

# COMMERCIAL AND BUILDER CREDIT APPLICATION



4220 Stanley Dr. NE  
Rio Rancho, NM 87144  
(505) 771-7755  
FAX (505) 771-7757  
1-888-412-0778

1717 2<sup>nd</sup> St NW  
Albuquerque, NM 87102  
(505) 843-6677  
FAX (505) 843-6799  
1-800-725-3490

5946 Agua Fria  
Santa Fe, NM 87507  
(505) 471-3491  
FAX (505) 471-0054  
1-800-725-3491

190 Girard St.  
Durango, CO 81303  
(970) 382-8100  
FAX (970) 422-7335

1100 La Plata Hwy  
Farmington, NM 87401  
(505) 325-8880  
FAX (505) 325-8424  
1-800-725-3794

451 Pioneer Pl  
Las Cruces, NM 88005  
(575) 526-4557  
FAX (575) 526-4562  
1-877-281-6943

7250 Brogan Dr Ste B  
El Paso, TX 79915  
(915) 613-4109  
FAX (915) 613-4146  
1-888-287-0643

**COMPLETE IN FULL (Print legibly)**

Date \_\_\_\_\_  
Salesman \_\_\_\_\_  
Legal Business Name \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
Office Phone \_\_\_\_\_ Fax \_\_\_\_\_  
Cell \_\_\_\_\_ Email \_\_\_\_\_  
Type of Business \_\_\_\_\_

<b>*BOX MUST BE COMPLETED</b>	
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership
<input type="checkbox"/> Corporation	<input type="checkbox"/> Government Agency
<input type="checkbox"/> LLC	<input type="checkbox"/> Other
Current Financial Statement	
Attached	Yes      No
How Long in Business?	_____ Years
Tax Status	<input type="checkbox"/> Taxable
	<input type="checkbox"/> Nontaxable
CRS # _____	

**COMPANY OFFICERS OR PARTNERS**

(Name) _____	(Title) _____	(Soc. Sec. No.) _____	(Date of Birth) _____	(Phone) _____
(Name) _____	(Title) _____	(Soc. Sec. No.) _____	(Date of Birth) _____	(Phone) _____
(Name) _____	(Title) _____	(Soc. Sec. No.) _____	(Date of Birth) _____	(Phone) _____
(Name) _____	(Title) _____	(Soc. Sec. No.) _____	(Date of Birth) _____	(Phone) _____

If Subsidiary, Name of Parent Co. \_\_\_\_\_

Address \_\_\_\_\_  
Name of Person and Telephone Number to Contact for Further Credit Information \_\_\_\_\_

**BANKING (MUST COMPLETE)**

Name \_\_\_\_\_ Address \_\_\_\_\_ Phone \_\_\_\_\_ ( ) Checking  
Name of Officer or Manager Handling Account \_\_\_\_\_ ( ) Loans

**TRADE REFERENCE (Do not include revolving accounts or any cash paying merchants)**

Name \_\_\_\_\_ Acct. No. \_\_\_\_\_ Phone \_\_\_\_\_  
Address \_\_\_\_\_ Fax \_\_\_\_\_  
Name \_\_\_\_\_ Acct. No. \_\_\_\_\_ Phone \_\_\_\_\_  
Address \_\_\_\_\_ Fax \_\_\_\_\_  
Name \_\_\_\_\_ Acct. No. \_\_\_\_\_ Phone \_\_\_\_\_  
Address \_\_\_\_\_ Fax \_\_\_\_\_

**TERMS AND CONDITIONS OF SALE**

STATEMENT: In consideration of credit being extended by Chaparral Materials, Inc., the undersigned understands (1) that it will be paying a Time Price as defined below; (2) that the information contained herein is being relied upon by Chaparral Materials, Inc. for the extension of credit; (3) that the information stated above by the undersigned is true and correct; (4) the undersigned hereby authorizes Chaparral Materials, Inc. to conduct thorough credit investigations, including accessing information provided by credit reporting agencies; (5) should credit availability be granted by Chaparral Materials, Inc., all credit shall be extended at the sole discretion of Chaparral Materials, Inc. Chaparral Materials, Inc. may increase, decrease or terminate any credit availability at any time within its sole discretion and customer agrees to pay any and all amounts due; (6) that the undersigned agrees to make payment by the 20<sup>th</sup> of the month following date of purchase; (7) the parties agree and consent that the Second Judicial District Court and/or the Bernalillo County Metropolitan Court shall have exclusive jurisdiction and venue regarding any matters arising out of or related in any manner to this credit application and extension of credit; (8) Chaparral Materials, Inc. reserves the right to curtail or discontinue credit in the future as necessary.

SEE REVERSE SIDE FOR IMPORTANT INFORMATION

**CHARGE SALES:** If the seller elects to extend credit, all invoices are due and payable on or before the 20<sup>th</sup> of the month next following the month of purchase. A late payment charge of 1½% (18% annually) will be added to all past due accounts or balance over 30 days old. Additional fees are applicable for payments made by a Credit Card. In case buyer becomes, or is, insolvent, bankrupt or any proceeding materially affecting his business or property is instituted against buyer, or buyer fails to pay seller's invoices when due, seller shall, at its option, be free to curtail or discontinue its sales or deliveries for so long as such conditions shall continue. In addition, buyer shall be responsible and obligated to pay all court costs, reasonable attorney's fees, and other expenses incurred by the seller in the collection and liquidation of buyer's past due charges.

**MECHANICS' LIENS:** Buyer, as an inducement to seller to sell and deliver the items agreed upon, hereby expressly represents to seller that buyer has not done and will not do, either directly or indirectly, anything whatsoever which has, or will have, the effect of releasing, waiving, or surrendering the Mechanics' Lien rights of seller to the property to be improved. No Waivers of Lien for materials shall be required of seller until the same shall have been fully paid for. Upon demand by seller, buyer shall be obligated to immediately furnish seller with all necessary legal descriptions and all other relevant information necessary for seller to perfect a Mechanics' Lien. Buyer agrees to pay for all court costs, recording fees, reasonable attorney's fees, and other expenses incurred by seller in securing seller's Mechanics' Lien rights in the event of default by the buyer to pay according to the terms stated in the preceding paragraph.

**DELIVERY AND PURCHASES:** Buyer authorizes purchases and deliveries to be made without signature. Buyer shall have an agent on the job site to receive all materials. In case of agent's absence, seller may, at its option, deliver the same, and the driver's signature and statement in writing as to materials so delivered shall be conclusive evidence of delivery of said articles. All materials, when delivered and receipted for, shall become the sole responsibility of the buyer thereafter and all risks of loss shall be transferred to buyer. Seller shall not be liable and shall have no responsibility in connection with goods or materials placed in or upon buyer's vehicle, even if seller loads or helps load materials in or upon buyer's vehicle. Buyer hereby waives any and all claims, demands, or rights in connection with losses or liabilities that may arise out of loading materials in or upon buyer's vehicle.

**MATERIALS RETURNED:** Unless due to seller's error, no materials are to be returned or credit allowed without seller's prior authorization. Authorized returns in good condition are credited at invoice price less 20% to cover handling and service charges and expenses. Special ordered, non-stock merchandise may not be returned. All returns for credit must be accompanied by a purchase receipt.

**INVOICE DISPUTES:** Should customer believe that any invoice is incorrect or contains errors of any kind, customer shall provide written notice of such errors or discrepancies to Chaparral Materials, Inc. within thirty (30) days of receipt of the invoice. Should customer fail to provide notice of any error or discrepancy within thirty (30) days, such invoice shall be deemed correct and payment will be due.

**GUARANTEES AND WARRANTIES: SELLER GUARANTEES AND WARRANTS TO BUYER THAT ALL GOODS AND MATERIALS SOLD HEREUNDER ARE OF GOOD SOUND QUALITY, FIT FOR THE PURPOSES FOR WHICH THEY ORDINARILY ARE USED, AND WILL PASS WITHOUT OBJECTION IN THE TRADE UNDER THE INVOICE DESCRIPTION. THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, WHICH EXTEND BEYOND THOSE STATED HEREIN. ALL CLAIMS UNDER THIS GUARANTEE MUST BE IN WRITING AND RECEIVED BY THE SELLER WITHIN ONE YEAR FROM THE DATE OF DELIVERY TO THE BUYER IN ORDER TO BE VALID. REMEDIES FOR BREACH OF THIS EXPRESS WARRANTY ARE LIMITED BY THE SELLER, AT IT'S SOLE OPTION, TO (i) REFURNISHING THE MATERIAL AS SUPPLIED WHICH HAS BEEN FOUND IN BREACH OF THIS GUARANTEE, OR (ii) REFUNDING THE PURCHASE PRICE PAID FOR SAID MATERIALS OR GOODS UPON THEIR RETURN TO SELLER. SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES OR FOR ANY AMOUNTS THAT EXTEND BEYOND THAT AFFORDED BY THIS GUARANTEE.**

**PLEASE READ THE ABOVE TERMS AND CONDITIONS OF SALE AND DO NOT HESITATE TO ASK US ABOUT ANY OF THEM IF YOU SHOULD HAVE ANY QUESTIONS OR DO NOT UNDERSTAND THEM.**

**GUARANTY AGREEMENT**

In consideration of the extension of credit granted by Chaparral Materials, Inc., the undersigned does hereby unconditionally guarantee payment of whatever amount the Credit Applicant, named on the reverse side hereof, shall at any time be owing to Chaparral Materials, Inc. on account of goods and materials hereafter delivered, furnished, or supplied, whether said indebtedness is in the form of notes, bills, open account or stated account. This shall be an open and continuing guaranty and shall continue to be in force notwithstanding any change in the form of such indebtedness, or renewals or extensions granted by Chaparral Materials, Inc., without obtaining any consent hereto, and until expressly revoked by written notice via registered mail from the undersigned Guarantor to Chaparral Materials, Inc. and any such revocation shall not in any manner affect the undersigned's liability as to any indebtedness contracted for prior thereto. The undersigned Guarantor to Chaparral Materials, Inc. further agrees to pay all expenses, including court costs, attorneys' fees paid or incurred by Chaparral Materials, Inc. in collection of any or all amounts owed them by the Credit Applicant or in enforcing this guaranty agreement. This guaranty shall be a continuing, absolute and unconditional guaranty and shall be enforceable by Chaparral Materials, Inc.

All diligence in collection or protection and all presentment, demand, protest and/or notice as to anyone or everyone, of dishonor and default and of nonpayment and of the creation and existence of any and all guaranteed debts and of any and all extensions of credit and indulgence hereunder, are expressly waived.

The liability of the undersigned Guarantor(s) shall be joint and several. Payment by the Guarantor of monies due and owing as a result of the guaranty agreement shall be due upon demand by Chaparral Materials, Inc.

Insert name of business or corporation

Date \_\_\_\_\_

\_\_\_\_\_

Applicant (Print Name) \_\_\_\_\_

Applicant (Signature and Title) \_\_\_\_\_

Joint Applicant (Print Name) \_\_\_\_\_

Joint Applicant (Signature and Title) \_\_\_\_\_

Guarantor (Print Name) \_\_\_\_\_

Guarantor (Sign individually; **No title**) \_\_\_\_\_

Guarantor (Print Name) \_\_\_\_\_

Guarantor (Sign individually; **No title**) \_\_\_\_\_



PO Box 1719  
Bernalillo, NM 87004  
(505) 771-7755  
888-412-0778  
Fax 771-7757

In order to efficiently process your credit application with Chaparral Materials, Inc., we must have a completed application. **Please mail original application and documents to address shown above.** Please follow instructions below. (Please print legibly.)

1. Date application.
2. Company name, with complete address & telephone Numbers, including a Fax #.
3. Home Office address, phone #. (If different from Company Name information.)
4. Type of Business (a current Financial Statement would be helpful to determine credit).
5. Complete the **BOX SECTION**
6. Name of Officer(s), Owner(s) or Principal(s); **Social Security Number(s) is/are required to process your individual credit and Date of Birth.** Phone Numbers (Cell) for each individual is required.
7. Parent Company name and address if you are a Subsidiary.
8. Name & phone number of a Contact person for further Credit information.
9. Bank information (Required).
10. Please give three (3) trade references including Account #'s, and Telephone numbers. Revolving or Credit Card accounts as well cash paying suppliers and personal references cannot be used as a trade reference. Without the trade references completed we won't be able continue processing your credit application.
11. Date and Print Name of Business/Corporation.
12. Print Applicant/Authorized name(s) left side and **Sign with Title** on the right side.
13. Guarantor(s): please **print** your name to left and **sign** to right **without title.**
14. Upon reviewing of your Credit Application for completion you may fax it and any other applicable documents to our Credit department directly. You may also drop off the Credit Application and all documents at any of our Yards.

Please make a copy of the Credit application so that you have a copy of our Terms and Conditions of Sales as well Guaranty Agreement. Generally processing of your application is 2-3 business days depending on completion of your application and timely response of verifying your Trade References. Once your application is processed we will contact you by phone and mail of our credit decision. Included will be your Credit Limit as well Account #. If we haven't received a non-taxable transaction certificate for sales tax if applicable then we must be provided with one at this time. All sales are taxable until we are in possession of the appropriate non-tax certificate. We also need a list of authorized purchasers on account.

Should you have any questions concerning the above procedures, please do not hesitate to contact Michael Wheeler, Director of Credit, at 1-505-771-7744 or 1-888-412-0778.