



Central Valley Concrete / Central Valley Trucking

3823 N. Highway 59

Merced, CA 95348

Phone: (209) 723-8846

Fax: (209) 384-2395

Return to: Darla Lunsford, Accounts Manager

Email: darla@centralvalleyconcrete.com

Fax: (209) 384-2395

NAME OF BUSINESS _____

EMAIL _____

TYPE OF BUSINESS _____ TELEPHONE _____

FAX # _____

MAILING ADDRESS _____ CITY/STATE _____ ZIP _____

STREET ADDRESS _____

OWNERSHIP STYLE: () PROPRIETORSHIP () PARTNERSHIP () CORPORATION

TAX ID No. _____ Social Security No. _____ D.O.B. _____

PRINCIPAL #1: _____ Drivers Lic. No. _____ State _____

PRINCIPAL #2: _____ Drivers Lic. No. _____ State _____

DATE BUSINESS STARTED: _____ CURRENT OWNERS SINCE: _____

OTHER BUSINESS INTERESTS OF OWNERS:

FIRM NAME ADDRESS

FIRM NAME ADDRESS

FORMER EMPLOYMENT OF OWNERS, IF BUSINESS IS LESS THAN TWO YEARS OLD:

FIRM NAME ADDRESS POSITION

FIRM NAME ADDRESS POSITION

CONTRACTORS BUSINESS LICENSES HELD:

BONDING COMPANY: _____

STATE LICENSE # NAME ISSUED UNDER CLASSIFICATION

BANK INFORMATION: _____

ACCOUNT NUMBER: _____

WE PURCHASE ON OPEN ACCOUNT FROM THE FOLLOWING COMPANIES:

MAJOR SUPPLIER CITY, ST TELEPHONE FAX

AGREEMENT

This contract for the sale of goods and commodities (the "Agreement") is made between Central Valley Concrete, Inc., a California corporation ("Seller") and the Customer identified herein ("Buyer").

1. Seller shall sell to Buyer and Buyer shall purchase from Seller the commodities identified herein in the quantities and at the prices stated herein. Buyer shall pay all taxes and third-party expenses imposed on, in connection with, or measured by the transaction contemplated by this Agreement.
2. **Terms of Payment:** Seller processes invoices daily. Payment is due the *10th of the following month* from the date commodity /material is delivered. Buyer shall pay a delinquency charge of 1.5% per month on all overdue amounts until the outstanding amounts are paid.
3. Seller shall deliver the commodities FOB the Seller's facility in [Plant Location of Materials Identified Above], and title to and risk of loss of the materials shall pass to the Buyer upon such delivery by Seller. Any stated delivery dates are approximate. Seller shall not be liable for any losses, damages, penalties, or expenses for failure to meet any delivery date.
4. Material availability is subject to a mutually agreeable schedule.
5. Materials supplied will meet specifications at Seller's plant on date of pick up. Buyer and Project Owner Representative shall make all inspections of any commodity material prior to unloading any commodity. Once the material/ commodity is unloaded, commodity materials shall be deemed acceptable to Buyer and Project Owner Representative as meeting specifications.
6. Seller is not obligated to sell material unless this Agreement is executed by both the Seller and Buyer and returned to Seller.
7. During hauling of material, Buyer assumes all responsibility for coordination and scheduling of trucks and hauling, which shall be coordinated with Seller. Buyer shall be responsible for any and all costs, impacts, and/or damages resulting from deliveries, and shall adhere to City, County, or State standards.
8. Buyer shall be responsible for its accurate production schedule.
9. **Disclaimer of Warranty; Due Diligence. The materials are being sold "as is," and Seller disclaims all warranties of quality, whether express or implied, including the warranties of merchantability and fitness for particular purpose.** Buyer acknowledges that it has not been induced by any statements or representations of any person with respect to the quality or condition of the materials and that no such statements or representations have been made. Buyer acknowledges that it has relied solely on the investigations, examinations, and inspections as the Buyer has chosen to make and that the Seller has afforded the Buyer the opportunity for full and complete investigations, examinations, and inspections.
10. Any material provided by Seller may be tested for compliance with specifications. However, any and all warranties, if any, are void after the materials/commodity is handled by Buyer and/or Buyer's agents, employees or representatives.
11. **Limitation of Liability. Seller shall not be liable for any indirect, special, consequential, liquidated or punitive damages (including lost profits) arising out of or relating to this Agreement or the transactions it contemplates (whether for breach of contract, tort, negligence, or other form of action) and irrespective of whether the Seller has been advised of the possibility of any such damage.** In no event will the Seller's liability exceed the price the Buyer paid to the Seller for the specific materials provided by the Seller giving rise to the claim or cause of action.
12. **Force Majeure.** Seller shall not be liable for delays in performance or for non-performance due to unforeseen circumstances or causes beyond the Seller's reasonable control including, but not limited to, acts of God, acts of public enemy, wars, insurrections, acts of the Government, fires, floods, epidemics, pandemics, novel coronavirus, quarantine restrictions, labor disputes, unusually severe weather, unforeseen shortages in supplies, or any other cause beyond the reasonable control of Seller.
13. **Governing Law and Designation of Forum.** The laws of the State of California shall govern all matters arising out of or relating to this Agreement and the transactions it contemplates, including, without limitation, its interpretation, construction, validity, performance (including the details of performance), and enforcement. A party bringing a legal action or proceeding against the other party arising out of or relating to this Agreement, or the transactions it contemplates, shall bring the legal action or proceeding in the State of California in Merced County. Each party to this agreement consents to the exclusive jurisdiction of the courts of the State of California, in Merced County, for the purpose of all legal actions and proceedings arising out of or relating to this Agreement or the transactions it contemplates.
14. **Recovery of Attorney's Fees and Costs.** In the event Seller is required to retain an attorney to recovery any amounts owed by Buyer under this Agreement, Buyer agrees to pay any and all attorney's fees reasonably incurred by Seller in the collection of said amounts, including pre-litigation costs and fees. In the event legal action or proceedings are filed to enforce the terms and conditions of this Agreement, or the transactions it contemplates, the prevailing party shall be entitled to recover its reasonable attorney's fees, expert witness fees, costs, and expenses, in addition to any other relief awarded.
15. **Adequate Assurance.** Seller reserves the right by written notice to cancel any order or require full or partial payment or adequate assurance of performance from Buyer without liability to Seller in the event of: (i) Buyer's insolvency, (ii) Buyer's filing of a

voluntary petition in bankruptcy, (iii) the appointment of a receiver or trustee for Buyer or (iv) the execution by Buyer of an assignment for the benefit of creditors. Seller reserves its right to suspend its performance until payment or adequate assurance of performance is received and also reserves its right to cancel Buyer's credit at any time for any reason.

16. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all other agreements, whether written or oral, between the parties.

17. Amendments. No amendment to this Agreement will be effective unless it is in writing and signed by both parties.

18. Counterparts; Electronic Signatures. This Agreement may be signed in one or more counterparts, which together will form a single agreement. This Agreement may be signed electronically.

19. A twenty (20) day preliminary notice will be mailed with each new order. This notice contains cost information and will be sent to all parties.

20. This quote is conditioned on Seller's approval of Buyer's credit.

DATED: _____ APPLICANT: _____

PRINCIPAL #1: _____ PRINCIPAL #2: _____

PERSONAL GUARANTY FOR CORPORATE DEBT

PERSONAL GUARANTY BY THE UNDERSIGNED OFFICERS, DIRECTORS, SHAREHOLDERS AND/OR MEMBERS OF BUYER.

By signing this Agreement in an individual, as well as in a corporate capacity, each undersigned officer, director, shareholder and/or member of BUYER agrees to be personally liable, jointly and severally, for the acts, errors, omissions and obligations of BUYER under this Agreement and any modifications or changes thereto signed by any representative of BUYER, both present and future. Guarantor(s) shall be directly liable to SELLER for all such obligation(s) without requiring that SELLER first proceed against BUYER. Guarantor(s) agree; (1) this Guaranty includes liability relating to claims relating to the Agreement; (2) Guarantor(s) obligations shall remain in full force and effect regardless of any Agreement modifications, or extensions of time for performance or for payment; (3) Guarantor(s) hereby waive presentment, protest, notice of default, notice of changes to the Agreement; and (4) Guarantor(s) waive demand for payment and all other suretyship defenses whatsoever with respect to the obligations guaranteed under this Guaranty, and agree to pay unconditionally upon demand all amounts outstanding and due. Each reference in this Guaranty to Guarantor(s) shall be deemed to include the heirs, personal representatives, successors and assignees of Guarantor(s), all of whom shall be jointly and severally bound by the provisions of this Guaranty.

ALL CORPORATE OFFICERS MUST SIGN:

NAME	DATE

***Your Terms for your account are Net 10th of each month.
Anything owing will be due the 10th of the following month.***

JOB INFORMATION

(THIS MUST BE COMPLETED)

NAME OF JOB _____

ADDRESS OF JOB _____

OWNER INFORMATION

OWNER OF JOB _____

OWNER'S ADDRESS _____

OWNER'S CONTACT NAME _____

GENERAL CONTRACTOR INFORMATION

GENERAL CONTRACTOR _____

ADDRESS _____

CONTACT NAME _____

LENDER INFORMATION

LENDER FOR JOB _____

ADDRESS _____

CONTACT NAME _____

SUB-CONTRACTOR THAT WILL USE GRAVEL OR CONCRETE

1 NAME _____

CONTACT _____

#2 NAME _____

CONTACT _____