



**Rogers Group, Inc. its Affiliates and Subsidiaries**  
**CREDIT APPLICATION / CONTRACT/ ACCOUNT UPDATE**

Account Name: \_\_\_\_\_  
 Billing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_ Mobile Phone: (\_\_\_\_) \_\_\_\_\_  
 A/P Contact: \_\_\_\_\_ A/P email: \_\_\_\_\_

**If tax exempt, certificate must be returned with this form** SS# or Fed. Tax ID# \_\_\_\_\_

Years in business: \_\_\_\_\_ Circle type of Business: Corporation Partnership LLC Individual  
 Circle Type of Trades Applicant Performs: *GC Subcontractor Site / Utility Distributor Highway Home Builder Asphalt Paver*  
*Fixed Plant Asphalt / Concrete Government Agriculture Church / School Other* \_\_\_\_\_

The undersigned Applicant requests that an open account for purchases of services or materials be established with Rogers Group, Inc., and/or any of its subsidiaries or affiliated entities, specifically including but not limited to: Hunt-Rogers Materials, LLC; Reostone, LLC; Mid-South Stone, Inc.; and Mid-South Pavers, LLC (individually and, as applicable, collectively, "RGIAA") and agrees that, except to the extent specifically contradicted or superseded by the terms of any subsequently executed written agreement signed by RGIAA, the terms of this Credit Application shall govern the terms of any such purchases from RGIAA, without the necessity of RGIAA countersigning this Credit Application or any other written documentation.

Applicant agrees and acknowledges that: (1) unless different payment terms are agreed upon in writing signed by RGIAA pursuant to a separately executed purchase order or contract, all invoices shall be paid in full by Applicant within 30 days of the date of the invoice, and service charges in the amount of 1.5% per month (or the maximum rate allowed by law, whichever is less) shall accrue on all past due balances owed, and (2) RGIAA does not accept credit card payments on account balances.

Applicant further agrees, represents and warrants (1) to indemnify and hold RGIAA harmless against (1) all damages and losses incurred by RGI, including reasonable attorneys and expenses, incurred in collecting monies due from Applicant, enforcing this agreement, or in defending or resolving any claim made against RGIAA arising out of or relating to RGIAA's dealings with Applicant; (2) except where otherwise prohibited by law, RGIAA may apply payments, in its sole and absolute discretion, apply payments received to the oldest invoices; and (3) Applicant consents to jurisdiction of the state and federal courts located in Davidson County, Tennessee for the resolution of any disputes between Applicant and RGIAA.

Applicant (and, as applicable, Guarantor) authorizes RGIAA to contact any third party, and/or obtain credit reports from any trade or bank reference, or any credit reporting agencies about either Applicant or Guarantor.

This Credit Application applies to all of Applicant's dealings with RGIAA and has no expiration date. It shall not be necessary, in making proof of this Credit Application, to produce or account an original copy, a faxed or PDF copy of which will have the same force and effect as the original signed document. If any of the provisions hereof are deemed unenforceable, all remaining provisions shall remain in full force and effect.

APPLICANT NAME: _____	WITNESS
Signature _____	By: _____
Print Name: _____	Print Name: _____
Title: _____	Address of Witness: _____
Date: _____	Date: _____

**GUARANTY**

To Induce RGIAA to accept this Credit Application and extend goods or services on credit, and to the maximum extent allowed by law, the undersigned irrevocably and unconditionally guaranty to RGIAA the full performance of all obligations of Applicant to RGIAA under this Credit Application and any subsequent agreement between Applicant and RGIAA, including but not limited to the payment of attorneys' fees. This is guarantee of a debt and not of collection, the liability of Guarantor hereunder is direct and immediate, joint and several, and not conditioned or contingent upon the pursuit of any remedies against any other person or entity, nor against security or liens available to RGIAA. Guarantor's obligations hereunder shall survive any termination of the guaranty for purchases made by Applicant prior to written termination of the Guaranty actually received by RGIAA by email at AccountsReceivable@rogersgroupinc.com. Guarantor hereby agrees to waive all defenses at law or in equity to the enforcement of this guaranty. Guarantor consents to jurisdiction of the state and federal courts located in Davidson County, Tennessee.

_____ Guarantor Signature	_____ Print Name	_____ SS# of Guarantor	_____ Date
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Guarantor Address: \_\_\_\_\_ Guarantor phone number: (\_\_\_\_) \_\_\_\_\_

Witness: \_\_\_\_\_ Address of Witness: \_\_\_\_\_

***Please note: Incomplete or unsigned applications will not be processed.***

**Return to: AccountsReceivable@RogersGroupInc.com fax-(502) 253-5719 phone- (931) 434-0508**