



SITE GENERAL CONTRACTORS
ASPHALT PAVING MIXTURES
HOT-IN-PLACE RECYCLING

18100 South Indiana Avenue
Thornton, IL 60476-1299
708.877.7160 ♦ Fax: 708.877.5222
www.gallagherasphalt.com

APPLICATION FOR CREDIT AND HOT MIX ASPHALT SALES AGREEMENT
RETURN BY FAX TO LYNN PETRELLA AT 708-877-5222

Date: _____

Company Name: _____ Individual Name: _____
Street Address: _____ Phone: _____
City: _____ State: _____ Zip Code: _____
Fax Number: _____ Cell Phone Number: _____

Check Applicable Box and Complete the Requested Information:

Corporation Limited Liability Company Individual or Partnership

Corporation Name _____ Partnership Name _____

President: _____ Partner: _____
Vice Pres.: _____ Partner: _____
Secretary: _____ Partner: _____
Managers: _____

BANK REFERENCE:

Bank Account Number: _____
Name: _____ Person to Contact: _____
Street: _____ Phone: _____
City: _____ State: _____ Zip Code: _____

TRADE REFERENCES:

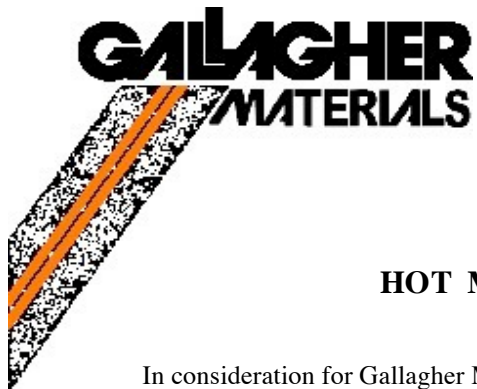
Name: _____ Person to Contact: _____
Street: _____ Phone: _____
City: _____ State: _____ Zip Code: _____
Name: _____ Person to Contact: _____
Street: _____ Phone: _____
City: _____ State: _____ Zip Code: _____

Initial Credit Balance Requested not to exceed \$ _____.

Please enclose financial statement or other information that may help to analyze your account. BUYER authorized SELLER to make credit inquiries to banks and trade references.

Signed: _____ (BUYER)
Title: _____
Date: _____

THIS APPLICATION MUST BE FILLED OUT COMPLETELY.
SALES AGREEMENT MUST BE SIGNED ON REVERSE SIDE.



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HOT MIX ASPHALT SALES AGREEMENT

In consideration for Gallagher Materials Corp. ("SELLER") extending credit to the undersigned ("BUYER") for purchases of Hot Mix Asphalt and other materials, the undersigned ("BUYER") acknowledges and agrees to all of the following conditions:

1. All material purchased from Gallagher Materials is considered a material sale and not part of a contract or subcontract. Material sales are due and payable according to terms. Payment due net 30 days from date of invoice; and
2. Invoices not paid by due date shall bear interest at the rate of 12% per annum on the unpaid balance from the past due date of such invoice (which is the 31st day from the date of the invoice) until date of payment. All accounts will be subject to lien action as conditions warrant; and
3. BUYER agrees to pay SELLER for all collection costs incurred by SELLER for administrative costs, attorney's fees, liens & filings cost, and other professional fees.
4. Any material complaints regarding the quality of the product should be communicated to the Plant Foreman or Superintendent preferably at the time of receipt or within 24 hours after receipt. Your compliance with this procedure will facilitate the investigation and remedy of your complaint. All invoices are deemed correct unless Gallagher Materials receive written notice of dispute within 30 days of invoice date.
5. Please instruct all drivers (whether your own or use contracted haulers) to provide project name, your customer's name and location for all loads.

The parties have signed this agreement this _____ day of _____, 20_____.

Check Applicable Box

Corporation Limited Liability Company Individual or Partnership

Corporation Name

BUYER'S Name

By: _____

By: _____

Title: _____

BUYER'S Address: _____

The undersigned, in consideration of the extension of credit to the BUYER named above, does hereby guarantee absolutely and unconditionally the payment by the BUYER to Gallagher Materials Corp., all invoices, obligations, and account balances of BUYER, including collection costs and attorneys fees. The undersigned consents to all further extensions of credit, modifications, or any other act or mission which may increase the scope of Guarantor's risk, and waives notice of any delinquency, and agrees to pay the same promptly upon notice and demand from Gallagher Materials Corp.

Signature: _____

Print Name: _____

Accepted by:
GALLAGHER MATERIALS CORP., Seller

Signed: _____

Title: _____