



*We are committed to excellence*

3737 Nansemond Parkway | Suffolk, VA 23435  
Phone: (757) 538-2761 | Fax: (757) 538-8342 | www.nansemondprecast.com

### CREDIT APPLICATION

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

How long at the above address? \_\_\_\_\_ Fed. ID or SS #: \_\_\_\_\_

Please Check one: \_\_\_\_\_ Sole Proprietorship \_\_\_\_\_ Partnership \_\_\_\_\_ Corporation

Date and State of Incorporation \_\_\_\_\_

Name of Bank: \_\_\_\_\_ Contact: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

#### Credit References:

1. \_\_\_\_\_ (\_\_\_\_) \_\_\_\_\_ (\_\_\_\_)  
Name Phone Fax

Address \_\_\_\_\_

2. \_\_\_\_\_ (\_\_\_\_) \_\_\_\_\_ (\_\_\_\_)  
Name Phone Fax

Address \_\_\_\_\_

3. \_\_\_\_\_ (\_\_\_\_) \_\_\_\_\_ (\_\_\_\_)  
Name Phone Fax

Address \_\_\_\_\_

4. \_\_\_\_\_ (\_\_\_\_) \_\_\_\_\_ (\_\_\_\_)  
Name Phone Fax

Address \_\_\_\_\_

5. \_\_\_\_\_ (\_\_\_\_) \_\_\_\_\_ (\_\_\_\_)  
Name Phone Fax

Address \_\_\_\_\_

The applicant certifies that the information contained in this application is true and correct. Purchaser understands the terms are 2% 10, Net 30 days. After 30 days, account bears interest at 1 ½% per month of unpaid balance. Purchaser agrees to pay within these terms for all products ordered by Purchaser or Purchaser's agent and waives Purchaser's exemptions as to this account. Purchaser understands that if these terms are not met, Nansemond Pre-Cast Concrete Company, Inc. may withdraw credit privileges without notice. Should Purchaser's account be in default and be referred to an attorney, Purchaser agrees to pay reasonable attorney's fees and all reasonable costs of collection. Purchaser hereby authorizes Nansemond Pre-Cast Concrete Company, Inc. to check my credit and further authorizes any financial institution, or other credit agency to answer any questions about their credit experience with Purchaser. Purchaser agrees, if need arises, to join with manufacturer in executing appropriate documents to perfect said security interest. The person(s) signing below warrants and represents that he/she has the authority to enter into this agreement on behalf of the applicant.

Purchaser acknowledges that by signing where indicated below, all purchases of products shall be subject to the Terms and Conditions of Sale of Nansemond Pre-Cast Concrete Co., Inc. then in effect, a current copy of which is attached hereto.

This form executed by: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature

\_\_\_\_\_ Title \_\_\_\_\_  
Printed Name

Home Address \_\_\_\_\_  
Number & Street City State Zip

IF PARTNERSHIP OR CORPORATION, NAME AND ADDRESS OF ALL PRINCIPALS:

Name \_\_\_\_\_ Title \_\_\_\_\_

Home Address \_\_\_\_\_  
Number & Street City State Zip

Name \_\_\_\_\_ Title \_\_\_\_\_

Home Address \_\_\_\_\_  
Number & Street City State Zip

Name \_\_\_\_\_ Title \_\_\_\_\_

Home Address \_\_\_\_\_  
Number & Street City State Zip

I hereby personally guarantee to Nansemond Pre-Cast Concrete Company, Inc., the prompt payment, when due, of every claim of \_\_\_\_\_

(Company Name)

which may hereafter arise in favor of Nansemond Pre-Cast Concrete Company, Inc., against \_\_\_\_\_ . This is a continuing guaranty and shall remain in force until revoked by me by written notice to Nansemond Pre-Cast Concrete Company, Inc., but such revocation shall be effective only as to claims of \_\_\_\_\_ which arise out of transactions

(Company Name)

entered into after its receipt of such notice. This obligation shall cover the renewal of any claims guaranteed by this instrument or extension of time or payment thereof, and shall not be affected by any surrender or release by Nansemond Pre-Cast Concrete Company, Inc. of any other security held by it for any claim hereby guaranteed.

In witness whereof I have signed and sealed this guaranty on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Personal Signature of Corporate Officer or Owner

Accounts Payable Contact Person: \_\_\_\_\_

Accounts Payable Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email: \_\_\_\_\_

Email address for invoice submission: \_\_\_\_\_

Nansemond Pre-Cast Concrete Company, Inc.  
3737 Nansemond Parkway  
Suffolk, VA 23435

Verification of Bank Checking Account

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, & Zip

\_\_\_\_\_  
Bank Name

\_\_\_\_\_  
Account Number

I hereby authorize release of the following information:

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Date

In an application for credit with Nansemond Pre-Cast Concrete Company, Inc., the above named creditor has indicated he has a checking account with your institution. We appreciate your cooperation in furnishing us with the following, and any other pertinent information.

Date Account Opened: \_\_\_\_\_

Number of Overdrafts Since Opening Account: \_\_\_\_\_

Has account been satisfactory? \_\_\_\_\_

Remarks: \_\_\_\_\_

\_\_\_\_\_  
Bank Official Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**TERMS AND CONDITIONS OF SALE  
BY  
NANSEMOND PRE-CAST CONCRETE CO., INC. ("SELLER")  
AND  
THE PARTY SHOWN ON THE QUOTATION AND/OR DELIVERY TICKET ("BUYER")**

**Payment Terms:**

2% TENTH NET 30

All accounts over 30 days from statement date to carry a 1-1/2% interest charge per month or 18% per annum. Discount only from date of statement provided there are no outstanding invoices on the account. Buyer agrees to pay all interest and collection cost. A 3% surcharge will be applied to all credit card payments. There will be a \$50.00 charge for any returned check.

Time and other terms of payment are essential hereto. If Buyer defaults herein, or if Buyer's financial condition becomes impaired or otherwise unsatisfactory to Seller, Seller shall have the right to terminate the unfilled portion of any contract or order until past due balances are paid or satisfactory assurance of Buyer's financial responsibility is received (without prejudice, however, to Seller's legal rights or claims) and no waiver of such rights shall result from any failure by Seller to exercise the same. Buyer agrees that terms contained herein are binding upon heirs, personal representatives and successor entity, whether or not Seller has knowledge of entity.

**Pricing:**

Quotations are valid for 30 days from date of offer. Amounts quoted by Seller are based on the standard production schedule set by Seller. Accelerated production will be at the additional expense of Buyer at rates established by Seller at the time the accelerated schedule is established. Partial orders may change pricing. Prices quoted by Seller, unless otherwise indicated, are FOB local sites on a good road by Seller's trucks. Quotes are based on tractor trailer load quantities. Delivery of at least 20 tons will constitute a truck load quantity. Delivery of less than tractor trailer loads will mean additional delivery charges. A delivery charge will be made for products meeting specifications and returned for credit. Products that remain on NPCC's yard 60 days past scheduled ship date shall be billed to Buyer as per Terms and Conditions. Prices assume that products conform to Seller's standard shop drawings. Seller reserves the right to bill for storage fees for structures not shipped within 30 days after they are produced. Buyer will incur a \$750.00 charge per drawing for stamped and sealed modified drawings produced by Seller. Prices do not include any installation. Buyer shall pay in full for non-stock items ordered by Buyer and produced by Seller, even if Buyer cancels such order. Castings, hatches, pipe connectors, coatings or any and all other materials are excluded from the quote unless specifically listed.

**Taxes:**

Any & all taxes or tariffs shall be paid by Buyer's account. Tax exemption forms must be received by Seller, before any tax credits are issued to Buyer.

**Deliveries:**

Delivery dates for products shall be established at the time of production thereof. Buyer is responsible for unloading products. Buyer shall maintain suitable access and all necessary rigging, labor and equipment for unloading material from delivery vehicles. Delivery beyond public access shall be totally the responsibility and risk of Buyer and Buyer shall indemnify and hold Seller harmless from and against any loss, cost or expense incurred by Seller arising from delivery beyond public access. Seller does not allow equipment to be pushed or pulled on job sites. Buyer must review Seller's "**Guideline for Safe Handling of Precast Products**" (the "Guidelines"), prior to unloading products and conform to these guidelines at all times when lifting products. By signing where indicated below, Buyer acknowledges receipt of the Guidelines. Safety at the unloading area and of the unloading operation is the responsibility of the Buyer. Products shall be unloaded only with the lifting pins or anchors cast into the products. Failure to do so or not placing equal loads on each lifting point may result in injuries or death. Buyer shall indemnify and hold Seller harmless from and against any loss, cost or expense incurred by Seller arising from the unloading or handling of products. Buyer shall be allowed one hour to unload. Demurrage charges will apply after the allowed one hour at the hourly rate stated in the sales quote. Dunnage used on NPCC's trailer to ship products to customers is for NPCC's use only and must be returned with the trailer. Customer will be billed for any dunnage kept at the jobsite.

Special lifting devices are required for handling of precast items. These lifting devices are available for rent or purchase from Seller. Return of these lifting devices in good condition is the sole responsibility of Buyer. A rental charge will be billed for lift devices that are not returned within 5 business days. Please see quote for monthly rental rates.

All deliveries will be made to the best of Seller's ability and dispatch, but no claims will be allowed because of delays in deliveries. Seller reserves the right to refuse to make deliveries which it believes unsafe or impracticable by reason of any existing or threatened strike, lockout, boycott, picketing, or other labor dispute.

**Damaged Goods:**

Buyer is responsible to check all deliveries for damage at the time of delivery and before the product is unloaded and shall note on the delivery ticket or otherwise immediately notify Seller in writing of any damaged product.

**Returns:**

All returns must be pre-approved by Seller. A 25% restock fee will be charged for all stock products. Non-Stock products may be returned without credit. A disposal fee will be charged on all non-stock items returned. The disposal fee will be determined prior to the return.

**Limit on Claims:**

Seller shall not be liable to Buyer for any failure or delay in manufacturing, shipping or delivering product or for Buyer's damages resulting from: fire, strikes, lockouts by Seller or others, disputes with workers, accidents, delays in securing or shortages of labor, transportation, fuel or other material, acts of government, delay or failure of any supplier; or any other case or cause beyond Seller's reasonable control. During the time of any such delays, Seller shall have the right to apportion material among its various customers. In no event shall Seller be liable for consequential, special or contingent damages, even in the case of delay or failure of performance not excused under the foregoing.

**Loading Disclaimer for FOB Sales:**

Buyer shall be solely responsible for and shall indemnify and hold Seller harmless from and against damages caused to property of Seller and/or of any third party and from and against any losses arising from loss of life or injury arising from the unloading of any products. In the event Buyer picks up products from Seller at Seller's place of business, Seller shall not be responsible for scratches, dents, etc., that may occur to the cargo area of vehicles, including tailgates, or any damage caused by excessive weight during or after loading; or for any damage caused by the shifting of the load after loading, even if the straps (bands) break. Buyer is responsible for selecting the correct load weight limit, load placement as well as securing Buyer's load properly and safely. Seller will provide an approximate weight of the order upon request.

**Specifications and Warranty:**

The products manufactured by Seller are warrantied against defective materials and/or workmanship for one year from the date of delivery to the jobsite.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED AND STATUTORY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR AGAINST INFRINGEMENTS OF PATENT OR OTHER RIGHTS OF THIRD PARTIES BY THE PRODUCTS, SUCH AS PROVIDED IN ARTICLE 2-312(3) OF THE UNIFORM COMMERCIAL CODE.

Customer shall notify the Company, in writing, within thirty (30) days of Customer's receipt of the Products, of any claim that the Products are defective. If the Company finds the Products to be defective, it will, at its option, either repair or replace the items or issue a credit memo to Customer's account.

THE FOREGOING SETS FORTH THE SOLE AND EXCLUSIVE REMEDY OF BUYER FOR CLAIMS BASED ON DEFECT IN PRODUCTS. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, SELLER SHALL NOT BE LIABLE TO BUYER OR ANYONE ELSE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, CONTINGENT OR ANY OTHER INDIRECT LOSS OR DAMAGE OR FOR LOST PROFITS OR REVENUES OF ANY KIND, ARISING OUT OF THESE TERMS OR ANY OBLIGATION RESULTING THEREFROM OR THE USE OR SALE OF ANY OF THE PRODUCTS, WHETHER IN ANY ACTION FOR BREACH OF CONTRACT, TORT, FRAUD, OR OTHERWISE. THE COMPANY'S ENTIRE LIABILITY FOR ANY CLAIM OR LOSS OR DAMAGE OR EXPENSE FROM ANY CAUSE WHATSOEVER SHALL IN NO EVENT EXCEED THE COST TO REPLACE THE PRODUCTS THAT GIVE RISE TO THE CLAIM. THIS CLAUSE SHALL SURVIVE TERMINATION.

Seller, having no control over the use of products, will not guarantee finished work in which it is used, nor shall Seller be responsible for the condition of Products after delivery to Buyer. It will remain Buyer's responsibility to verify products specifications and the conformance to the Buyers use.

For both products manufactured by Seller and products manufactured by others and sold by Seller, Buyer shall indemnify and save Seller harmless for any problems caused by improper installation or design.

It is the Buyers responsibility to review all SDS and assure that OSHA approved control measures are in place for any hazard that may arise from cutting, coring, drilling, or off gassing of any material or coating.

Except as otherwise stated in any order, any claim on account of non-conforming materials or for any other cause whatsoever shall conclusively be deemed waived by Buyer unless written notice thereof is given to Seller within sixty (60) days after date of shipment and any legal action is filed within one (1) year from the date of shipment. Seller shall be given reasonable opportunity to investigate all claims. No materials may be returned by Buyer to Seller until after receipt by Buyer of definite written shipping instructions from Seller.

**Changes:**

Seller assumes no responsibility for any change in Buyer's order or any other Terms and Conditions unless such change is confirmed in writing by Buyer and accepted in writing by Seller. Any price variation resulting from such change shall become effective immediately upon Seller's acceptance of such change. If these Terms conflict with the terms of Buyer's purchase order, these Terms shall be controlling. These Terms shall apply to any and all business dealing between Seller and Buyer, regardless of whether such dealing may be subject to some other writing, to the extent of any terms herein which are not directly inconsistent with such other writing.

**Governing Law:**

All sales contracts with Seller are deemed made in the Commonwealth of Virginia. The appropriate court in the City of Suffolk, Virginia, or the United States District Court for the Eastern District of Virginia, Norfolk Division, shall be the exclusive forums in which any action in any way involving these Terms and Conditions shall be brought for any matter not subject to the dispute resolution procedure set forth below. Provided, however, at Sellers's sole option, Seller may elect to initiate proceedings against Buyer in any forum in which Buyer maintains an office, does business or owns property, and the right available to Seller hereunder is in addition to, and not in lieu of, all other rights or remedies available to the Seller under any other agreement or applicable law. The parties agree that these Terms and performance hereunder have a substantial connection with the Commonwealth of Virginia and accordingly agree that the substantive law (and not the conflicts of law principles) of the Commonwealth of Virginia shall apply to any disputes relating to the Agreement between Buyer and Seller and to these Terms and Conditions.

**Disputes; Settlement:**

The parties will attempt to settle all disputes, controversies or claims through good faith negotiations, first by telephone and then in person in Suffolk, Virginia. If those attempts fail to promptly resolve the dispute, then the parties shall try in good faith to settle the dispute by mediation conducted in Suffolk, Virginia. Any remaining disputes not settled by mediation shall be submitted to final and binding arbitration by a single arbitrator in Suffolk, Virginia, under the then current Commercial Arbitration Rules of the American Arbitration Association. The arbitrator shall not have the power to award damages, such as punitive damages in excess of actual damages or to award damages otherwise excluded hereunder. The procedure prescribed by this paragraph is the sole and exclusive procedure for the resolution of all of Buyer's controversies, claims, or disputes, regardless of when those claims arose or accrued. Provided, however, at Seller's sole election, Seller may pursue collection of sums due and owing to the Company from Buyer in court, foregoing the negotiation, mediation and arbitration otherwise mandated hereunder.

BUYER:

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Authorized Representative