



**P.O. BOX 327
MERRIFIELD, VA 22116
PHONE: (703) 273-2536**

CREDIT APPLICATION & TERMS OF SALE

Company Name: _____

Individual Name: _____

Address: _____

City, State, Zip: _____

Phone: _____ Facsimile: _____

Type of Company:

_____ Corporation _____ Partnership _____ Sole Proprietor

Other (Please Specify) _____

Federal Tax I.D. # _____

Social Security # _____

If Corporation:

State where organized: _____

Please list all officers, their titles, and home address:

If Partnership:

State where organized: _____

Please list all partners and category – general or limited:

Are you qualified to do business in Virginia: Yes _____ No _____

Credit Limit Requested: _____

Which bank do you primarily use? _____

Account No.: _____

Please list three credit references:

Name	Address	Phone/Facsimile
		Phone: _____ Fax: _____
		Phone: _____ Fax: _____
		Phone: _____ Fax: _____

Please give us the name and address of your bonding company and agent:

Please list all other offices, construction yards, or locations where you do business other than those listed above:

CREDIT AGREEMENT

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, and the extension of credit by National Asphalt Manufacturing Corp. (hereinafter "Seller) on account from time to time, _____ (hereinafter "Purchaser") and the undersigned, _____ (hereinafter "Guarantor(s)"), hereby personally promise and guarantee payment to Seller of all present and future balances of accounts due from Purchaser to Seller for or on account of such balances, including all costs, expenses, interest and attorney's fees in connection thereof as provided below. This Agreement shall govern all subsequent accounts, purchases, or contracts between the parties, and shall override any conflicting provision in any contract or purchase order subsequently executed.

TERMS OF ALL PURCHASES BY PERCHASER ARE AS FOLLOWS:

NOTICE:

THIS INSTRUMENT CONTAINS A CONFESSION OF JUDGMENT PROVISION WHICH CONSTITUTES A WAIVER OF IMPORTANT RIGHTS YOU MAY HAVE AS A DEBTOR AND ALLOWS THE CREDITOR TO OBTAIN A JUDGMENT AGAINST YOU WITHOUT FURTHER NOTICE.

1. IT IS UNDERSTOOD that the amount of credit to be extended by Seller to Purchaser shall be in Seller's some discretion and that this guarantee shall continue in full force and effect until such time as all amounts due or incurred prior to written notice of cancellation are paid in full by Purchaser.
2. THE UNDERSIGNED FURHTER AGREES that the liability of the undersigned on this guarantee shall be immediate and shall not be contingent upon the exercise or enforcement by seller of whatever other remedies that Seller may have against other parties.
3. ALL INVOICES are due and payable within thirty (30) days. Any invoice not paid when due shall bear interest at the rate of one and a half percent per month until paid in full.
4. IN THE EVENT that the Seller retains an attorney to collect any amount not paid when due, the undersigned agrees to pay court costs, expert witness fees and attorney's fees in the amount of thirty percent(25%) of all amounts found to be due, and further stipulated that such percentage fee is reasonably . This article shall apply even if suit is not instituted.
5. IT IS FURHTER UNDERSTOOD AND AGREED that liability for any indebtedness under this Agreement shall not be released by Sellers extension of time for payment; or by taking notes or other security therefore; or by releasing other security, surety or guarantees. The undersigned do hereby waive notice from Seller or the amount of the indebtedness herein guaranteed, default in payment, or of the acceptance of this guarantee.
6. THE AMOUNT SET FOURTH on Seller's invoices shall be deemed to be conclusive evidence of the amount due from Purchaser and/or Guarantor to Seller, unless notice of objection is received by Seller within ten (10) days of the invoice date.
7. IN ANY SITUATION where Purchaser obtains materials from Seller, Purchaser shall note the project upon which such materials are being furnished. If Purchaser shall fail to do so, then the undersigned hereby authorize Seller to make such allocations between projects as it deems appropriate in its sole discretion, and hereby agrees to be bound by such allocation.

IT IS FURTHER AGREED THAT AFTER ANY INVOICE REMAINS UNPAID FOR A PERIOD OF THIRTY (30) DAYS FROM THE DATE OF SUCH INVOICE, THE UNDERSIGNED, JOINTLY AND SEVERALLY, INREVOCABLY AUTHORIZE JOSEPH H. KASIMER, ESQUIRE, AND/OR STEPHAN J. ANNINO, M. JOSEPH PIERCE AND GINA SCHAECHER SQUIRE, EITHER OF

WHOM MAY ACT ALONE, OF KASIMER & ANINNO, P.C., 7653 LEESBURG PIKE, FALLS CHURCH, VA, 22043 TO ENTER OUR APPEARANCE IN THE FAIRFAX COUNTY OR PRINCE WILLIAM COUNTY CIRCUIT COURT AFTER THE ABOVE OBLIGATION BECOMES DUE AND TO WAIVE THE ISSUANCE OF SERVICE OF PROCESS, AND TO CONFESS A JUDGMENT AGAINST THE UNDERSIGNED, JOINTLY AND SEVERALLY, FAVOR OF NATIONAL ASPHALT MFG. CORP. FOR SUCH AMOUNT APPEARING DUE AS SHOWN ON THE INVOICES OF SELLER, TOGETHER WITH THE COSTS AND EXPENSES OF SUIT WITH INTEREST AT THE RATE OF ONE AND A HALF PERCENT PER MONTH, FOR A TWENTY-FIVE PERCENT (25%) ATTORNEY'S FEE, AND THEREUPON RELEASE OF ALL ERRORS AND WAIVES ALL RIGHTS OF APPEAL AND STAY OF EXECUTION, EXPRESSLY WAIVING ANY EXEMPTION OF PERSONAL PROPERTY FROM LEVY OR SALE ON EXECUTION.

8. THESE TERMS MAY NOT BE MODIFIED by any employee of Seller except by written instrument signed by a duly authorized corporate officer. No terms of any purchase order agreement issues by Purchaser shall be deemed to modify, waive, or change any provision of this Agreement.
9. THE UNDERSIGNED HEREBY FURTHER AGREE that any invoice to which written objection has not been made within ten (10) days of receipt shall be deemed correct and valid.
10. IN THE EVENT that any amount is not paid when due, Seller shall be under no obligation to provide any other materials to Purchaser upon any terms, including cash, unless past due obligations are paid.
11. SELLER RESERVES THE RIGHT to request additional financial information, including financial statements from Purchaser or Guarantor at any time as a condition precedent to additional sales, and obtain adequate assurances of payment if Seller at any time deems itself insecure.
12. NO PAYMENTS DUE to Seller shall be subject to any offset or claim, but shall be paid to Seller when due regardless of any claim or dispute.
13. A. UNLESS SPECIFICALLY AGREED in writing, Seller does not warrant that any goods or materials sold hereunder are in compliance with plans and specifications for any particular project. **THERE ARE NO WARRANTIES, EXPRESSOR IMPLIED, CONNECTED WITH THIS AGREEMENT, AND SELLER HEREBY DISCLAIMS ANY IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
 - B. PURCHASER HEREBY WAIVES any claims for consequential or incidental damages against Seller. It is agreed that Seller will not be responsible for delay damages, liquidated damages, loss of use, or claims by third parties.
 - C. IF ANY WARRANTY is agreed in writing for goods sold under this Agreement, or shall otherwise be found applicable, Purchaser's sole and exclusive remedy shall be (1) receiving replacement bituminous concrete FOB plant in the same quantity as the nonconforming material if the contract was for purchase of material only, or (2) removing and replacing any nonconforming or defective material if the contract was for purchase and installation.
 - D. IF PURCHASER obtains material only, Seller assumes no responsibility for handling, placement, compaction, or finish of bituminous concrete or other products.
14. ALL PRICES QUOTED are FOB plant. Prices do not include taxes, which will be added to the invoices and for which Purchaser, and not Seller, shall be responsible.
15. ANY PRICE QUOTATIONS are good for no longer than thirty (30) days from the date of the quotation.

THIS AGREEMENT SHALL BE BINDING upon the Purchaser and Guarantor, and their heirs, successors, assigns, states and parent subsidiary corporations.

Dated this _____ day of _____, _____.

Purchaser's Name and Address

By: _____
Purchaser's Signature

Guarantor's Name and Address

By: _____
Guarantor's Signature

COMMONWEALTH OF VIRGINIA,
City/County of _____, to-wit:

The undersigned, a Notary Public in and for the State and City/County aforesaid, do hereby certify that this day personally appeared before me _____
(Purchaser), by _____ (Name), its _____ (Title),
and _____ (Guarantor), whose name are signed to the forgoing instrument and acknowledged the same before me in my State and County aforesaid.

Notary Public

My Commission Expires: _____