



**ASH GROVE MATERIALS CORPORATION**

11011 Cody Street, Suite 150  
Overland Park, Kansas 66210  
(913) 345-2030 (Phone)  
(913) 345-4863 (Fax)

**BUSINESS CREDIT APPLICATION**

*Failure to legibly complete all fields may result in processing delays. For commercial or business purposes only. Not for personal, family, or household goods or services.*

**Business Applicant**

Name:	Address:
Primary Contact:	
Phone:	FEIN and/or DUNS No:
Fax:	Date Business Started:
Email:	Prior Name(s)/Account(s):

**Trade References**

Name:	Name:
Phone:	Phone:
Email/Fax:	Email/Fax:

**Banking Information**

Bank Name:	Address:
Phone:	
Email/Fax:	Account Name:

**Principal Owners of Business Applicant**

Name:	Address:
Title:	
Phone:	Email/Fax:
Name:	Address:
Title:	
Phone:	Email/Fax:

**Authorized Signature of Business Applicant**

The Applicant agrees to the Terms and Conditions on the next page and incorporates them in this Application.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_



## ASH GROVE MATERIALS CORPORATION

### TERMS AND CONDITIONS

1. These Terms and Conditions (these “**Terms**”) are part of the Business Credit Application (the “**Application**”) submitted by the Business Applicant named therein (the “**Applicant**”). These Terms govern the Applicant’s request for credit and apply to any transactions in which the Applicant purchases or seeks to purchase products or materials from Ash Grove Materials Corporation or any of its direct or indirect subsidiaries (collectively, the “**Company**”).
2. The Applicant affirms that all information provided by the Applicant in connection with the Application is true and correct. The Applicant will provide updated business and financial information to the Company upon request. The Company may use and rely upon any information provided by the Applicant, and the Applicant will promptly notify the Company if any information provided by the Applicant becomes untrue or incorrect.
3. At any time, the Company may conduct credit inquiries, obtain credit reports, solicit information, and communicate with any one or more third parties regarding the Applicant and each of the Applicant’s principal owners. The Applicant authorizes third parties to communicate with the Company and provide any and all information requested by the Company in connection with the foregoing. The Company may report its credit experience with the Applicant to any one or more credit reporting agencies.
4. Any sale of products or materials by the Company to the Applicant will be governed exclusively by these Terms and any additional terms and conditions established by the Company and set forth on or incorporated in an instrument (including a ticket or invoice) issued by the Company. No other terms or conditions will apply unless expressly agreed to in a writing signed by an authorized representative of the Company.
5. Unless stated differently on an instrument (including a ticket or invoice) issued by the Company, all amounts owed by the Applicant to the Company will be paid in full within 30 days. The Applicant’s obligation to pay when due is absolute and may not be set off or withheld for any reason. Past due amounts will accrue interest at the rate of 1.5% per month (18% per year) or the highest rate permitted by law, whichever is less.
6. If the Applicant breaches any obligation it owes to the Company or fails to pay any amount owed when due, the Company may immediately exercise any and all rights and remedies available to it, including without limitation the right to suspend performance under or terminate any then existing agreements, the right to accelerate and make immediately due any outstanding amounts, and the right to set off or net any amounts owed by Applicant against any amounts owed by Company.
7. The Applicant grants the Company a lien on and security interest in and to all of the Applicant’s right, title, and interest in, to, and under the Applicant’s assets, personal property, and contractual rights, including without limitation the Applicant’s accounts, equipment, goods, inventory, fixtures, receivables, and general intangibles, whether now existing or hereafter arising or acquired, and all proceeds and products therefrom. The Applicant authorizes the Company to file any financing statements and amendments thereto deemed necessary by the Company in its sole discretion to secure or perfect its rights under applicable law in connection with the foregoing.
8. The Company may refuse to offer credit to the Applicant for any or no reason. The Company may, in its sole discretion, increase, reduce, suspend, or revoke credit at any time for any or no reason. The Company may condition any credit related determination on the receipt of adequate financial assurance from the Applicant in such form and in such amount as the Company may determine in its sole discretion.
9. The Company may refuse to sell to the Applicant for any or no reason. Neither the acceptance of the Application nor the provision of credit will constitute an offer or create any obligation to sell. The Applicant’s aggregate amount of credit outstanding at any time may not exceed any credit limit established by the Company.
10. These Terms will be governed by the laws of the State of Kansas without regard to conflict of laws principles that would require the application of any other law. Any proceeding arising out of or relating to these Terms may be brought in the courts of Johnson County, Kansas or, if it has or can acquire jurisdiction, in the United States District Court for the District of Kansas. The Applicant and the Company submit to the jurisdiction of such courts in any such proceedings.
11. The Applicant will reimburse the Company for any reasonable costs and expenses incurred by the Company in enforcing these Terms, including any court costs, reasonable attorneys’ fees, and reasonable costs of collection.
12. No failure, delay, or single or partial exercise of any right, power, or privilege by the Applicant or the Company will operate as a waiver of any right, power, or privilege of such party. If any provision of these Terms is held invalid or unenforceable, the other provisions will remain in full force and effect. Any provision of these Terms held invalid or unenforceable in part will remain in full force and effect to the extent not held invalid or unenforceable.



ASH GROVE MATERIALS CORPORATION

GUARANTY

For value received, and to induce the extension of credit for commercial or business purposes to the Business Applicant (the "Applicant") named in the Business Credit Application submitted in connection with this Guaranty, the undersigned Guarantor(s) hereby unconditionally and irrevocably guarantee, jointly and severally, to Ash Grove Materials Corporation and its direct and indirect subsidiaries (collectively, the "Company") the prompt payment when due of any and all obligations and liabilities of the Applicant to the Company, including interest on past due amounts, court costs, reasonable attorneys' fees, and reasonable costs of collection. This is a continuing Guaranty, and Guarantor(s) hereby waive diligence, presentment, protest, notice of protest, acceleration, dishonor, the filing of claims with any court in the event of the insolvency or bankruptcy of the Applicant, and any right to require a proceeding first against the Applicant.

This Guaranty will be governed by the laws of the State of Kansas without regard to conflict of laws principles that would require the application of any other law. Any proceeding arising out of or relating to this Guaranty may be brought in the courts of Johnson County, Kansas or, if it has or can acquire jurisdiction, in the United States District Court for the District of Kansas. The Guarantor(s) and the Company submit to the jurisdiction of such courts in any such proceedings. The Guarantor(s) will reimburse the Company for any reasonable costs and expenses incurred by the Company in enforcing this Guaranty, including any court costs, reasonable attorneys' fees, and reasonable costs of collection.

For Entities:

For Individuals:

Name of Entity:

Signature:

Authorized Signature:

Printed Name:

Printed Name:

Address:

Title:

City, State, Zip:

Date:

Social Security Number:

Date:

Signature:

Printed Name:

Address:

City, State, Zip:

Social Security Number:

Date: