



CREDIT APPLICATION & CREDIT AGREEMENT

2141 Preston Street, Richmond, TX 77469
PHONE (832) 449-7600

Please return completed application to: ar@thesprintcompanies.com

Company Name _____ Federal I.D. No. _____

Telephone Number _____ Fax Number _____

Mailing Address _____ City _____ St. _____ Zip _____

Street Address _____ City _____ St _____ Zip _____

Date business began _____ A/P Contact _____

Email address for weekly invoices: _____

All customer invoices are emailed weekly. Please provide accurate email address to receive invoices and monthly statements.

Does your company require PO's - ☐ Yes ☐ No, if yes ☐ Verbal ☐ Written

Does your company require signed tickets - ☐ Yes ☐ No

Credit limit requested \$ _____ (Financial Statements required for limits of \$10,000 or more)

Type of Entity: ☐ Corporation ☐ Partnership ☐ Sole Proprietorship ☐ Other: _____

The Owners or, If Corporation, The Officers are:

Name _____ Phone No. _____

Title _____ Email _____

Name _____ Phone No. _____

Title _____ Email _____

Banking & Material Supplier References: (Need 3 material supplier references in order to process)

Bank Name/Location _____ Account _____

Contact Person _____ Email address _____

Company Name _____ Email _____

Company Name _____ Email _____

Company Name _____ Email _____

Parties hereby agree that all orders made are subject to the following terms and conditions:

1. The undersigned purchaser hereby agrees that they will receive invoices for goods and services billed electronically to the email address stated above, on a weekly basis.
2. The undersigned purchaser hereby agrees that any changes in the email address receiving weekly invoices or monthly statements will be reported to Sprint Sand & Clay LLC immediately.

THE ABOVE INFORMATION IS COMPLETE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.

Signature _____ Title _____ Date _____



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CREDIT TERMS

AGREED PAYMENT TERMS:

I/we, the below signed, do acknowledge and accept the terms of Sprint Sand & Clay, LLC (Sprint) that all invoices are due and payable thirty (30) days from the date of invoice. Check, ACH or Wire are accepted for invoice payment for account customers. Credit card payment will be accepted with a 2.5% credit card fee based on the invoice amount and will be applied and charged with invoice payment. **Interest** shall be charged on all past due balances at the **rate of 1.5% per month**. I/we are responsible for reasonable attorney's fees plus all court and attendant collection costs in the event that this account becomes delinquent and is turned over to an attorney for collection. It is expressly agreed that all obligations of the parties created herein are performable and shall have venue in court of competent jurisdiction in Harris County, Texas and the parties further agree to a waiver of jury trial. The applicant expressly represents that the goods purchased herein are not intended primarily for personal, family, household or agricultural use. Nothing contained in this credit application is or shall be construed or deemed to be a waiver by Sprint of any rights or remedies available to Sprint at law, in equity or otherwise. No failure by Sprint to exercise and no delay by Sprint in exercising any rights or remedies on the part of Sprint shall operate as a waiver on any rights or remedies which Sprint may have in law, in equity or otherwise. Acceptance of partial payment does not constitute accord and satisfaction.

Agent for Company Signature Title Company Date

PERMISSION TO VERIFY CREDIT WORTHINESS:

Sprint Sand & Clay, LLC is hereby authorized to make any credit inquiries necessary for credit approval. I certify that all the information given is correct and that I have the authority to incur liabilities and enter this agreement in the name of the company. I understand that you will retain this application whether or not it is approved. I also understand that Sprint reserves the right to extend credit to applicants they deem qualified and that unless all information has been provided, this application is not valid.

Agent for Company Signature Title Company Date

PERSONAL GUARANTEE AGREEMENT:

In consideration of goods being sold on open account to the above-named firms, I personally guarantee all indebtedness hereunder. I further agree that this guarantee is an absolute, completed and continuing one, and no notice of the indebtedness already or hereafter contracted need be given. The terms may be rearranged, extended and/or renewed without notice to me. I will within five (5) working days from the date of notice that the account is past due, pay the amount due.

Guarantor Signature

Driver's License Number

Guarantor Printed Name

Telephone Number

Address

Social Security Number



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RETURNED CHECK POLICY:

In accordance with Sprint Sand & Clay LLC's ("Sprint") Credit Terms, all invoices are due thirty (30) days from date of invoice with interest accruing at 1½ percent per month thereafter. In the event payment is made by check which is thereafter returned to Sprint for any reason ("Default"), a \$35.00 returned check fee will be assessed against Customer's account. Immediate payment on a returned check by Customer must be in the form of a Cashier's Check or money order. Credit card payment will be also be accepted but will include a 2.5% credit card fee calculated based on the return check and returned check fee amount. Sprint reserves the right to place Customer's account on a cash-only basis in the event Sprint deems necessary. Such decision shall be in Sprint's sole discretion.

FIVE (5) DAY CURE:

Notwithstanding the above, Sprint may, but in no event shall be required to, notify Customer of the returned item. In this event, Customer shall have the opportunity to cure the Default in the manner specified above, but in no event less than five (5) days. In the event Customer does not cure its Default, Sprint shall proceed with perfection of its lien/bond rights as allowed by Texas law.

STATUTORY NOTICES and LIEN RIGHTS:

As a supplier of building materials on private and public projects, Sprint is required to provide statutory notices to the project participants including, the subcontractor, general contractor and/or owner/public entity as required by Texas law. These notices are typically required to be given on the 15th day of the month. Whenever reasonably possible, it is the policy of Sprint to gain payment directly from its customer without the need of filing notices as otherwise required by law. To the extent Sprint foregoes the sending of its notice on the 15th in exchange for a Customer's check and it is returned to Sprint for any reason, Sprint may immediately place Customer's account on credit hold which shall suspend all pending deliveries and subsequent purchases of product. In the event Customer does not cure its Default, Sprint shall proceed with perfection of its lien/bond rights as allowed by Texas law.

SUSPENSION OF CHECK WRITING PRIVILEGES:

In addition, Sprint reserves the right to suspend Customer's check writing privileges in the event two (2) or more checks are returned to Sprint for any reason. In this event, Customer will be restricted to payment on its account by Cashier's Check, money order or cash.

ELECTRONIC SIGNATURES; COUNTERPARTS

Applicant and Guarantor agree that this Credit Application, Credit Agreement, Personal Guaranty, and any related documents may be executed and delivered electronically. Any signature transmitted or affixed by electronic means, including without limitation PDF signature, scanned signature, electronic click-through acceptance, or signature through an electronic signature platform (including DocuSign, Adobe Sign, or similar technology), shall be deemed an original signature and shall be fully binding and enforceable to the same extent as a handwritten signature. Applicant and Guarantor waive any objection to the validity, enforceability, or admissibility of such electronically executed documents based on the use of electronic signatures or electronic records. This agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Applicant and Guarantor further agree that electronic records maintained by Sprint Sand & Clay, LLC regarding execution of this Agreement shall be admissible as evidence of execution and acceptance of its terms.

Please acknowledge receipt of these Credit Terms as part of the Credit Application and Agreement by initialing below:

Company Name _____ **Received:** _____