



SUPERIOR ASPHALT MATERIALS, LLC

SUBSIDIARY OF

GENEVA CONSTRUCTION COMPANY, INC.



OFFICE:
P.O. BOX 998
AURORA, IL 60507-0998
PHONE: 630/892-4357

PLANT:
216 E. BUTTERFIELD
NORTH AURORA, IL 60542
PHONE: 630/892-6536
FAX: 630/892-5190

CUSTOMER CREDIT APPLICATION AND AGREEMENT

Firm or Individual Name of Customer _____

Mailing address _____
Street/P.O. Box _____ City _____ State _____ ZIP Code _____

Physical Address _____
If Different Street/P.O. Box _____ City _____ State _____ ZIP Code _____

Phone (_____) _____ FAX (_____) _____

Have you, or another company in which you have an interest, applied for credit with us before?

☐ Yes ☐ No If so, what is/was the name of the company? _____

☐ Corporation

☐ Partnership

☐ Individual

Incorporation Date and State _____ Years In Business _____

Type of Business _____

Federal ID Number _____ Resale Number (please attach) _____

Credit Limit Requested _____

Type of Material You Will Purchase _____

OWNER/OFFICERS/PRINCIPALS

Name _____ Phone (_____) _____

Title _____ FAX (_____) _____

Address _____
City _____ State _____ ZIP Code _____

Name _____ Phone (_____) _____

Title _____ FAX (_____) _____

Address _____
City _____ State _____ ZIP Code _____

BANK REFERENCE

Bank _____ Phone (_____) _____

Address _____
City _____ State _____ ZIP Code _____

Bank Officer on Account _____ Bank Account Number _____

TRADE REFERENCES

Company _____	Phone (_____) _____
Contact _____	FAX (_____) _____
Address _____	
City _____	State _____ ZIP Code _____
Company _____	Phone (_____) _____
Contact _____	FAX (_____) _____
Address _____	
City _____	State _____ ZIP Code _____
Company _____	Phone (_____) _____
Contact _____	FAX (_____) _____
Address _____	
City _____	State _____ ZIP Code _____

MISCELLANEOUS INFORMATION

Will PURCHASE ORDER NUMBERS Be Required When Ordering? ☐ Yes ☐ No

Will ADDRESSES AND LOT NUMBERS Be Required When Ordering and On Invoices? ☐ Yes ☐ No

Do You Plan to Require/Request WAIVERS? ☐ Yes ☐ No (Please be aware that we do NOT issue waivers in advance of payment)

CONTACT PHONE NUMBERS

Persons Responsible for ORDERING MATERIAL:

Name _____	Phone (_____) _____
Name _____	Phone (_____) _____

Persons Responsible for ACCOUNTS PAYABLE:

Name _____	Phone (_____) _____
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PERSONAL GUARANTY

For, and in consideration of the allowance of credit to Customer, I/We, the undersigned Guarantor(s) personally guarantee, unconditionally and at all times, to SUPERIOR ASPHALT MATERIALS, LLC, the payment of all obligations, indebtedness, and liability which may be now or hereafter owing by Customer to SUPERIOR ASPHALT MATERIALS, LLC. Guarantor also waives presentment and demand for payment, notice of non payment, protest and notice of protest, and consents without notice without any extension of time or increase in the amount of the credit given. This is intended to be a continuing guarantee and shall continue as to all new indebtedness incurred unless and until a written notice is served upon, by Certified Mail-Return Receipt Requested, declaring said personal guarantee shall not apply to future purchases. Guarantor shall also be required to immediately reimburse SUPERIOR ASPHALT MATERIALS, LLC for any legal expenses, fees or costs incurred in connection with SUPERIOR ASPHALT MATERIALS, LLC enforcing this guaranty and terms of this agreement, due to the Customer's failure to comply with this agreement. A signature on this Guaranty transmitted by facsimile transmission shall be effective as an original signature.

Date _____

Guarantor Signature _____	Printed Name _____
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Home Address _____	City _____	State _____	ZIP Code _____
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CREDIT: This is an application for credit from SUPERIOR ASPHALT MATERIALS, LLC. The terms hereof shall be applicable to any transaction by the undersigned applicant customer (hereafter "Customer") with SUPERIOR ASPHALT MATERIALS, LLC for and in consideration of the extension of credit to the Customer hereunder, Customer agrees to the following terms, which shall be applicable to all transactions arising between SUPERIOR ASPHALT MATERIALS, LLC and Customer.

CREDIT TERMS OF SUPERIOR ASPHALT MATERIALS, LLC

The customer certifies the above credit information is correct and authorizes the above indicated bank and suppliers to verify said information and give additional requested information to SUPERIOR ASPHALT MATERIALS, LLC upon request.

SUPERIOR ASPHALT MATERIALS, LLC may agree to increase the amount of credit extended from time to time by merely allowing the Customer increased credit to cover unpaid purchases. SUPERIOR ASPHALT MATERIALS, LLC may also terminate credit at any time if it determines itself insecure or the Customer is in default under this agreement.

If the customer fails to pay pursuant to the terms of this Agreement and SUPERIOR ASPHALT MATERIALS, LLC elects to take legal action to collect this Account, the Customer shall pay all costs incurred by SUPERIOR ASPHALT MATERIALS, LLC including, but not limited to: Attorney's fees, collection agency fees, court costs, deposition and transcript costs, expert witness fees, sheriff's fees, special process server fees and bond costs. This transaction shall be governed by the law of the State of Illinois. JURISDICTION AND VENUE FOR HEARING OF ANY MATTER CONCERNING THIS TRANSACTION SHALL BE AT THE SOLE DISCRETION OF SUPERIOR ASPHALT MATERIALS, LLC IN KANE COUNTY, ILLINOIS OR ANY ADJACENT COUNTY IN THE STATE OF ILLINOIS THAT SUPERIOR ASPHALT MATERIALS, LLC SELECTS. The customer waives any right to a jury trial and any right to file a counter claim in any action to enforce this agreement. The Customer assigns to SUPERIOR ASPHALT MATERIALS, LLC as security for any indebtedness, incurred or to be incurred by SUPERIOR ASPHALT MATERIALS, LLC, all of its existing or hereinafter acquired: accounts, accounts receivables, contract rights, chattel paper, equipment, inventory, and all other assets and the proceeds of any such assets. The Customer appoints any representative of SUPERIOR ASPHALT MATERIALS, LLC as Customer's attorney-in-fact to sign and file a UCC-1 financing statement to perfect the security interest.

At the request of SUPERIOR ASPHALT MATERIALS, LLC, the Customer agrees to establish an irrevocable letter of credit with a bank for one hundred percent (100%) of the contract price which is dedicated to this contract. SUPERIOR ASPHALT MATERIALS, LLC is to be the sole named beneficiary of this irrevocable letter of credit and the proceeds of such will be drawn upon in the event that the Purchaser does not make payments within the terms of this contract.

TERMS: Payment is due to SUPERIOR ASPHALT MATERIALS, LLC net 30 days from the date of invoice. Customer agrees to pay a service charge on the outstanding balance for which payment has not been received according to the terms stated. The service charge shall be one and a half percent (1½%) per month of the Customer's outstanding past due balance, after deducting current payments and credits allowed by SUPERIOR ASPHALT MATERIALS, LLC. Unpaid service charges shall become a part of the Customer's outstanding balance upon which additional service charges shall thereafter accrue. Payments received by SUPERIOR ASPHALT MATERIALS, LLC shall be first applied to the most recently accrued service charges, then to outstanding past due balances.

In the event any payment is not received within thirty (30) days of the date it was due and there is no irrevocable letter of credit available for SUPERIOR ASPHALT MATERIALS, LLC to draw payment from, SUPERIOR ASPHALT MATERIALS, LLC shall have the right to: temporarily or permanently cease work; remove from the project site any and all materials, equipment, tools, and other property furnished by SUPERIOR ASPHALT MATERIALS, LLC or on behalf of SUPERIOR ASPHALT MATERIALS, LLC; and to remove and reclaim by milling, grinding, scraping or otherwise, any or all asphalt, rock, aggregate, sand and other stored or installed materials and / or equipment with no obligation to repair or return the remaining property to its previous condition. By exercising any or all of these rights upon nonpayment, we do not waive or cancel the Customer's obligation to pay the full amount due under this contract, less any costs avoided and any salvage value realized. Moreover, it is hereby agreed that such removal and / or reclamation of materials and / or equipment shall not constitute a trespass, but rather shall be for the purpose of recouping the salvage value of the materials and / or equipment removed, less the cost of such removal and / or reclamation, in order to reduce the amount of the Customer's indebtedness to SUPERIOR ASPHALT MATERIALS, LLC. Furthermore, the Customer hereby expressly authorizes SUPERIOR ASPHALT MATERIALS, LLC to enter onto the project site during business hours for the purpose of exercising these rights without the necessity of prior notice or legal intervention.

The Customer authorizes any of its employees to sign a purchase agreement for such materials and agrees to be bound by all the terms of said Agreement.

The use of the Customer's purchase order or purchase order numbers is for the customer's convenience and identification only. The terms of this Credit Application and Agreement supersede the terms of any purchase order received by SUPERIOR ASPHALT MATERIALS, LLC. Absence of a purchase order or purchase order number shall not constitute grounds for nonpayment once the Customer has received the material.

Customer agrees to inspect all material immediately upon receipt to verify: (a) the quantities described in the accompanying delivery ticket are the quantities delivered and (b) there are no visible defects. The Customer also agrees to examine all delivery tickets and invoices upon receipt. Unless the Customer gives SUPERIOR ASPHALT MATERIALS, LLC written notice by Certified Mail-Return Receipt Requested within three (3) days of delivery, the Customer waives any claim he may have against SUPERIOR ASPHALT MATERIALS, LLC for any determinable deficiency or defect in said product and any objection he may have to the amount of the invoice.

The undersigned certifies that all of the information on this form is correct and that the undersigned representative of Customer has full authority to enter into this agreement on behalf of Customer. Customer further authorizes SUPERIOR ASPHALT MATERIALS, LLC to verify any information disclosed herein. Customer agrees to the foregoing terms and agrees to make proper payment in consideration of any credit extended by SUPERIOR ASPHALT MATERIALS, LLC. SUPERIOR ASPHALT MATERIALS, LLC may revoke its grant of credit at any time or impose further conditions for the extension of new or additional credit at any time after any grant of credit hereunder.

The provisions hereof are intended to be severable and the parties agree that in any action relating to the enforcement or construction hereof, the court shall strike any provision which is determined to be unenforceable as a matter of law, retaining all other provisions hereof to be in full force and effect without the stricken provision.

Date _____ Customer _____

By _____

_____, Its Authorized Agent

Accepted by Superior Asphalt Materials, LLC.

Date _____ By _____

Its Authorized Agent