

N – TEX SAND & GRAVEL OPERATING, LLC
 PO Box 602, BONHAM, TX 75418
 OFFICE (817) 995 - 5363
 FAX (817) 796 – 2791

CREDIT APPLICATION AND PURCHASE AGREEMENT

ESTIMATED MONTHLY CREDIT REQUESTED _____

ACCOUNT NAME _____

BILLING ADDRESS _____ CITY _____ STATE _____ ZIP _____

SHIPPING ADDRESS _____ CITY _____ STATE _____ ZIP _____

TELEPHONE () _____ FAX () _____ YRS IN BUSINESS _____

CHECK ONE () CORPORATION () PARTNERSHIP () SOLE PROPRIETORSHIP () OTHER _____

OWNER(S) NAME(S) OR CORPORATE OFFICERS

NAME / TITLE	HOME ADDRESS	SOCIAL SECURITY NO.	HOME TELEPHONE

TRADE REFERENCES

BUSINESS NAME	ADDRESS	CITY	STATE	ZIP	TELEPHONE

BANK NAME _____ PHONE () _____

ADDRESS _____ CITY _____ STATE _____ ZIP _____

ACCOUNT NUMBER _____ ACCOUNT OFFICER _____

PURCHASE ORDERS () REQUIRED () NOT REQUIRED

In consideration of being extended credit for purchases of products from N-Tex Sand & Gravel Operating, LLC, the undersigned purchaser and all parties hereby agree that all purchases made are subject to the following terms and conditions:

1. All goods purchased pursuant to this credit agreement shall be used for agricultural or business purposes only.
2. This contract is performable and all accounts are payable at N-Tex Sand & Gravel Operating, LLC, PO Box 602, Bonham, TX 75418.
3. All amounts are due at the time of purchase, and all accounts, which remain unpaid, become past due on the 31st day after purchase.
4. All past due accounts will accrue interest at the rate of 18% per annum, but not to exceed the maximum amount of interest allowed by law in the state of Texas. Any interest accrued in excess of the maximum amount shall be credited on the principal amount owed on the account or, if that has been paid, shall be refunded.
5. Applicant shall pay for all costs incurred by N-Tex Sand & Gravel Operating, LLC, for the collection of any past due accounts. Costs shall include, but are not limited to, reasonable attorney's fees and court costs. In the event that a lawsuit is filed to collect the account, Applicant consents to venue and jurisdiction in the courts in and for Fannin County, Texas.
6. All owners and/or corporate officers, and/or applicants assume responsibility and are liable for payment of all products made by the undersigned or his/her (its) agents for which credit is extended by N-Tex Sand & Gravel Operating, LLC.
7. N-Tex Sand & Gravel Operating, LLC, or its designee is authorized to contact and investigate credit references, to obtain credit reports, and to investigate the information provided by the undersigned or any other person or entity to determine the Applicant's credit worthiness.
8. If any clause or provision of this Credit Application and Purchase Agreement is found to be invalid or is incapable of being enforced by any rule of law or public policy, all other clauses and provisions herein shall, nevertheless, remain in full force and effect.
9. This agreement shall be interpreted according to the laws of the State of Texas.
10. N-Tex Sand & Gravel Operating, LLC, shall, in its sole and absolute discretion, have the right to deny credit and may terminate credit privileges at any time.

SIGNATURE:

 OWNER / PARTNER / PRESIDENT / PROPRIETOR (CIRCLE ONE) PRINTED NAME DATE