



Emulsions

SOUTHEAST EMULSIONS, INC.
250 PLEMMONS ROAD
DUNCAN, SC 29334
PHONE: (864) 879-9239
FAX: (864) 416-0201

Credit Application

****REQUIRED****

Credit Limit Requested: _____

Credit Limit Approved: _____

I. Applicant Information:

Applicant's Full Legal Name: _____

DBA or AKA: _____

Physical Address: _____

Billing Address: _____

Telephone: _____ Fax: _____

Billing Contact: _____ Email: _____

Applicants Taxpayer ID No. (TIN, FEIN or SSN): _____

Require PO for Purchases: _____ Are you tax exempt? No _____ Yes _____ If yes, attach certificate.

II. Type of Business and Ownership Information

Sole Proprietorship _____ Partnership _____ Corporation _____ Government _____

Limited Liability Company _____ Corporation Active: No _____ Yes _____

State Incorporated/Organized _____ Date Incorporated/Organized _____

In Business Since _____ Contractor's License Number _____

Officers / Owner Names:	Titles:	SS# & Phone Number:
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Indicate type of business (Asphalt, General Contractor, etc.): _____

Name and address of Applicant's parent company, if applicable: _____

Is Applicant bonded? No _____ Yes _____

Bonding Agency: _____

Address: _____

Agent Name: _____ Telephone: _____ Fax: _____

Has Applicant ever declared bankruptcy? No _____ Yes _____ If yes, when: _____

Has Guarantor ever declared bankruptcy? No _____ Yes _____ If yes, when: _____

Does Applicant have a Financial Statement? No _____ Yes _____ If yes, please attach.

III. Bank Reference

Primary Bank: _____
Address: _____
Bank Contact: _____ Phone: _____
Account No.: _____ Fax: _____

IV. Trade References (In order to process, fax numbers must be listed.)

Name: _____ Phone: _____
Address: _____ Fax: _____
Name: _____ Phone: _____
Address: _____ Fax: _____
Name: _____ Phone: _____
Address: _____ Fax: _____
Name: _____ Phone: _____
Address: _____ Fax: _____

V. Agreement to terms.

The Applicant, by and through its undersigned Principal or Corporate Officer, verifies and agrees under seal as follows:

1. All information given in this Application is true and correct as of the date hereof and is freely offered for the sole purpose of obtaining credit from Reeves Construction Company and/or its various divisions. Full permission is given to investigate the validity of the information from any source deemed appropriate.
2. Payment for items purchased is due in full 30 days from the date of purchase, i.e., "net 30 days from the date of purchase."
3. A service charge of 1½% per month will be charged on all account balances outstanding thirty (30) days or more. Applicant shall pay all collection costs, including attorney's fees of 15% of the principal and interest then due and owing if the same is placed with in the hands of an attorney for collection or suit by Reeves Construction Company or any of its divisions. Any disputes as to the quality of the goods/materials purchased must be made within 10 days from receipt of the goods/materials. This Application shall in all respects be interpreted, enforced and governed under the laws of the State of Georgia, without regard to Georgia's choice of law provisions. Applicant hereby irrevocably submits and agrees to the personal jurisdiction and venue of the Federal and/or State Courts located in, or having jurisdiction over, Bibb County Georgia, City of Macon, in any action or proceeding arising out of, or relating to, this Application, and its enforcement, and agrees that all claims in respect of any such action or proceeding may be heard and determined in either such court. Applicant hereby irrevocably consents to the service of any summons or complaint, and any other process that may be served in relation to this Application by any of the following methods: (1) mailing copies of such process via certified or registered mail at the Applicant's address(es) as set forth herein; (2) by personal service; or (3) any other method allowed by law or as may be directed by the Court in which such proceedings are filed.
4. Lien Rights. Prior to the receipt of any goods, Applicant agrees to provide Reeves Construction Company a copy the following documents/information prior to Applicant's receipt of any materials: (1) a copy of the Notice of Commencement filed for the project by the General Contractor or Owner, and if such notice has not been filed, then Applicant must provide (2) the name and address of the project, owner, and location of the property on which the materials purchased are being installed; and (3) a copy of any and all payment bonds, performance bonds, or any other bonds associated with the project. Reeves Construction Company and its various divisions reserves all lien rights under the law, including the right to file a Notice to Contractor, claim of lien, claim on bond, foreclosure action, etc. related to the project.

The Applicant must provide physical addresses of where products are being shipped prior to loading at any of Reeves Construction Company's facilities. Applicant may provide Reeves Construction Company a list of current jobs, addresses & owners to alleviate having to provide the information daily; however, it will be the Applicant's responsibility to provide the job number prior to loading and ensure that the ticket reflects the correct job and physical address.

Any person signing on behalf of a business attests that the Applicant is a valid business entity, that if applicable, the execution of this application has been duly authorized by all necessary action(s) of the Applicant's governing body, and that the undersigned is authorized to make this application on Applicant's behalf.

The writings in this document reflect the full and complete version of the agreement between the parties hereto. All oral representations or previous writings between the parties are integrated herein.

Applicant/Company: _____ Date: _____

Signature: _____(SEAL) Title: _____

Print Name: _____

Guaranty

Guaranty Required for closely held corporations, a partnership, a proprietorship, a professional corporation or association, or a limited liability company:

In consideration of financing purchases under the Credit Application above (as the same may hereafter be modified, extended or amended, "the Agreement"), the undersigned (Guarantor) hereby agrees unconditionally to personally guarantee payment and performance under any account established pursuant to this Application, and any obligation of the Applicant to Reeves Construction Company or any assignee of Reeves Construction Company, in the event the above Applicant fails to do so. This is a guaranty of payment and not merely of collection. Guarantor agrees to pay, upon demand, any amount owed by Applicant to Reeves Construction Company and due under the Agreement, including but not limited to attorney's fees in the amount of 15% of the principal and interest then due and owing if the same is placed in the hands of an attorney for collection or suit. Reeves Construction Company shall not be required to initiate any action against, nor exhaust any remedies with respect to Applicant or any other guarantor prior to making demand upon Guarantor. Guarantor hereby waives any notices regarding Applicant's account or this guaranty and agrees that this guaranty shall be applicable until the Agreement has terminated and all amounts due have been paid in full. Guarantor agrees that in the event the account is not paid as agreed, Reeves Construction Company may report Guarantor's liability for and the status of the account to credit bureaus and others who may lawfully receive such information. Guarantor hereby agrees that Reeves Construction Company may extend the time for payment and release any other security for the agreement without affecting in any way the obligations of the Guarantor. Guarantor waives any and all suretyship defenses. Personal credit of Guarantor will be used in making a credit decision and Guarantor hereby authorizes Reeves Construction Company to obtain a consumer credit report of the Guarantor. Direct inquiries of businesses where the undersigned maintains accounts may also be made. In the event this application is denied based upon information in a consumer credit report of Guarantor, Guarantor authorizes Reeves Construction Company to report the reason for the denial to the Applicant. Guarantor is fully aware of the financial condition of the Applicant. Guarantor delivers this Guaranty based solely upon his/her/its own independent investigation and in no part upon any representation or statement of Reeves Construction Company with respect thereto or with respect to the obligations as they may now or hereafter exist. Guarantor is in a position to, and hereby assumes full responsibility for, obtaining from time to time any additional information concerning Applicant's financial condition as Guarantor may deem material to its obligations hereunder, and Guarantor is not relying upon, nor expecting Reeves Construction Company to furnish, any information in Reeves Construction Company's possession, from time to time, concerning Applicant's financial condition, the obligations, or any collateral. Guarantor hereby knowingly accepts the full range of risk encompassed within a contract of "continuing guaranty," which risk includes the possibility that Applicant will contract additional indebtedness for which Guarantor may be liable hereunder after Applicant's financial condition or ability to pay its lawful debts when they fall due has deteriorated. Guarantor agrees that Reeves Construction Company is in no

respect obligated to inquire into the rights or powers of Applicant to incur the obligations or to inquire into the authority of any officer, director or employee of Applicant. This Guaranty: (1) shall be binding upon Guarantor, his/her/its administrators, legal representatives, successors and assigns (collectively, "Guarantor's Successors") and (2) shall inure to the benefit of, and be enforceable by, Reeves Construction Company, its successors, endorsees and assigns. This Guaranty shall be in addition to, cumulative of, and not in substitution, novation or discharge of, any and all prior or contemporaneous guaranties, indemnifications, endorsements, or recourse agreements by Guarantor in favor of Reeves Construction Company or any other obligee. The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by law or any other agreement. This Guaranty is made under seal.

Signature of Guarantor: _____(SEAL) Date: _____

Print Name: _____ Social Security No.: _____

Date of Birth: _____ Phone No.: _____

Address: Street _____

City, State & Zip _____