and without notice, may declare the entire unpaid balance owed by Applicant under this Agreement to be immediately due and payable, or terminate the credit privileges of Applicant under this Agreement, including refusing to sell further concrete to Applicant unless the unpaid balance is paid in full, or both. Should it become necessary to place this account for collection, suit or other legal proceeding, (I) (we), the undersigned, agree to pay all cost and expenses of collection suit or other legal action, including reasonable attorney fees, and if necessary appellate attorney fees. Applicant hereby waives any and all privileges and rights which (I) (we) may have under Chapter 47, Florida Statutes relating to venue, as they now exist or may hereafter be amended and waive the right to trial by jury, and further, (I) (we) the undersigned, agree that any legal action brought for collection of past-due accounts and/or action arising from this Agreement, may be brought in the court of competent jurisdiction in Miami Dade County and Broward County, Florida. The choice of venue in the two counties shall be in the sole discretion of Superior Mix Corp.
4. **DEFAULT** – The occurrence of any of the following events shall constitute a default under this Agreement: (a) Applicant fails to fulfill any obligation of this Agreement or to perform, or rectify the breach of, any warranty, agreement, or other undertaking by Applicant; (b) Applicant or any guarantor of Applicant's indebtedness under this Agreement, dies, terminates existence, abandons its business, becomes insolvent, bankrupt, becomes the subject of bankruptcy, receivership, insolvency, or similar proceeding, or makes an assignment for the benefit of creditors; (c) Any information or other representation now or hereafter made or furnished to Superior Mix Corp. by Applicant's request or instruction is, or is believed in good faith by Superior Mix Corp. to be inaccurate, incomplete, or false in any material respect; (d) Applicant violates or breaches any provision of this Agreement; (e) Any collateral that is security for Applicant's indebtedness under this Agreement is lost, suffers material damages or is destroyed, is levied upon or becomes subject to a receivership, or cannot be located within five days after demand by Superior Mix Corp. to inspect the same; (f) Any other event which causes Superior Mix Corp., in good faith, to deem itself insecure or to believe that the prospect of performance of any provision of the Agreement by Applicant is impaired.
5. **WAIVER** – Superior Mix Corp. may, at its option, permit Applicant to remedy any default under this Agreement without waiving the default so remedied or any other subsequent or prior default by Applicant. Applicant waives notice of default of this Agreement and waives presentment, demand, protest, and notice of dishonor as to this Agreement or any other instrument.
6. **ACCURACY OF INFORMATION** – Applicant certifies that any and all information now or hereafter supplied to Superior Mix Corp. by Applicant, or at Applicant's request or instruction, is both accurate and complete, and Applicant will, upon request, establish the accuracy and completeness of any such information. Applicant shall promptly notify Superior Mix Corp. of any change in such information supplied, and of any change in Applicant's residence, primary place of business or mailing address. Applicant shall promptly notify Superior Mix Corp. by certified mail if he/she should incorporate Applicant's business at any time subsequent to the date of this application.
7. **PROVISION OF INFORMATION** – Applicant is required to provide Superior Mix Corp., upon request, information regarding bonding companies, general contractors, or owners, for the purpose of serving preliminary notices, claims on payment bonds, or construction liens pursuant to Chapter 713, Florida Statutes.
8. **CORPORATE AUTHORITY AND LIABILITY** – Applicant warrants and represents that it has authority to enter into this Agreement and that any person signing this Agreement has been duly authorized to execute this Agreement for and on behalf of Applicant. If Applicant is not yet legally organized corporation or limited liability company, Applicant acknowledges that Superior Mix Corp. is relying upon the credit worthiness and financial ability of the owner or owners of the Applicant to discharge any and all obligations of Applicant to Superior Mix Corp. If Applicant, subsequent to this Application, incorporates its business or contributes it to any other limited liability entity, the owner or owners and the newly formed entity shall be jointly and severally liable to Superior Mix Corp. for any and all indebtedness to Superior Mix Corp., whether existing prior to formation or subsequently incurred. Nothing contained herein shall vitiate the personal guaranty provided in paragraph 11 hereof.
9. **ADDITIONAL PROVISIONS** – If, at the request of the Applicant, whether prior to or subsequent to the entry of this Credit Application, Superior Mix Corp. enters into a written agreement, purchase order, shipping release or any other agreement with the Applicant to furnish materials to or on behalf of the Applicant, as consideration for Superior Mix Corp. extending credit on account to Applicant for such materials furnished, all of the terms and conditions set forth herein shall be deemed to be part of and incorporated by reference into such written agreement, purchase order, shipping release or elsewhere and, if there is a conflict with terms and/or provisions of the written agreement, purchase order, shipping release or elsewhere, the terms contained within this Credit Application shall prevail, control and be determinative. No terms or conditions which conflict with those stated herein, whether contained within a written agreement, purchase order, shipping release or elsewhere, and no written or oral agreement that purport to vary these terms and conditions shall be binding upon Superior Mix Corp. unless hereafter set forth in a writing signed by Superior Mix Corp.'s Director of Credit. The rights and remedies of Superior Mix Corp. stated in this Agreement are cumulative and are in addition to any other rights or remedies provided by law.
10. **PRUDUCT CLAIMS** – There are no warranties which extend beyond the description on the face hereof. All other warranties are excluded, whether expressed or implied by operation of law or otherwise, including all implied warranties of merchantability or fitness for a particular purpose. Superior Mix Corp. shall not be liable (directly or indirectly) under any circumstances for consequential, incidental, special or any other type of damages arising or resulting from a breach of warranty, or breach of contract or any other claims relating to the sale, handling, or use of the goods sold. Superior Mix Corp.'s liability hereunder, and Applicant's and/or Guarantor's sole and exclusive remedy hereunder, either for breach of warranty, breach of contract, for negligence, or for any other claims, is expressly limited to the giving of credit for replacement materials only to the extent of the purchase price for the materials. Superior Mix Corp. must be given written notice, identifying the defective goods and specifying the defect within ten (10) days after receipt of the goods by buyer. Superior Mix Corp. must also be given the opportunity to inspect the allegedly defective goods, and if requested by Superior Mix Corp., the allegedly defective goods must be returned to Superior Mix Corp. Failure to give the required notice within the time provided or failure to return an allegedly defective good to Superior Mix Corp. following Superior Mix Corp. request constitutes a waiver of a claim for credit or replacement. No credit for goods returned by Applicant and/or Guarantor shall be given without Superior Mix Corp. written authorization.
11. **PERSONAL GUARANTY** – In consideration of Superior Mix Corp. extending credit for value received, (I) (we), by signing on the front page hereof, jointly and severally, in an individual capacity, and not as an agent for the Applicant described hereinabove, hereby personally and unconditionally guaranty the payment of any balance that may become due Superior Mix Corp., including all attorney's fees and court cost, elaborated in the terms and conditions hereinabove, and hereby incorporate by reference, all of the above terms and conditions. (I) (We), the undersigned, hereby specifically agree that Superior Mix Corp. may initiate a lawsuit against the undersigned in (my) (our) individual capacity, without joining or contemporaneously suing the entity named on the first page hereof described above. This is a continuing guaranty, unless terminated in writing, via certified mail, received at the Regional Office of Superior Mix Corp. in Miami Dade. It is understood that said termination shall be prospective in effect only, and that this guaranty shall remain in effect with regard to any balances incurred prior to the date of termination. It is also understood that revocation of the guaranty may, in Superior Mix Corp.'s sole discretion, result in termination of further credit privileges.