CREDIT APPLICATION Sales Representative_____

***Bama Concrete Products Co. Inc.** *** Davis Materials Inc.** ***Davis Hauling Inc.**

Credit Limit requested_ _ _ _ _ _

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Company Name_____ Date of Application_____2026

Billing Address_____City_____ State_____ Zip_____

Accounts Payable Contact _____AP email _____

Buisness Phone _____Owner Cell Phone_____ Type of Business _____

TERMS & CONDITIONS. "BAMA-DAVIS" REFERS TO ALL FIVE COMPANIES LISTED ABOVE.

"BUYER" REFERS TO PURCHASER OF CONCRETE OR RELATED MATERIALS.

1. The undersigned acknowledges & understands that BAMA-DAVIS relies on the information provided herein in deciding to grant or to continue granting credit.
2. The undersigned agrees to notify BAMA-DAVIS immediately & in writing of any changes in names, address or legal entity & of any material adverse change in any of the information contained in this application.
3. BAMA-DAVIS is authorized to make all inquiries it deems necessary to verify the accuracy of the information contained herein, & to determine the credit worthiness of the BUYER seeking credit & or the undersigned individual.
4. BAMA-DAVIS is authorized to answer questions about its credit experience with the BUYER seeking credit and/or the undersigned.
5. Any endorsement placed on a check tendered for payment that purports to be an accord & satisfaction or a partial or full release of BAMA-DAVIS rights shall be without effect.
6. BUYER agrees to furnish BAMA-DAVIS upon request, with copies of all "Bonds", "Contracts", purchases orders, job numbers, job addresses & other information it deems necessary to protect BAMA-DAVIS interests. BUYER agrees that BAMA-DAVIS may send out any necessary notices required to secure available lien and/or payment bond rights.
7. BAMA-DAVIS does not guarantee or warrant that the ready-mix concrete or grout shall be (a) in compliance with applicable building codes, (b) in compliance with any specifications, or (c) sufficient for any conditions. BUYER shall be solely responsible for verifying & obtaining approval that the ready -mix concrete or grout mixes are in full compliance with (a) all applicable building or similar codes, (b) all applicable contract documents, including specifications, & (c) are fit for their intended purpose, including any condition.
8. Notice & Delivery. BAMA-DAVIS will take reasonable steps to deliver ready-mix concrete & grout to the locations & the times & quantities requested by BUYER, provided BUYER schedules with BAMA-DAVIS the deliveries during normal business hours & not less than twenty-four hours in advance of the requested deliveries. BAMA-DAVIS is authorized to make deliveries requested by BUYER'S personnel & agents, including its purchasing managers, project managers, superintendents, foremen, builders, subcontractors & concrete placers & finishers. Under no circumstances shall BAMA-DAVIS have any liability whatsoever resulting from delay regardless of the reasons. BUYER will be charged for each delivery request & will not be entitled to a credit unless the delivery is cancelled prior to the batching & loading operation occurs.
9. Ready-Mix Concrete/Grout. BAMA-DAVIS has available a few concrete & grout mixtures. Information on these concrete & grout mixtures are available at the offices of BAMA-DAVIS or upon request. Strengths are based on a maximum of a 4-inch slump. If BUYER desires a different concrete or grout mixture, BUYER will need to provide in writing the design & proportioning of the concrete or grout mixture to BAMA-DAVIS specifying materials readily available to BAMA-DAVIS & BUYER will assign a unique mix code name for the concrete or grout mixture. BAMA-DAVIS shall not be responsible for the performance of the concrete or grout mixtures provided by BUYER or others, including the 28-day strength. The ready-mix concrete & grout mixtures will be batched, mixed & delivered to BUYER in accordance with ASTM C94; provided, however, BAMA-DAVIS shall not be responsible for the temperatures of the concrete or take any cold or hot weather precautions without BUYER first requesting & agreeing in writing to pay the additional pricing for such precautions. The ready-mix concrete & grout are being provided by the cubic yard. BUYER acknowledges that the amount of concrete & grout ordered has been determined by the BUYER, & the BUYER assumes full responsibility thereof & shall hold BAMA-DAVIS harmless regarding the adequacy of the amount of ready-mix concrete & grout ordered. BUYER further acknowledges that BAMA-DAVIS is not responsible & has no control over the placing or handling of the concrete & grout during & after unloading the delivery truck, and BUYER assumes full responsibility thereof & shall hold BAMA-DAVIS harmless regarding the placement, curing, & finishing of the concrete & grout.
10. Inspection. BUYER shall inspect the materials (ready-mix or grout) at the time of delivery, & failure of BUYER to identify & notify BAMA-DAVIS home office of any & all suspected or known defects and/or nonconformities, in addition to noting such on the delivery ticket, shall be an unqualified acceptance of the materials.
11. Pricing. The prices quoted to BUYER are based upon current costs & conditions. Pricing is based upon delivery locations being within 25 miles of BAMA-DAVIS concrete plants & deliveries occurring during normal operating hours (0700-1800) Monday through Friday, excluding federal & state holidays. A unit price will be set by BAMA-DAVIS for any different concrete or grout mixtures, upon receipt by BAMA-DAVIS of the design & proportioning of the concrete or grout mixtures provided by BUYER, including cold & hot weather precautions. All sales & use taxes shall be in addition to the prices quoted. The prices quoted do not include cost of inspection or tests.
12. Warranty & Limitation of Liability. BAMA- DAVIS warrants that the concrete & grout mixtures, when sampled & tested by BUYER, will meet the 28-day strengths, provided the concrete mixtures are sampled & tested in accordance with ASTM C172 & ASTM C31 & the grout mixtures are sampled & tested in accordance with ASTM C1019, by a certified American Concrete Institute Grade 1 Concrete Field-Testing Technician. BAMA-DAVIS SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, INDIRECT, SPECIAL, INCIDENTAL OR CONSIQUENTIAL DAMAGES, OR OTHER DAMAGES, THIS WARRANTY IS GIVEN & ACCEPTED I LIEU OF ALL OTHER LIABILITY OR WARRANTIES ON THE PART OF BAMA-DAVIS, EXPRESS OR IMPLIED, IN FACT OR IN LAW. ALL IMPLIED

WARRANTIES & SPECIFICALLY THE IMPLIED WARRANTIES OF MERCHANTABILITY & FITNESS FOR A PARTIDULAR PURPOSE ARE EXPRESSLY EXCLUDED & DISCLAIMED. This warranty shall constitute BUYER'S sole & exclusive remedy & BAMA-DAVIS sole & exclusive liability. BAMA-DAVIS liability to BUYER arising out of the manufacturing or delivery of the materials, whether based on warranty, contract, negligence (including strict liability) or otherwise, shall not (in any case) exceed the cost of correcting defects in the materials, but shall, in all events, be limited to the purchase price of the materials. BAMA-DAVIS does not warrant & shall have no liability for any ready-mix concrete or grout that has materials or water added to it by or at the direction or request of BUYER'S personnel & agents.

13. Additional Charges. BAMA-DAVIS may charge BUYER an hourly unloading fee of $85 should any delivery truck not be unloaded within thirty (30) minutes after arriving at the place of delivery or jobsite. BAMA-DAVIS may also charge an additional load charge of $100 for each ready-mix concrete hauling less than six (6) cubic yards of ready-mix concrete or grout.
14. Unloading. BUYER shall provide suitable roadway & approaches to points of delivery beyond the public roads. BUYER shall provide safe areas for the ready-mix concrete trucks to be unloaded as well as provide adequate locations & contained areas where BAMA-DAVIS may washout & clean delivery trucks to avoid tracking mud, dirt, rocks, debris or concrete onto public roads. BUYER shall be responsible for complying with all environmental laws regarding the washout of the ready-mix concrete & grout delivery trucks & shall indemnify BAMA-DAVIS from any & all liabilities arising from the environmental laws. BUYER shall be responsible for all liability for damage to sidewalks, driveways, other property, & persons incurred as a result of deliveries beyond the curb line. BUYER shall pay for any wrecker or similar charges associated with getting the delivery truck into & out of the jobsite or delivery location.
15. Payment. BAMA-DAVIS payment terms are NET 10th PROX. If requested, BAMA-DAVIS will provide and applicable lien waiver in exchange for contemporaneous payment. There shall be no recoupment or setoff or other condition precedent of payment.
16. Finance Charge & Collection. Any payment not made when due shall be subject to a charge of one & one-half percent (1.5%) finance charge per month or the highest allowed finance charge, whichever is less, on the unpaid balance. BUYER shall pay all costs incurred in collection sums due or owing., including court or arbitration fees & costs, reasonable attorney fees, & expert witness fees arising before, during or after trial, including any costs, attorney fees or expenses incurred in any appeal therefrom.
17. Insurance. BAMA-DAVIS shall be only obligated to obtain & maintain the minimum requirements as mandated by the State of Alabama.
18. Shipments Subject to Payment. If BUYER fails to make full & timely payment on this or any other agreement between BUYER & BAMA-DAVIS in accordance with BAMA-DAVIS terms, BAMA-DAVIS may defer further deliveries of materials until such payments are made, or may, at its option, cancel in whole or part any further deliveries.
19. Credit Approval. The sale & delivery of materials shall at all times be subject to the approval of BAMA-DAVIS management & BAMA-DAVIS may at any time decline to make any delivery of materials except upon receipt of payment.
20. Indemnification. To the fullest extent permitted by law, BUYER shall defend, indemnify, & hold BAMA-DAVIS & it officers, directors, employees & agents wholly harmless from any claims, demands, liabilities, damages, costs, suits by any person or persons, losses, & expenses, including reasonable attorney fees arising out of or resulting from the execution of or in connection with the sale, delivery & use of the materials, including liability for any negligence of a party indemnified hereunder, provided the negligent act was not the sole negligence of a party indemnified hereunder.
21. Waiver, Alteration or Modification. No waiver, alteration, or modification or these terms & condition shall be binding on BAMA-DAVIS unless in writing & signed by an officer of BAMA-DAVIS.
22. Applicable Law. This agreement is made in & shall be governed by the laws of the State of Alabama, without giving effect to the conflict of law provisions of the laws of the State of Alabama.
23. Disputes. At the discretion & sold election of BAMA-DAVIS, BAMA-DAVIS may require that any controversy, dispute or claim, of whatever kind arising out of or relating to the sale, delivery or use of the materials, be resolved by & in accordance with the Commercial Arbitration Rules of the American Arbitration Association, as from time to time amended and in effect. Any litigation or arbitration arising out of the sale, delivery or use of the materials shall be brought, maintained & administered in Tuscaloosa County, Alabama. Should BAMA-DAVIS be successful, in whole or in part, in prosecuting or defending any lawsuit or arbitration, then BAMA-DAVIS shall be entitled to recover its litigation or arbitration expenses, including expert & reasonable attorney fees., as well as any expenses incurred in any appeal therefrom. Any controversy, dispute, or claim that BUYER may have against BAMA-DAVIS must be initiated no later than one (1) year after the materials were delivered. Any judgment or arbitration award entered in favor of BAMA-DAVIS shall bear interest at the rate of 18% per annum, until paid in full, in lieu of the statutory rate of interest.
24. Force majeure. In the event of war, strike, labor trouble, accident, riot, act of government authority, terrorism, explosion, embargo, civil or military authority, changes in market conditions relating to costs or availability of raw materials, commercial impracticality, or contingencies beyond the control of BAMA-DAVIS interfering with or affecting the production or transportation of the materials or with the supply of any raw material used in connection therewith, BAMA-DAVIS may, at its option, cancel, in whole or part, any unshipped balance of the materials.
25. Disposal Fee. An environmental fee for the disposal or returned concrete will be assessed per load.

Owner Name_____ **Owner Phone**_____ **Owner email**_____

INITIAL AGREEMENT OF TERMS & CONDITIONS____ >>>_____

TRADE REFERENCE (1) _COMPANY:_____ **CONTACT:**_____ **FAX OR EMAIL:** _____

TRADE REFERENCE (2) _COMPANY?_____ **CONTACT:**_____ **FAX OR EMAIL:**_____

BUYER-AGREEMENT

This credit application & buyer agreement is submitted by the BUYER to BAMA-DAVIS to obtain trade credit. BUYER agrees to make payments to BAMA-DAVIS per the payment terms according to paragraphs 15 & 16 on page 2 of this document. BUYER agrees to pay BAMA-DAVIS, as finance charge, an amount equal to one & one-half percent (1.5%) for amounts past due. Past due invoices are those that do not meet terms of NET 10th PROX. Should BUYER default in any such payment(s), BAMA-DAVIS shall have the right, without notice to BUYER, to declare all invoice amounts due and payable & to close BUYER'S account with BAMA-DAVIS. In the event that BAMA-DAVIS should commence any actions or otherwise seek to enforce this agreement against BUYER, BUYER agrees to pay reasonable attorney fees, court costs, & other expenses incurred by BAMA-DAVIS, whether or not suit is filed. This agreement is not transferable or assignable without the prior written consent of BAMA-DAVIS. This agreement shall become effective upon acceptance of credit application by BAMA-DAVIS.

I/We (BUYER) agree to adhere to the terms & conditions, policies & procedures established by BAMA-DAVIS & authorize the release of all credit information requested by BAMA-DAVIS. This agreement signed & dated this_____of_____2026

AUTHORIZED SIGNATURE_____ PRINTED NAME_____

INDIVIDUAL PERSONAL GUARANTY

I_____, residing at_____, for & in consideration of

BAMA-DAVIS extending credit at my request to buyer (company name or individual) _____

HEREBY PERSONALLY GUARANTEE THE PAYMENT to BAMA-DAVIS of any obligation of the company or individual (BUYER) & hereby agree to bind myself to pay BAMA-DAVIS, on demand, any sum which may become due to BAMA-DAVIS by the BUYER, whenever the BUYER shall fail to pay the same. It is understood that this Guaranty shall be a continuing & irrevocable guaranty & indemnity for such indebtedness of the BUYER. I do hereby waive notice of default, non-payment, & notice hereof & consent to any modification or renewal or the credit agreement hereby guaranteed. I also waive any right to an exemption in any property exempt from levy and sale under execution or other process, for debts arising out of my obligations to BAMA-DAVIS. I AUTHORIZE BAMA-DAVIS TO OBTAIN CREDIT REPORTS FROM ANY CREDIT REPORTING AGENCY.

SIGNATURE OF INDIVIDUAL PERSONALLY GUARANTEEING THIS DOCUMENT>_____PRINT_____

SOCIAL SECURITY NUMBER OF INDIVIDUAL PERSONALLY GUARANTEEING THIS DOCUMENT_____

DATE OF SIGNATURE OF INDIVIDUAL PERSONALLY GUARANTEEING THIS DOCUMENT_____ 2026

PERSONAL GUARANTY INSTRUCTIONS

ATTACH A COPY OF DRIVER LICENSE OF ABOVE SIGNER. A TEXT CAN BE SENT TO THE CREDIT DEPARTMENT CELL PHONE - 205.281.5202 OR SENT TO tpearson@bamaconcrete.com

PLEASE RETURN THIS DOCUMENT IN PDF FORMAT.

Mail: 2055 Highway 87 Alabaster, Alabama 35007 – – Email: tpearson@bamaconcrete.com