

Big Crater, LLC
1526 2nd Ave
Moundville, AL 35453
205-900-9200

APPLICATION FOR CREDIT

SECTION I: APPLICANT

 Legal Name of company or individual
 (Hereafter defined as the "Applicant", including the guaranty referred to in Section VI)

 Number of years at this address

 Street Address

 Telephone

 Mailing Address

 Facsimile

 City, State, Zip Code

 Email Address

 S.S. or Federal I.D. Number

 Credit limit applying for

HEREBY applies for credit in accordance with the terms of 30 days set by Big Crater, LLC.

THE FOLLOWING INFORMATION MUST BE COMPLETED IN FULL AND WILL BE HELD IN THE STRICTEST CONFIDENCE

SECTION II: BUSINESS DESCRIPTION

___ CORPORATION, ___ PARTNERSHIP, ___ PROPRIETORSHIP, ___ LLC, ___ OTHER, ___ Check here if incorporated within the last 12 months

Description of Business _____ How long in business? ___ Months ___ Years Have you ever filed Bankruptcy? ___ Yes ___ No

Section III: OFFICER(S), PARTNER (S), PROPRIETOR, OWNER, MEMBER INFORMATION

Name: _____

Title: _____

Name: _____

Title: _____

Name: _____

Title: _____

SECTION IV: CREDIT REFERENCES

Bank Name & Contact

Email Address

Phone

REFERENCES: Business Name & Contact

Email Address

Phone

All sales will be C.O.D. until credit is approved.

The undersigned hereby instructs, consents, and authorizes Big Crater, LLC, _____, to obtain a consumer credit report and any other information that will aid in making a determination to extend credit. We certify that all the information on this form is correct; and that we fully understand your credit terms and agree to the proper payment in consideration of extended credit.

Signed _____ Title: _____ Date _____

Credit Manager: _____ Email: office@bigcrater.com Phone: 205-900-9200 Credit terms: Net 30

SECTION IV: TERMS AND CONDITIONS OF BUSINESS CREDIT

This Application, including all the information contained herein, is a request for one or more extensions of business credit to defer payment for purchase of construction materials by the Applicant from Big Crater, LLC. By submitting this Application to Big Crater, LLC, the Applicant hereby agrees to these Terms and Conditions.

The Applicant hereby agrees to pay Big Crater, LLC for each purchase made hereunder, as follows: **(Net 30)** Applicant agrees to pay Big Crater, LLC a monthly late charge equal to the lesser of 1.5% or the maximum amount permitted by State Law. Applicant agrees that each individual sale shall be subject to these Terms and Conditions, the terms and conditions set forth in Big Crater, LLC quotation, including the General Terms and Conditions which form a part thereof, and, if applicable, any terms and conditions relating to the delivery or shipment of construction materials by truck which are provided by Big Crater, LLC to the Applicant.

The Applicant authorizes Big Crater, LLC from time to time to obtain one or more credit reports from any reporting agency and to obtain information regarding Applicant from any creditor of Applicant, including, but not limited to, each of the credit references listed in Section IV. Applicant further authorizes each of the creditors to give to Big Crater, LLC from time to time any and all necessary information that will aid Big Crater, LLC in its credit investigation. Applicant further authorizes Big Crater, LLC. to reinvestigate credit status from time to time as Big Crater, LLC deems necessary. Big Crater, LLC reserves the right to limit, terminate, or change the terms of any extension of credit to Applicant at its sole discretion. Applicant authorizes Big Crater, LLC. to act as a credit reference for Applicant by responding to inquiries from other creditors or potential creditors of Applicant regarding transactions or experiences with Applicant.

Each of the undersigned does hereby certify that he/she is authorized to sign this Application on behalf of Applicant; that the information contained herein is true, accurate, and complete in all respects; and that all purchases made by Applicant will be made in the ordinary course of business of Applicant for business purposes and that no credit is sought or will be obtained for the personal, family, or household purposes of any individual. Applicant will advise Big Crater, LLC in writing at the address referenced on its invoices of any changes which occur in respect to any of the information included in this Application (including, but not limited to, any of the information provided in Section II or III) or any other information which may affect ability to pay, and until such time, Big Crater, LLC may continue to rely on this information. Any changes in legal status or the information provided in Section II or III must be communicated at least five business days in advance by certified mail. The original Applicant will remain liable until such time as Big Crater, LLC has been given a reasonable period of time to respond to any notice regarding changes in legal status. Applicant further agrees that these Terms and Conditions are governed by the laws of the state where the shipments originated and that if any provision hereof is held invalid, illegal or unenforceable, then no other provision shall be affected or impaired thereby. Applicant will pay all costs of collection, including, but not limited to, attorneys fees equal to the greater of 25% of the amount of the outstanding indebtedness, or the maximum allowable under state law, should all or any part of this account be placed for collection. Applicants further waive the right to a jury trial in the event Big Crater, LLC is required to institute suit for collection of any sums due hereunder. Applicant agrees that any and all claims arising out of or relating to any sale or extension of credit by Big Crater, LLC, including, but not limited to, any action by Big Crater, LLC to collect on account, may be filed in Federal or State court where the shipments originated, and Applicant specifically consents to the exercise of non-exclusive personal jurisdiction over Applicant by a Federal or State court where the shipments originated, and to extraterritorial service of process, if necessary.

Applicant agrees that any claims concerning quality control, or compliance with product specifications, shall be waived unless written notice of such claim shall be delivered to Big Crater, LLC, by certified mail at the address found on its invoice, within 30 days of receipt of such products by Applicant.

Big Crater, LLC may at any time, assign its rights for payment hereunder.

Print Name of Person Signing	Title	Handwritten Authorized Signature
Print Name of Person Signing	Title	Handwritten Authorized Signature

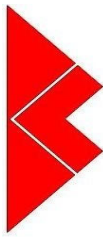
SECTION VII -PERSONAL GUARANTY OF BUSINESS CREDIT

For value received, each of the undersigned hereby personally and individually guarantees payment when due of all indebtedness now due or which may become due by Applicant to Big Crater, LLC even though from time to time there may be no indebtedness owing by Applicant. To the maximum extent allowed by applicable state law, this personal guaranty is unlimited in amount and shall apply to all balances arising from sales to Applicant under the above Terms and Conditions for twenty years after the date immediately below.

Each of the undersigned waives all notices with respect to this guaranty and waives acceptance of this guaranty by Big Crater, LLC

Each of the undersigned hereby subordinates any indebtedness owed to the undersigned by Applicant and any right of subrogation or contribution against Applicant or any other guarantor until all indebtedness has been paid and satisfied in full. Each of the undersigned agrees to pay all costs of collection, including, but not limited to, attorneys fees equal to 25% of the amount of the outstanding indebtedness, after default by the undersigned hereunder. Each of the undersigned authorizes Big Crater, LLC to check the undersigned's credit and employment history from time to time and to obtain one or more consumer reports regarding the undersigned.

Print Name of Person Signing	Handwritten Signature of Individual Guarantor	Social Security #	Date
Print Name of Person Signing	Handwritten Signature of Individual Guarantor	Social Security #	Date



Big Crater, LLC
1526 2nd Ave
Moundville, AL 35474
(205)900-9200 (O)

TERMS AND CONDITIONS

It is agreed that the buyer will pay all invoices in accordance with Big Crater, LLC. Terms and interest if payment is delinquent at the rate of 1.5% per month on the past due balance if beyond 30 days. If the account becomes 90 days past due, the buyer becomes responsible for any lien fees. If collection is necessary, court costs, plus and additional fifteen percent (15%) Attorney's fees will be assessed on principal and interest and, all other collection costs which the seller may incur in enforcing the terms of this agreement, all without relief from valuation and appraisal laws. If legal action becomes necessary by the seller, it is also agreed that this agreement will be governed as to validity, interpretation, effect and all other respect by the laws of the state of Alabama.

Business Name

Date

Buyer's Signature
(Officer or Authorized Designee)

Buyer's Title