



Applicant's Name _____

Business Name _____

Street Address _____

Mailing Address, if different _____

City _____ State _____ Zip _____ Phone No. _____

Fax No. _____ Contractor's License# _____

If you have previously had an account with Benchmark Materials, please tell us when and where:

Check one: Corporation/LLC _____ Partnership _____ Sole Proprietor _____ FEIN or SS# _____

Date Established _____ If Corporation, Date and State Incorporated _____

Are you taxable? _____

(If non-taxable, a tax exempt certificate must be attached)

What products do you plan to buy from Benchmark Materials _____

In what city/state(s) do you primarily intend to buy our products? _____

If you are already working with a Sales Representative, who is it? _____

Are POs required on invoices/tickets? ____ Yes ____ No Should we send you statements? ____ Yes ____ No

We prefer to communicate with you by E-mail – if acceptable, list the proper address by category:

General contact: _____ Material Safety Data Sheets: _____

Invoices: _____ Statements: _____

Name and Address of Principal Owner, Owners or Partners:

Name _____ Title _____

Address _____

Name _____ Title _____

Address _____

Please furnish at least three (3) TRADE REFERENCES with phone and fax number:

Name _____ Phone No. _____

Fax No. _____ Email Address _____

Name _____ Phone No. _____

Fax No. _____ Email Address _____

Name _____ Phone No. _____

Fax No. _____ Email Address _____

Please furnish one bank reference with phone number and fax number:

Bank _____ Account # _____

Phone No. _____ Fax No. _____

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TERMS AND CONDITIONS OF BUSINESS CREDIT

This Application, including all of the information contained herein, is a request for one or more extensions of Business credit to defer payment for purchase of construction materials by Applicant from Benchmark Materials, and/or its affiliates (individually and collectively). By submitting this Application to Benchmark Materials, Applicant hereby agrees to these Terms and Conditions.

Applicant hereby agrees to pay Benchmark Materials for each purchase made hereunder, as follows: Net 15th prox. (15th calendar day of the month following the month during which shipment is made.) Applicant agrees to pay Benchmark Materials a monthly late charge equal to one and one-half percent (1.5%) per month (18% APR) on all outstanding balances on Applicant's account that are unpaid after thirty (30) days from the billing date. Terms of each individual sale are set forth on each invoice and Applicant agrees to the terms of each invoice.

Applicant and Guarantor authorize Benchmark Materials from time to time to obtain one or more credit reports from any reporting agency and to obtain information regarding Applicant and Guarantor from any creditor of Applicant and Guarantor, including, but not limited to, each of the credit references listed on page 1. Applicant and Guarantor further authorize each of the creditors to give to Benchmark Materials from time to time any and all necessary information that will aid Benchmark Materials in its credit investigation. Applicant and Guarantor further authorize Benchmark Materials to reinvestigate credit status from time to time as Benchmark Materials deems necessary. Benchmark Materials reserves the right to limit, terminate, or change the terms of any extension of credit to Applicant at its sole discretion. Applicant authorizes Benchmark Materials to act as a credit reference for Applicant by responding to inquiries from other creditors or potential creditors of Applicant regarding transactions or experiences with Applicant.

Each of the undersigned does hereby certify that he/she is authorized to sign this Application on behalf of Applicant; that the information contained herein is true, accurate, and complete in all respects; and that all purchases made by Applicant will be made in the ordinary course of business of Applicant for business purposes and that no credit is sought or will be obtained for the personal, family, or household purposes of any individual. Applicant will advise Benchmark Materials in writing at 718 South Navigation Blvd, Corpus Christi, TX 78405 of any changes which occur in respect to any of the information included in this Application (including, but not limited to, any of the information provided on page 1) or any other information which may affect ability to pay, and until such time, Benchmark Materials may continue to rely on this information. Any changes in legal status or the information provided on page 1 must be communicated to Benchmark Materials at least ten (10) business days in advance by certified mail. The original Applicant will remain liable until such time as Benchmark Materials has been given a reasonable period of time to respond to any notice regarding changes in legal status and has agreed to such change. Applicant further agrees that these Terms and Conditions are governed by the laws of the State of Texas and that if any provision hereof is held invalid, illegal or unenforceable, then no other provision shall be affected or impaired thereby.

Applicant shall pay all costs of collection, including, but not limited to, costs and attorney fees, should all or any part of this account be placed for collection. Applicant further waives the right to a jury trial in the event Benchmark Materials' is required to institute suit for collection of any sums due hereunder. Applicant agrees that any and all claims arising out of or relating to any sale or extension of credit by Benchmark Materials, including, but not limited to, any action by Benchmark Materials to collect on account, may be filed in Nueces County, Texas and Applicant specifically consents to the exercise of nonexclusive personal jurisdiction over Applicant and to extraterritorial service of process, if necessary.

Benchmark Materials uses video to verify acquisition and quantity of product purchased from Benchmark Materials. At the time a vehicle enters Benchmark Materials' scale, a picture will be taken of the vehicle and license plate with the time and date stamped on the picture. This is Benchmark Materials' proof of receipt and delivery. The driver will receive a bill of lading (vehicle ticket) that states the quantity of product and location of delivery. No signature on the ticket will be required. By acquiring product from Benchmark Materials, Applicant agrees that the audit ticket and photo correctly represents the location of delivery and the product purchased, unless Applicant notifies Benchmark Materials, in writing, within seven (7) days of receipt of the product that Applicant disputes the quantity of product or location of delivery as shown on the bill of lading (vehicle ticket). Applicant agrees that any claims concerning quality control, or compliance with product specifications, shall be waived unless written notice of such claim shall be delivered to Benchmark Materials, by certified mail at the address on its invoice, within seven (7) days of receipt of such products by Applicant.

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Benchmark Materials

718 South Navigation Blvd.

Corpus Christi, Texas 78405

Email to office@benchmarkmaterials.net

Website www.benchmarkmaterials.net



Benchmark Material may at any time, assign its right for payment hereunder.

Print Name of Person Signing

Authorized Signature

Title

Print Name of Person Signing

Authorized Signature

Title

PERSONAL GUARANTY OF BUSINESS CREDIT

For value received, each of the undersigned hereby personally and individually guarantees payment when due of all indebtedness now due or which may become due by Applicant to Benchmark Materials, or any of its affiliates even though from time to time there may be no indebtedness owing by Applicant. This personal guaranty is unlimited in amount and shall apply to all balances arising from sales to Applicant. Each of the undersigned waives all notices with respect to this guaranty and waives acceptance of this guaranty by Benchmark Materials. Each of the undersigned hereby subordinates any indebtedness owed to the undersigned by Applicant and any right of subrogation or contribution against Applicant or any other guarantor until all indebtedness has been paid and satisfied in full. Each of the undersigned agrees to pay all costs of collection, including, but not limited to, attorneys fees should the account be placed for collections.

Date Signed

Print Name of Person Signing

Signature of Individual Guarantor

Social Security #

Date Signed

Print Name of Person Signing

Signature of Individual Guarantor

Social Security #