

Credit Application & Purchase Agreement

Name _____ Trade Name/DBA _____

Physical Address _____

City, State, Zip _____

Mailing Address _____

Phone _____ Fax _____

Contractors License Number _____ State _____

Date Business Started _____ How long at this address? _____

Corporation _____ Partnership _____ Proprietorship _____ LLC _____

If Corporation, Date of Incorporation _____ State of Incorporation _____

If LLC, attach articles of organization to this credit application

Parent Company Name _____

Officers/Owners Name & Home Address

1. _____

2. _____

Trade References, Name, Phone & Fax Number

1. _____

2. _____

3. _____

4. _____

Bank _____ Account Number _____

Officer _____ Phone _____

Have you or your business ever declared bankruptcy? Yes ___ No ___ Chapter# _____

If yes, when & where? _____

If a business, under which name? _____

Sales Tax Exempt? (Please circle, if yes please complete attached certificate) YES / NO

Tax exempt number _____

Do you require purchase order numbers on invoices? Yes _____ No _____

Do you limit people authorized to purchase for your company? If yes, please attach list.

Amount of credit desired? _____

DeSilva Gates Aggregates complies with the Federal Equal Credit Opportunity Act.

Please fax completed forms to (925) 829-8174

PURCHASE AGREEMENT

We, the undersigned, agree to pay our account in full according to the terms and conditions printed on each invoice, ticket, and sales quote generated by DeSilva Gates Aggregates and any/all successors or assignees, for the purchase of goods and/or services or generated by the performance, (part or full), of any separate written contract. Invoices shall be deemed correct unless disputed within 7 days of invoice date. We agree to be bound by the actions of any of our agents or employees who make purchases and incur charges on this account. In the event this account is not paid as agreed, we agree to pay delinquency charges in the amount of 18% per annum (1 ½% per month) from the date of the charge until paid in full. If judgment is granted, interest charges at 18% per annum, (1 ½% per month), will accrue until paid in full. Delinquency charges and judgment interest at the highest rate allowed by law will apply to all consumer transactions.

DGA may stop the manufacture or supply of any materials when DGA, in its sole discretion, determines that we are in breach of this agreement or any other contract with DGA, or if DGA has insecurity with respect to our credit worthiness, until payment is made and any dispute or insecurity has been resolved. We further agree that DGA shall not, in any event, be responsible for any damage due to cessation in supply of any labor or materials. We also agree that we will provide complete job information to DGA upon request.

SPECIFICATIONS AND INSPECTION WARRANTY

A. Seller expressly warrants title and that the products sold by it hereunder will conform to the applicable specifications set forth on the face of this quotation at the time of shipment. EXCEPT FOR SUCH EXPRESS WARRANTIES, SELLER MAKES NO WARRANTY OF ANY KIND WHATSOEVER, EXPRESSED OR IMPLIED AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND OTHER WARRANTIES OF WHATEVER KIND ARE HEREBY DISCLAIMED BY THE SELLER AND EXCLUDED.

B. SELLER ASSUMES NO LIABILITY FOR ANY FAILURE OF BUYER'S SPECIFICATIONS TO MEET BUYER'S REQUIREMENTS.

C. Any inspection test or analysis required by Buyer must be specified in writing promptly after Seller issues its quotation and shall be made prior to shipment from Seller's plant. If not so made, Buyer waives claim of failure of the products to meet such inspections, test or analysis. Any expense of such inspection, test or analysis shall be paid by Buyer.

Applicant agrees to provide DGA with a current financial statement, including Balance Sheet and Statement of Profit or Loss, within a reasonable time after DGA requests same. Applicant will immediately advise DGA in writing at the address referenced on its invoices of any change which Applicant anticipates will occur, with respect to any of the information herein which could reasonably affect Applicant's ability to pay, and until DGA receipt of such new information. Applicant represents and warrants that DGA may continue to rely on the information herein. Any actual or anticipated change in Applicant's form of business organization must be communicated to DGA immediately in writing, transmitted by certified mail; provided, however, no such change shall be effective between the parties without DGA explicit written acceptance thereof, which may be withheld in DGA's sole and absolute discretion.

DGA has the right to grant additional time to pay delinquent balances, take promissory notes and other forms of security, and record mechanics liens without further notice. All payments received and not noted for application to specific invoices may at DGA's sole discretion be applied to the oldest invoice first.

In the event this account is turned over to a collection agency, attorney, or both, for collection of past due balances, we agree to pay all costs, collection fees and attorney fees associated with those actions, whether or not a suit is actually filed. With disputed accounts, costs and attorney fees will be awarded to the prevailing party. We also agree to pay all costs and attorney fees incurred in any action to enforce any judgment obtained in favor of DGA. DGA has the option to choose the venue of any suit brought to collect this account.

We authorize DGA to contact any or all of the references listed by us, including our bank. We also authorize the use of commercial credit reporting agencies, and in the case of partners, sole proprietors and personal guarantors, consumer reporting agencies to obtain information regarding our credit standing without further notice to us, as set forth in the DGA Privacy Notice incorporated herein by reference.

We certify that all information contained herein is true and correct, and we are solvent and able to pay for materials and services ordered. Should any information change, we will notify you in writing within 30 days regarding those changes.

We have read and understand and agree to the above terms and conditions.

Name of Company

Date	Signature	Title	Cell Phone No.
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Date	Signature	Title	Cell Phone No.
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GUARANTY

The undersigned hereby represents that he (she) has a financial interest in said business and on behalf of himself (herself) and his (her) marital community hereby agrees to the above terms and conditions and personally and unconditionally guaranties, jointly and severally, payment of said business account. I (we) grant permission for DGA to use consumer credit reports to determine my (our) credit worthiness as guarantor of the above account. It is understood that credit would not be extended without this assumption of liability and that this obligation and/or liability will continue until terminated in writing sent certified mail return receipt requested.

Date	Signature
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Date	Spouse Signature
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****CANNOT PROCESS WITHOUT SIGNATURES****

California Resale Certificate

I HEREBY CERTIFY:

1. I hold valid seller's permit number: _____

2. I am engaged in the business of selling the following type of tangible personal property:

3. This certificate is for the purchase from _____ of the item(s) I have listed in paragraph 5 below. [Vendor's name]

4. I will resell the item(s) listed in paragraph 5, which I am purchasing under this resale certificate in the form of tangible personal property in the regular course of my business operations, and I will do so prior to making any use of the item(s) other than demonstration and display while holding the item(s) for sale in the regular course of my business. I understand that if I use the item(s) purchased under this certificate in any manner other than as just described, I will owe use tax based on each item's purchase price or as otherwise provided by law.


5. Description of property to be purchased for resale:

6. I have read and understand the following:

For Your Information: A person may be guilty of a misdemeanor under Revenue and Taxation Code section 6094.5 if the purchaser knows at the time of purchase that he or she will not resell the purchased item prior to any use (other than retention, demonstration, or display while holding it for resale) and he or she furnishes a resale certificate to avoid payment to the seller of an amount as tax. Additionally, a person misusing a resale certificate for personal gain or to evade the payment of tax is liable, for each purchase, for the tax that would have been due, plus a penalty of 10 percent of the tax or \$500, whichever is more.

NAME OF PURCHASER

SIGNATURE OF PURCHASER, PURCHASER'S EMPLOYEE OR AUTHORIZED REPRESENTATIVE



PRINTED NAME OF PERSON SIGNING

TITLE

ADDRESS OF PURCHASER

TELEPHONE NUMBER

DATE

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