

CMP, LLC. Credit Application 2024

CMP, LLC is Concrete & Materials Placement, LLC.

Territory Sales Manager: _____

Please complete, sign, and return all pages via email to: einnacell@cmpumping.com or mail to: CMP, LLC. c/o Credit Application, 11301 Downs Road, Pineville, NC 28134, or Fax 980-949-7765

You may attach a general company information sheet with the same information as our Credit Application; however, we still require a signature to acknowledge you have read our application and all terms and conditions. This general Credit Application is not site-specific and applies to any or all work performed by CMP, LLC. and its affiliated companies for the Applicant(s) below. For example, if the Applicant(s) have future projects, it is not necessary to complete a new application for each project.

APPLICANT GENERAL INFORMATION

Credit Requested: _____
Terms Requested: _____

Applicant #1 _____

SS /Tax ID _____

Applicant #2 _____

DNB #: _____

Current Address _____

Billing Address (if different) _____

Phone () _____

AP Email _____

Legal Entity: () Individual homeowner(s) building private residence () Corporation () Other _____
 () General Contractor working for homeowners () Partnership
 () Subcontractor working for General Contractor () Proprietorship

Bank Reference:

Name of Bank _____

Address _____

Officer _____

Phone () _____

Credit References or attach a sheet:

Name: _____

Phone: _____

Email: _____

Name: _____

Phone: _____

Email: _____

Name: _____

Phone: _____

Email: _____

1. Have you, or any company with which you have been affiliated, ever been a customer of CMP, LLC.? Yes () No ()
2. Has/have the Applicant(s) or any entity in which Applicant(s) held a controlling ownership interest been the subject of an insolvency proceeding within the last 7 years? Yes () No ()
3. Has/have the Applicant(s) or any entity in which Applicant(s) held an ownership interest been a party to any lawsuit within the past 12 months? Yes () No ()
4. Are there any outstanding judgments against Applicant(s)? Yes () No () Please give details on a separate sheet.

The above information is provided by Applicant(s) for the purpose of soliciting CMP, LLC. to extend credit to the Applicant(s). As part of this credit application, the applicant authorizes CMP, LLC. to request and obtain credit reports in connection with the opening, monitoring, renewal, and extension of this and other credit accounts by CMP, LLC. and/or its affiliated companies. The Applicant(s), by their signature hereon, hereby authorize its banks and all credit agencies to furnish CMP, LLC. any information it deems necessary to complete its evaluation of the applicant's credit history.

APPLICANT(S) ACKNOWLEDGE THAT HE/SHE HAVE READ AND UNDERSTAND THIS ENTIRE AGREEMENT, INCLUDING THE TERMS AND CONDITIONS OF PAYMENT WHICH APPEAR ON THE REVERSE SIDE HEREOF, AND AGREE TO BE BOUND THEREBY.

INDIVIDUAL APPLICANT(S):

Signature _____ Print Name _____ Date _____

Signature _____ Print Name _____ Date _____

CORPORATE APPLICANT:

Name of Corporation _____ Print Name _____ Date _____

Signature of Officer _____ Title _____

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TERMS AND CONDITIONS OF PAYMENT

- 1. PAYMENT:** Applicant(s) agree that payment is due 30 days after the invoice date and that any invoice not paid in full within 30 days will accrue interest, which Applicant(s) agree to pay, at the rate of 1.5% per month, or the highest legal rate, whichever is greater, from the invoice date until the full balance and all accrued interest are paid in full. Applicant(s) agree that payment on accounts will be first applied to unpaid interest and then to the principal balance of Applicant(s) account.
- 2. WORK STOPPAGE:** Applicant(s) agree that should they fail to pay any invoice within the time provided by these Terms and Conditions of Payment CMP, LLC. may, at its sole election and in addition to all other rights or remedies which it may have, unilaterally and without notice slow down or cease all construction work and remove its forces and/or materials from the Project. Further, should CMP, LLC. exercise its right to slow down, cease construction and/or remove its forces and/or materials from the Project as provided in this paragraph, Applicant(s) agree they will have no right to recover damages of any nature from CMP, LLC., its officers, employees, directors, affiliated companies and/or material suppliers resulting from such action(s).
- 3. ATTORNEY FEES:** Applicant(s) agree that if this account is turned over to an attorney for collection they will pay CMP, LLC.'s reasonable attorney's fees and costs of collection, including the costs associated with any lien, whether or not suit is filed.
- 4. CHOICE OF LAW AND VENUE:** The laws of North Carolina shall govern the construction of and enforceability of the terms and interpretation of the rights and duties of the parties as stated in these Terms and Conditions of Payment. The Applicant(s) agree and consent to be subject to the jurisdiction of the Superior Court for Mecklenburg County, State of North Carolina with respect to any action filed as a result of their failure to pay in accordance with these Terms and Conditions of Payment or as to any claims, causes of action, or other disputes arising out of any work performed by CMP, LLC. or its affiliated companies.
- 5. ENTIRE AGREEMENT:** It is agreed and understood by the Applicant(s) that these Terms and Conditions of Payment supersede and replace all other understandings or agreements with respect to the matters contained herein. These Terms and Conditions of Payment may not be changed, modified or varied except in writing and signed by a Corporate Officer of CMP, LLC. Applicant(s) further agree that in the event of a conflict between these Terms and Conditions of Payment and the terms contained in any purchase order or other document produced or provided by Applicant(s), these Terms and Conditions of Payment shall govern.

BY THEIR INITIALS HEREON APPLICANTS ACKNOWLEDGE THEY HAVE READ AND AGREE TO THE TERMS AND CONDITIONS OF PAYMENT AS STATED ABOVE

Initials _____ Initials _____

PERSONAL GUARANTEE OF PAYMENT

For valuable consideration, the receipt of which is hereby acknowledged, including but not limited to the extension of credit by CMP, LLC. to _____, hereafter "Applicants", the undersigned, jointly and severally, unconditionally guarantee the full and prompt performance including payment of all obligations which Applicants presently or hereafter may have to CMP, LLC. and the payment when due of all sums now or hereafter owed to CMP, LLC. by Applicants, including all interest, costs of collection and attorney's fees as provided in the Terms and Conditions of Payment contained in Applicants Credit Application submitted to CMP, LLC on _____, the terms of which are incorporated herein by reference as though fully set forth. CMP, LLC. may, but shall not be required to, proceed against the Applicants before pursuing collection from the undersigned guarantors.

This is a continuing Guarantee and direct obligation by the undersigned to CMP, LLC. for the payment of all money owed by Applicants to CMP, LLC. CMP, LLC. is authorized to extend credit to Applicants in reliance upon this Guarantee until it has been revoked in a writing properly delivered to a corporate officer of CMP, LLC. If this personal guarantee is revoked the undersigned Guarantor(s) acknowledge they shall remain obligated for all debt incurred by Applicant prior to the proper delivery of the written revocation and, for all interest, costs and attorney fees accruing thereafter.

I/WE HAVE READ AND FULLY UNDERSTAND THE TERMS OF THIS PERSONAL GUARANTEE OF PAYMENT AND THE TERMS OF PAYMENT IN CONNECTION WITH THIS ACCOUNT AND BY MY/OUR SIGNATURE(S) HEREON, I/WE SPECIFICALLY AGREE TO THOSE TERMS.

NOTE: IF THE APPLICANT IS A BUSINESS THAT HAS BEEN ESTABLISHED LESS THAN THREE YEARS, THIS PERSONAL GUARANTEE MUST BE SIGNED BY ITS OWNER(S), PARTNERS OR NOT LESS THAN TWO OF ITS CORPORATE OFFICERS.

Signature _____

Print Name _____

Relationship to Applicant or Title _____

Address _____

City _____

State _____ Zip _____

Signature _____

Print Name _____

Relationship to Applicant or Title _____

Address _____

City _____

State _____

Zip _____

END OF APPLICATION