



**BUSINESS CREDIT
APPLICATION**



BUSINESS CREDIT APPLICATION

FOR BUSINESS ACCOUNT WITH RCP BLOCK & BRICK, INC.

DATE: _____

For the purpose of obtaining merchandise from RCP Block & Brick, Inc on credit, the following statement in writing is made, intending that you should rely on same as correct.

BUSINESS NAME: _____

PHONE: _____ FAX: _____ EMAIL: _____

BUSINESS ADDRESS: _____

MAILING ADDRESS: _____

YEARS IN BUSINESS: _____ TYPE OF BUSINESS: _____

LICENSE # & TYPE: _____

REGISTERED UNDER: _____

IS ACCOUNT TO BE RESALE? (CHECK ONE) YES NO - IF YES, RESALE #: _____ (INCLUDE COPY OF RESALE CARD)

IS PURCHASE ORDER REQUIRED ON INVOICE? (CHECK ONE) YES NO

TYPE OF BUSINESS (CHECK ONE): CORPORATION PARTNERSHIP SOLE PROPRIETOR

FIN NUMBER OR SOCIAL SECURITY NUMBER: _____

PRINCIPAL(S) OF COMPANY & HOME ADDRESS:

NAME: _____ TITLE: _____ PHONE: _____

ADDRESS: _____

NAME: _____ TITLE: _____ PHONE: _____

ADDRESS: _____

NAME: _____ TITLE: _____ PHONE: _____

ADDRESS: _____

BANK NAME & LOCATION: _____

PLEASE PROVIDE EMAIL ADDRESSES FOR ACCOUNTS PAYABLE DEPT. AS WELL AS ANY OTHER EMAILS TO RECEIVE NEWS AND COMPANY INFORMATION: _



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CREDIT ESTABLISHED WITH:

NAME: _____ BALANCE OWING: _____

ADDRESS: _____ PHONE: _____

NAME: _____ BALANCE OWING: _____

ADDRESS: _____ PHONE: _____

NAME: _____ BALANCE OWING: _____

ADDRESS: _____ PHONE: _____

In consideration for the extension of credit, I agree to pay the balance of my account in full on the 10th of each month following the date of purchase; and on the last day of that month, will become delinquent. Should the balance become past due, a past due charge of 1% per month will be charged on the unpaid balance and open account privileges may be suspended until unpaid balance is paid. I authorize you to call my place of business and/or residence in an effort to collect any money which becomes past due. Should it become necessary to force collection of this account, I will be responsible for all reasonable attorney fees and court costs. All the foregoing statements are true to the best of my knowledge. Authorization to check with my bank and suppliers for credit experience is also given.

SIGNATURE: _____ TITLE: _____ (PRINCIPAL ONLY)

“PERSONAL GUARANTEE”

For and in consideration of selling any goods or materials to the above applicant on open account or otherwise by RCP Block & Brick, Inc. the undersigned personally will guarantee unconditionally at all times unto RCP Block & Brick, Inc. the payment of all sums pursuant to this agreement together with interest thereon and cost of collection thereof including actual attorneys fees, and all costs. This is intended to be and is a continuing guarantee and shall not be revoked.

GUARANTOR (DO NOT USE TITLE):

NAME: _____ SIGNATURE: _____

DATE: _____ SSN: _____ CA LICENSE #: _____

PARTNER/SPOUSE/CO-GUARANTOR:

NAME: _____ SIGNATURE: _____

DATE: _____ SSN: _____ CA LICENSE #: _____

COMPANY USE ONLY YARD: _____ DATE: _____



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CLIENT RELEASE AUTHORIZATION FORM FOR USE OF CONSUMER CREDIT REPORTS

LAST NAME: _____ FIRST NAME: _____ MIDDLE INITIAL: _____

ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

SSN: _____ DATE OF BIRTH: _____

JOINT SPOUSE REPORT:

LAST NAME: _____ FIRST NAME: _____ MIDDLE INITIAL: _____

ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

SSN: _____ DATE OF BIRTH: _____

The undersigned hereby consent(s) to RCP Block & Brick, Inc. use of a non-business consumer credit report on the undersigned in order to further evaluate the creditworthiness of the undersigned as principals(s) proprietor(s) and/or guarantor(s) in connection with the extension of business credit as contemplated by this credit application. The undersigned hereby authorize(s) RCP Block & Brick, Inc. to utilize a consumer credit report on the undersigned from time to time in connection with the extension or continuation of the business credit represented by this credit application. The undersigned as (an) individual(s) hereby knowingly consent(s) to the use of such credit report consistent with the Federal Fair Credit Reporting Act as contained in 15 U.S.C.@1681 et seq.

SIGNATURE: _____ DATE: _____

SIGNATURE: _____ DATE: _____

**MAIL TO:
RCP BLOCK & BRICK, INC.
P.O. BOX 414
LEMON GROVE, CA 91946**

TERMS AND CONDITIONS

EFFECTIVE JUNE 1, 2006

1. **TERMS & PAYMENT:** All terms, other than cash in advance, are subject to credit approval. Payment shall be due on the 10th and delinquent on the last day of the month following the date of invoice, unless other payment terms are specified in writing. Accounts, which become delinquent, will be charged a service charge of 1% per month on the unpaid balance. Any trade discounts offered will not be allowed if payment is postmarked after date indicated on statement. Should it become necessary to employ a third party to recover monies due on a delinquent account, RCP Block & Brick, Inc. shall be due all collection costs including reasonable attorney's fees. Any legal action will be filed in the County of San Diego in the downtown San Diego Court. Accounts over 30 days delinquent may be subject to suspension of their charging privileges.
2. **CREDIT USE:** Approval of credit is for the business or person named on this application only, including your employees and/or agents. Allowing any other business or person to purchase on your account should not be allowed and will result in you being liable for those purchases. Failure to pay those charges may result in suspension of credit privileges. If your account is for resale all other businesses or persons are prohibited from using your account which could result in suspension of the account.
3. **QUOTATIONS:** Written quotations will be honored for (60) days from date of quotation. Prices on Production/Purchase Orders for RCP Block & Brick manufactured products will be honored for (60) days from date of signing. Units will then be subject to re-pricing based on current prices in effect. After 90 days, units may be subject to additional storage charges.
4. **PALLETS:** A deposit will be charged for RCP branded wooden pallets. This deposit will be refunded at \$4.00 less than charged upon return of pallet in good condition. Pallets from other vendors will be charged and refunded at vendor's rate when returned in good condition.
5. **PRELIMINARY NOTICES:** The State of California requires certain information to be contained in Preliminary Notices filed by subcontractors and suppliers of labor and/or materials on construction projects. Buyer agrees, and recognizes that it is an obligation of Buyer to furnish all information needed by RCP Block & Brick, Inc. to file a timely Preliminary Notice on any construction project for which RCP Block & Brick, Inc. has furnished materials. Releases may be sent directly to General contractors or Owners on any project which becomes delinquent.
6. **SPECIAL ORDERS:**
 - A. **Production/Purchase Orders** - Signed Production/Purchase Orders are required for special shapes, colors, textures, and strength units provided by RCP Block & Brick, Inc. Buyer shall be responsible for all items on Production/Purchase Order. Special order units will be billed when shipped or 90 days from the date of signed Production/Purchase Order, whichever comes first. Units then become due and payable per terms of Section 1 (Terms & Payment).
 - B. **Molds and Special Equipment** - Any molds or other special equipment which RCP Block & Brick, Inc. constructs or acquires in connection with special orders, will be charged to customer. All molds or equipment shall remain the property of RCP Block & Brick.
 - C. **Mold Charges and Minimum Quantity Orders** - Special orders may be subject to mold charges and minimum batch quantity orders. These charges and minimum quantities will be determined by RCP Block & Brick, Inc. based on variables such as number of units requested. With the customer's help, RCP Block & Brick will work to keep such charges to a minimum.
 - D. **Estimates** - Production/Purchase Order quantities must be supplied by the customer. RCP Block & Brick, Inc. does not have control over construction methods or job changes, therefore is not responsible for the accuracy of estimates of the customer.
 - E. **Special Order Material** - A signed Special Ordered Materials form is required for all special ordered products; also a deposit may be required at the time of special order. RCP will determine which items are "Special Order". Buyer is solely responsible for the accuracy of both the description and the quantity of materials ordered. Special Orders cannot be canceled. There is No Return, No Exchange, and No Refund on Special Order Material. Transfer of title will occur when material is picked up, shipped or 30 days from date the full order was



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received by RCP, whichever comes first. Special ordered materials will be billed when Title passes to buyer. Materials then become due and payable per terms of Section 1 (Terms & Payment. RCP assumes no liability for material after 30 days and will discard the material at "Customers" expense. A deposit may be required at the time of special order

- 7. RETURNS:** All materials returned are subject to count and inspection by RCP Block & Brick, Inc. Credit will be issued for stock items, resalable as "First quality" only. No credit will be given on special order products, custom items, seconds or specials and certain designated stock items (e.g. stone, bullnose brick, etc.). Material eligible for return credit will be priced at *NET FOB Plant Price* and may be subject to a 25% restocking charge. If material is picked up from job site by RCP Block & Brick, additional minimum pickup charges will apply. No returns will be accepted after ninety (90) days from date of original sale or delivery.

- 8. QUALITY & CLAIMS:**
 - A.** RCP Block & Brick, Inc. products are guaranteed to conform only to the specification currently published at the time of shipment. Variations in color, shades of color and the amount of aggregate split are inherent in concrete masonry products. No claim will be allowed for these variations. Samples of RCP Block & Brick masonry units are submitted, are representative of type of masonry unit, a color, shade or texture, and the units subsequently furnished may vary from such sample or samples.

 - B.** It is the responsibility of Buyer to inspect and approve all units **before installation**. If the material is regarded as unsatisfactory, a representative of RCP Block & Brick, Inc. must inspect the material before installation. RCP Block & Brick, Inc. will not be liable for claims made after installation occurs.

 - C. Concrete block prices include a 3% allowance to cover all claims for breakage.**

- 9. DELIVERIES & UNLOADING:**
 - A.** Delivered prices are quoted on the basis of full truck load lots. Partial loads shall be subject to minimum delivery charge. For minimum delivery charges, or for quotations outside the greater San Diego area, please call one of our sales offices. Unloading time will be limited to 45 minutes for a block or brick load and 20 minutes for a dump truck load. Additional time due to adverse conditions such as waiting for other crafts or contractors, poor job site conditions or spotting, stocking or moving material, will be charged at the current hourly rate. The rate for moving materials at customer's request will be charged at the current hourly rate, time permitting based on delivery schedule and other commitments of driver and equipment.

 - B.** On deliveries to more than one job site, there will be a split delivery charge.

 - C.** Delivered items will not be placed inside the curb line unless responsibility is assumed, in writing, by the Contractor or Property Owner and then only at the discretion of our driver. Under no circumstances will materials be placed or stocked on scaffolds.

 - D.** If rain has fallen, all delivery orders will be sent unless canceled by Buyer.

 - E.** Deliveries are made 5 days per week, Monday through Friday.

- 10. SPECIAL SAW CUTTING:** Saw cutting will be done only on units purchased from RCP Block & Brick and a minimum 24 hour notice is required. A charge of \$3.00 net per cut will be made for special saw cuts, subject to a minimum charge of \$90.00 per hour net with a 2 hour minimum. Cutting of Keystone Retaining Wall Products at Managers discretion, price quoted based on type of unit and difficulty of cut. No cutting on 8" high Keystone.

I have read and understand the Terms & Conditions as stated herein.

SIGNATURE: _____ DATE: _____