



Kuhlman Corporation
 Williams Concrete, Inc.
 M&R Ready Mix, Inc.

CREDIT APPLICATION

All information must be provided to process this application.

Company Name: _____	In Business Since: _____		
Physical Address: _____	City/State/Zip: _____		
Billing Address: _____	City/State/Zip: _____		
Telephone: _____	Fax: _____	Cell: _____	Email: _____
Name of Owner(s): _____			
Other Affiliates and/or Trade Names: _____			
_____ President: _____			

INDIVIDUAL / PROPRIETORSHIP

Your Legal Name: _____	Spouse: _____	
Date of Birth: - - SSN#: - -	Driver License # & State: _____	
Home Address: _____	City/State/Zip: _____	
Phone: _____	Fax: _____	Email: _____

OHIO TAX INFORMATION

Taxable: Y / N (Please circle one)	Taxpayer ID: _____
<p>*A PROPERLY SIGNED AND COMPLETED EXEMPTION CERTIFICATE MUST ACCOMPANY THIS APPLICATION FOR COMPLETE OR PARTIALLY EXEMPT CUSTOMERS.</p>	

BANK REFERENCE

Bank Name: _____	Officer: _____	Acct. #: _____
Bank Address: _____	City/State/Zip: _____	
Telephone No.: _____	Fax: _____	

PERSONAL GUARANTY

Guarantor, with full knowledge of Creditors' reliance on this Guaranty, and in consideration of the credit extended to his/her business does guaranty to Creditors, including Creditors' successors, administrators, personal representatives and assigns, the full and prompt payment of Debtor's obligations including interest of 12% annum on any outstanding balances over 30 days.

The undersigned has caused this Guaranty to be executed on the date set forth below.

Signature	Date	Title
Print Name	Address:	City/State/Zip:

TRADE REFERENCES (Must have used within last 12 months, email address preferred)

Business Name: _____	Contact: _____
Address: _____	City/State/Zip: _____
Phone: _____	Fax: _____ Email: _____
Business Name: _____	Contact: _____
Address: _____	City/State/Zip: _____
Phone: _____	Fax: _____ Email: _____
Business Name: _____	Contact: _____
Address: _____	City/State/Zip: _____
Phone: _____	Fax: _____ Email: _____

Project Information (If this request is for a specific job, please list all job details)

Job Name: _____
Job Address: _____
Job Owner: _____
Owner Address: _____
Prime Contractor: _____
Contractor Address: _____
Est. Tonnage Requested: _____
Additional Information: _____

Liability Insurance

Name of Carrier: _____
Agent: _____
Phone: _____

Contact Information

Accounts Payable Contact: _____
A/P Phone: _____
A/P Fax: _____
A/P Email: _____
Estimating Contact: _____
Est Phone: _____
Est Fax: _____
Est Email: _____
Please circle which form of communication each department prefers for invoices and quotes.

Please return completed and signed credit application to:
 Michelle Taylor - Credit and Collection Manager – The Gerken Companies
 9072 County Road 424, Napoleon, OH 43545
 Phone 419.533.1166 Email: michelle.taylor@gerkenpaving.com

—————→ CUSTOMER INITIALS AND DATE: **Initials** **Date**

TERMS AND CONDITIONS

APPLICABILITY. These Terms and Conditions on account shall apply to all quotations, proposals, sales, rentals or leases between the Customer identified and Company (Kuhlman Corporation, M&R Ready Mix, Inc. and Williams Concrete, Inc, their subsidiaries and affiliates, hereinafter defined as "Company.")

ACCEPTANCE. This offer is entire and not severable, is made subject to the conditions and provisions herein. Company will not recognize any separate purchase order unless approved in writing by company authorized agent. NO MODIFICATION SHALL BE AFFECTED BY COMPANY'S ACKNOWLEDGMENT OR ACCEPTANCE OF CUSTOMER'S PURCHASE ORDER FORMS CONTAINING TERMS OR CONDITIONS WHICH CONFLICT WITH THOSE SET FORTH HEREIN. COMPANY'S TERMS AND CONDITIONS WILL SUPERCEED ANY OTHERS.

PRICES. Company is pleased to offer to sell or lease and may deliver to Customer the goods and services identified at the prices and quantities indicated, subject to the terms and conditions herein. Unless otherwise indicated, the prices quoted apply only to shipments made to Customer within 30 days from quotation date. Unless otherwise specified, deliveries thereafter will be invoiced at the prices in effect at the time of shipment. Monthly concrete form rental/purchase prices are subject to adjustment during the rental term for the prevailing rental/purchase price in effect at the time of invoicing. Rentals on all items commence immediately upon the date of shipment and cease on date of return to Company warehouse. All rentals shall be invoiced monthly. For the purpose of rentals, each week is presumed to have 7 days and each month 28 days, and prorations will be made on this basis. Rental Customers shall have the right to return leased equipment at any time, it being strictly understood and agreed that there shall be a minimum rental period of one month and all rentals shall be prorated after the expiration of the minimum period. Shipment of products cannot be extended beyond the original shipping date without Company consent. All prices (except those for ready- mixed concrete) are FOB shipping point, unless otherwise noted. No order may be canceled or changed in whole or in part without the prior consent of Company.

TAXES. Unless a tax exemption certificate is sent to Company for each tax-exempt project, the Customer will be responsible for all applicable taxes, excise, or other charges. At Company's option, any such taxes, excise or other charges may be added to the invoice or billing statement for such goods.

TERMS/FINANCE CHARGES. Company payment terms are Net 30 days. All invoices are due and payable within 30 days of the date on the first Statement of Account on which charges appear. A Finance Charge of 1% per month (12% Annual Percentage Rate) will be charged upon all balances not paid within 30 days of first appearance on the Statement of Account. Deliveries may be suspended at Company's option at any time if balances remain outstanding beyond 30 days from the date on the first Statement of Account

CREDIT. All accounts are subject to credit verification and approval by Company. If, in the sole judgment of Company, the financial responsibility of Customer shall at any time become impaired, Company may decline to make further deliveries. All checks returned unpaid by Customer's bank will be assessed a Returned Check Fee which shall be paid by Customer. Said fee will be determined by Company, but in no event shall exceed \$50.00.

DEFAULT. Each shipment shall constitute a separate and independent transaction and Company may recover for each such shipment without reference to any other. If Customer is in default in the payment of any sum due, or with respect to any other of the terms or conditions, Company may, at its option, defer further shipments hereunder until such default be remedied, or, in addition to any other legal remedy, Company may decline further performance under the Terms and Conditions. In the event of any proceedings, voluntary or involuntary, in bankruptcy or insolvency by or against Customer, or in the event of the appointment, with or without the Customer's consent, of an assignee for the benefit of creditors or of a receiver, then Company may terminate the account for default and hold Customer accountable for any additional costs or damages incurred. In the event Customer's account is turned over to an attorney or other agency for collection, Customer shall pay all reasonable attorneys' fees, collection expenses and court costs incurred by Company.

BUILDING MATERIAL DELIVERIES. Customer shall provide Company with reasonable and sufficient advance shipping instructions. Unless otherwise noted, the Customer agrees to pay in addition to the purchase price and/or rental charge, all transportation charges from the shipping point to destination and, in the case of leased items, the return thereof. All goods shall be shipped FOB Company dock or Company's supplier's dock. Title to purchased products and risk of loss shall transfer to Customer upon delivery of the goods by Company or Company's supplier to carrier. Customer agrees to bear the expense of any premium transportation charges/fuel surcharges unless otherwise agreed. Company may, at its option, add to the price of goods sold hereunder the amount of any increase in transportation charges for shipments to Customer, provided that such transportation charges are payable by Company hereunder. If a specific delivering carrier is required, Customer must designate such carrier in writing to Company prior to shipment, and any freight premium incurred over the most economical means of transportation will be for the Customer's account. Regarding stock building materials delivered by Company, Company shall levy and collect a delivery charge consistent with its current rate schedule. All carriers shall be the agent of Customer and all arrangements for the return of leased items are the responsibility of Customer.

PLACE OF DELIVERY. When deliveries of products/materials are made to places other than on paved streets, Customer must provide suitable hard-surfaced roadways or approaches permitting safe access of trucks to the point of delivery under their own power, as well as qualified spotters/flagmen to assist in required backing movements. Company reserves the right to refuse deliveries in the event such roadways are not provided or if Company's driver deems conditions, in his/her sole discretion, to be unsafe for delivery. If Customer orders deliveries beyond the curb line, Customer shall be responsible for removal of mud from truck wheels and tires, and Customer assumes all liability for damage to any and all property which occurs during such delivery and agrees to indemnify Company against all liability as a result thereof. Customer is to arrange for immediate unloading of materials with his own crew if Company does not perform same.

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BUILDING MATERIAL HANDLING CHARGES. A 20% restocking charge will be assessed on all returned merchandise in undamaged, resalable condition. NON-STOCK OR SPECIAL ORDERS ARE NOT RETURNABLE. All returns must be approved by Company in advance and must be accompanied by the original invoice. If material is returned on Company's trucks, Company shall levy and collect a delivery charge based upon its current rate schedule.

FORMING SYSTEM RENTALS. This Contract does not include wood of any kind (except that which is a part of a prefabricated panel or item), or the unloading, cleaning, assembly, or erection of the items after delivery. It is understood and agreed by and between the parties hereto that title to all equipment on rental shall remain vested in Company or Company's supplier, and in the event the Customer elects to purchase such equipment, title shall not pass to the Customer, but shall remain vested in Company or Company's supplier until the entire purchase price is paid. Customer agrees leased equipment will not be moved or transferred from one construction jobsite to another, nor shall any other person or entity be permitted to use the leased equipment for any purpose, without prior written consent of Company. Customer agrees not to subject the equipment to abuse or misuse. All equipment rented by Customer shall, at the termination of this Contract, be returned to Company's warehouse in the same condition as when it left, reasonable depreciation through careful use accepted, and in the case of forming panels, cleaned, treated with a release agent and ready for use. Any equipment not returned shall be billed at the prevailing unit purchase price in effect at the time of such billing, and any equipment damaged by drilling, puncturing, bending, sawing, including drilling of holes through plywood faces, or by use other than careful use, shall be repaired and replacement made in such manner as in the sole discretion of Company is deemed necessary, and at the expense of the Customer, and Company shall have the right to collect from Customer such amounts as it has expended or incurred in such repair and replacement, the same as though such amounts were additional rental. In the event additional leased equipment other than that specifically covered hereunder is requested to be shipped to the Customer, the additional leased equipment shall be subject to the same terms and conditions herein. Customer shall have the option to purchase leased components pursuant to Company's standard purchase option by giving written notice to Company at the address shown on this form. Lessee shall carry insurance to the full insurable value of the equipment leased against loss by fire, theft, and other insurable hazards, for the benefit of Company, its successors, and assigns. The Customer agrees to permit Company or its agents, during reasonable hours, to enter the premises of the Customer for the purpose of inspecting leased items, and further, to inspect any leased items being used at a construction site. In case of default of any installment of rent when due, or upon the breach of any other condition of these Terms and Conditions, or if Company shall deem the equipment in jeopardy, or upon termination of the lease agreement as herein provided, the full amount of rent then unpaid hereunder shall become due and payable forthwith at the election of Company, and Company may, at its option without notice or demand and without legal process, take possession of such equipment wherever it may be located with all actions and substitutions, whereupon all rights of Customer in such equipment shall terminate absolutely, but Customer shall not be released from its obligation under this agreement until the full amount of rental unpaid, together with all other obligations to pay Company money under terms of this lease, have been paid in full. Customer hereby irrevocably authorizes any attorney or any court of record to appear for Company and confess judgment or obtain injunctive relief where such actions are permitted by law, against Customer for all unpaid rentals and other monies due hereunder, return of Company's property, plus all expenses incurred enforcing the terms of this lease, without stay of execution, and Customer hereby waives and releases relief from any and all appraisements, stay and exemptions laws then in force, and Customer agrees that Company's rights hereunder are cumulative and not alternative, and the waiver of any default on the part of Customer shall not be held to operate as a waiver of any subsequent defaults.

FORMING SYSTEM DRAWINGS. Any layout drawings for concrete forms furnished by Company to Customer are provided as a service to Customer to conceptually illustrate the assembly of Company's products only. Such layout drawings are not intended to be fully directive nor cover engineering details on Company's products, equipment, or materials not furnished by Company nor the interconnection therewith. Inasmuch as Company does not control jobsite assembly or procedures, grade or quality of materials or equipment supplied by others, it is the responsibility of Customer to integrate Company's drawings into composite drawings suitably complete for construction purposes consistent with safe practice and overall project objectives. Company shall not be responsible in the event of any deviations, changes or alterations to the recommended assembly details described in Company's layout drawings.

READY-MIXED CONCRETE DELIVERIES. It is the intent of Company to have ready-mixed concrete and related products arrive at Customer's site at the time and rate ordered by Customer; however, full cooperation of Customer and 24-hour advance notice is necessary to facilitate timely delivery. Company agrees to use its best ability and dispatch in meeting requested delivery schedules but cannot guarantee same. Prices and quantities are based on the volume of concrete products in a set and unhardened state at the time of discharge from the delivery truck, as determined in accordance with provisions of current ASTM Specification C-94.

READY-MIXED CONCRETE QUALITY ASSURANCE. Company may provide technical assistance as is necessary and reasonable, including submittal of proposed mix designs. Additional testing shall be at the expense of Customer. Concrete will meet current applicable ASTM Specifications and conform to approved mix designs, within the tolerances of current ASTM Specification ASTM C-94. Prior to unloading concrete, Customer shall inspect delivery tickets for conformity with order. Customer's signature hereto shall constitute acceptance of the concrete as specified. Company reserves the right to take test cylinders from the concrete as delivered. Company is not responsible for the slump, strength or quality of any concrete to which water, or any other material has been added by Customer, its employees or agents, or at its request by Company, except for water required to increase the slump at the time of arrival to that provided for in the mix design. EXCESS WATER REDUCES STRENGTH AND MAY CAUSE OTHER HARMFUL IMPACTS ON QUALITY AND PERFORMANCE. If slow unloading threatens product quality or concrete accumulation in mixer drum, truck shall be returned to Company forthwith, and Customer shall be responsible for costs of removing concrete accumulation. If there are repeated delays in unloading, Company reserves the right to suspend deliveries until conditions are corrected. Sampling of concrete and testing for strength shall be in strict accordance with procedures described in the current ASTM Specification C-94. Conformance with strength requirements shall be determined on the basis of that specification. When testing is required, strength tests must be performed by a testing service whose facilities and competence to perform such tests have been inspected within the past three years, pursuant to ASTM E329, by a qualified national authority and any reported deficiencies corrected. Sampling must be done by a certified technician. Tests for slump and air content shall be made in accordance with procedures listed in the

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current ASTM Specification C-94. Any rejection of concrete on the basis of deviations in slump or air content must be made at the time of delivery. Since Company has no control over the placing, curing or handling of concrete after unloading, Company cannot guarantee, and shall under no circumstances be held liable for the finished work in which its concrete is used.

READY-MIXED CONCRETE WARNING. CONTACT BETWEEN FRESH CONCRETE PRODUCTS AND SKIN, EYES AND CLOTHING MAY CAUSE SKIN IRRITATION OR INJURY. WASH EXPOSED AREAS PROMPTLY WITH CLEAN WATER. SEEK PROMPT MEDICAL ATTENTION WHEN NECESSARY. CUSTOMER MUST OBSERVE ALL SAFETY INSTRUCTIONS WHICH ACCOMPANY COMPANY'S DELIVERY TICKET. CUSTOMER AGREES TO PROVIDE THIS WARNING TO ALL EMPLOYEES AND OTHER PERSONS WHO MAY COME INTO CONTACT WITH CONCRETE AND WILL INDEMNIFY COMPANY AGAINST ANY CLAIMS ARISING AS A RESULT OF ITS FAILURE TO DO SO.

READY-MIXED CONCRETE ADDITIONAL CHARGES. Customer acknowledges that Company may levy and collect additional charges to compensate Company for additional costs for such items as winter heated concrete, chilled concrete, admixtures, special mixes, special aggregates, fibers, overtime deliveries, weekend and holiday deliveries, small or part loads, finish-up loads, excessive unloading time, orders canceled or postponed on the day of scheduled delivery (whether concrete has been batched or not), returned concrete (for all concrete sent back for any reason beyond Company's control), fuel surcharges, environmental fees, etc. Such charges shall be determined per Company's current rate schedule for such items. Said schedule will be determined by Company in its sole discretion.

SAFETY DATA SHEETS. Safety Data Sheets are available for all products upon request. If no request is made by Customer, Company will assume that Customer is in possession of all required SDSs and similar materials.

WARRANTY. Customer must read and comply fully with all manufacturer's product, application, installation, SDS, and warranty information. Only manufacturer's warranties or guarantees apply on items purchased by Customer from Company. Company warrants that rental equipment will be free from material defects at the time of delivery, and in the case of custom-designed formwork, will possess the characteristics contained in the approved design drawings. Company does not warrant or guarantee products for a particular application. Warranties will not apply to any item which has been subjected to misuse, neglect, or accident. COMPANY MAKES NO EXPRESS WARRANTIES; THERE ARE NO IMPLIED WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE OF ANY SHIPMENT AND THERE IS NO IMPLIED WARRANTY OF MERCHANTABILITY; AND CUSTOMER ASSUMES ALL RISK AND LIABILITY FOR ALL DIRECT OR INDIRECT, CONSEQUENTIAL OR INCONSEQUENTIAL LOSS, DAMAGE OR INJURY TO PERSON OR PROPERTY, WHETHER THAT OF CUSTOMER OR ANY THIRD PARTY, RESULTING FROM THE USE OR HANDLING OF THE GOODS, BY CUSTOMER OR ANY THIRD PARTY, UNDER ANY CIRCUMSTANCES. Customer's sole remedy for defective goods shall be replacement of such defective goods at Company's FOB point. Charges for correcting defects will not be allowed, nor can items returned for credit be accepted, unless authorized in advance by Company and upon Company's terms.

DELAYS. Company shall not be liable for any failure or delay in manufacture, shipment or delivery of products resulting from any cause beyond Company's control, including, but not limited to, delays caused by the Customer in approving transaction details or drawings, acts of God, fires, floods, wars, sabotage, accidents, labor disputes or shortages, plant shut down, equipment failure, power failure, water supply failure, adverse weather conditions, voluntary or involuntary compliance with any law, order, rule or regulation of government agency or authority, or inability to obtain goods (including power and fuel), equipment or transportation. Shipping dates are approximate and are based on factory conditions at the time of quotation. Company shall not be liable for failure or delay in performance due to prior sale of products.

CLAIMS/LIMITATION OF DAMAGES. No claim of any kind, whether as to goods delivered or for non-delivery of goods, including claims of shortages or improper or defective materials, and whether arising in tort or contract shall be greater in amount than the purchase price or lease rate of the goods in respect of which such damages are claimed; and the failure to give written notice of claims within fifteen (15) days from the date of delivery, or the date fixed for delivery, as the case may be, shall constitute a waiver by Customer of all claims in respect of such goods. IN NO EVENT SHALL COMPANY BE LIABLE FOR SPECIAL, DIRECT, INDIRECT OR CONSEQUENTIAL DAMAGES AND COMPANY'S LIABILITY, WHETHER FOR NEGLIGENCE OR OTHERWISE, SHALL BE LIMITED TO THE REPLACEMENT OF DEFECTIVE GOODS AND IN NO EVENT SHALL EXCEED THE PURCHASE PRICE OR LEASE RATE OF THE GOODS IN RESPECT OF WHICH DAMAGES ARE CLAIMED. Customer shall and warrants that it will comply with all federal, state and local laws, regulations, ordinances and rules including, but not limited to, all environmental laws, safety regulations, ordinances and use and maintenance rules in its use, storage or disposal of the goods. Customer shall indemnify Company for any costs incurred by Company for claims of any third party arising from Customer's use, storage or disposal of the goods or the failure by Customer to carry out any of its obligations hereunder. Customer shall pay all damages for any injury or death sustained by any person or persons and for all damage to property growing out of any act or deed, or any omission to act, of the Customer or any subcontractor or any servant, agent or employee of the Customer and to indemnify, save and keep Company harmless against all liabilities, judgments, costs, damages and expenses which may in any way come against Company for or on account of injury received or death sustained by any person or persons and for all damage to property caused by any act or deed, or any omission to act, of the Customer or any subcontractor, or any servant, agent or employee of the Customer in the performance of work with the goods specified herein or any of them, or in which such items are used, except where such liability results from the gross negligence of Company or its servants, agents or employees.

MODIFICATIONS. These Terms and Conditions constitute the entire agreement between the parties and there are no understandings, representations or warranties of any kind, express or implied, not expressly set forth herein. No modification of this Agreement shall be of any force or effect unless such modification is referred to as an Amendment to these Terms and Condition, in writing, and signed by the parties; AND NO MODIFICATION SHALL BE AFFECTED BY THE ACKNOWLEDGMENT OR ACCEPTANCE OF CUSTOMER'S PURCHASE ORDER FORMS CONTAINING TERMS OR CONDITIONS AT VARIANCE WITH THOSE SET FORTH HEREIN.

ASSIGNMENT. This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of each of the parties hereto but shall not be assigned by Customer without the prior written consent of Company. Customer shall notify Company by Certified Letter immediately of any change in ownership status of Customer.

WAIVER. Company's waiver of any breach, or failure to enforce any of the terms and conditions of this Contract, at any time, shall not in any

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way affect, limit or waive Company's right thereafter to enforce and compel strict compliance with every term and condition hereof. Any waiver by Company of Company's rights, whether a single waiver by Company or repeated waivers by Company, shall not be deemed to be a course of dealing which Customer may rely upon.

APPLICABLE LAW. The Customer and Company agree that this Contract shall be deemed to have been made and executed in the State of Ohio and that any dispute arising under this Contract shall be resolved in accordance with the internal laws of the State of Ohio. Customer and Company agree that any legal action related to this Contract shall be filed in any court of competent jurisdiction in Ohio.

FORM OF CONTRACT. Company is a supplier of goods, materials and equipment, within the meaning of applicable laws and regulations, and is not to be deemed a subcontractor.

This agreement contains the full and entire agreement between the parties and shall be effective from and after its acceptance by Company and approval by Company's credit department. This agreement shall not be amended or altered in any manner unless such amendment or alteration is in writing and executed on behalf of Company by one of its corporate officers. This agreement shall be construed in accordance with the laws of the State of Ohio and shall be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.

<i>Signature</i>	<i>Date</i>	<i>Title</i>
<i>Print Name</i>	<i>Address</i>	<i>City/State/Zip</i>

For Office Use Only:	Approved By _____	Date _____	Customer Code _____	Credit Limit _____
Notes _____				

