

CREDIT TERMS and ACCOUNT AGREEMENT

In consideration for Geneva Rock Products, Inc. to extend credit in connection with the purchase of materials, supplies and/or services, the Purchaser stipulates and agrees to be bound by all elements of this credit agreement, which are:

- A. By state law, Geneva Rock Products, Inc. will bill for sales tax until an exemption certificate is received. IF SALES ARE TAX EXEMPT, PLEASE ATTACH CERTIFICATE.
- B. The approval of credit and the credit availability are determined at the sole discretion of Geneva Rock Products, Inc., and may be terminated at any time by the grantor with or without prior notice.
- C. Payment in full is due 30 days from the date of invoice. All payments are payable to Geneva Rock Products, Inc. at P.O. Box 428, Orem, Utah 84059, or at any other location determined at the sole discretion of Geneva Rock Products, Inc.
- D. Balances not paid in full when due will incur **FINANCE CHARGES** at the rate of **1 ½% per month, which is 18.0% ANNUAL PERCENTAGE RATE**. Finance charges accrue and are charged on all invoice amounts not paid by the end of accounting period after due date, both before and after judgment, and continuing each month until paid in full.
- E. If the Purchaser defaults against these credit terms, Purchaser is liable to pay all costs of collection, including court costs and reasonable attorney fees, whether or not suit is actually filed. Purchaser agrees that any legal action brought hereunder may be brought in Salt Lake County, Utah or Utah County, Utah; at the option of Geneva Rock Products, Inc.
- F. At the sole option of Geneva Rock Products, Inc. any and all disputes, claims and controversies arising out of the granting of credit based upon this agreement or any transactions resulting between the parties hereto, shall be subject to and resolved by binding arbitration in accordance with the rules and procedures of the American Arbitration Association.
- G. Mechanics Lien filing fee is a minimum of \$150.00 for each individual property liened and will be charged to be paid by Purchaser as a cost of collection.
- H. Purchaser agrees and acknowledges that any defects, errors, or disputes of any nature pertaining to the accuracy of validity of invoices and/or monthly billing statements, including, but not limited to, disputes as to the authority of the customer signing the invoice to charge upon Purchaser's account, disputes as to the amount charged or materials invoiced, disputes as to the location to which materials are to be delivered, and disputes as to the application of payments upon the account, are waived by Purchaser unless Purchaser notifies Geneva Rock Products, Inc. of the same in writing within 15 days of Purchaser's receipt of such invoices and/or statements. Purchaser shall be deemed to have received the monthly statement reflecting that invoice.
- I. It is the Purchaser's obligation to notify Geneva Rock Products, Inc. in writing of any change in the "Form of Organization" and/or "Partners or Officers" as stated herein. Until such time as such written notice by certified mail addressed to and received by Geneva Rock Products, Inc. at 302 West 5400 South Ste. 200, Murray, UT 84107, the parties or entities named shall remain liable to Geneva Rock Products, Inc. upon the account and under the terms set forth herein.
- J. NOTICE OF PROTECTION AGAINST LIENS AND CIVIL ACTION IN UTAH. Notice is hereby provided in accordance with Section 38-11-108 of the Utah Code that under Utah law an "owner" may be protected against lien being maintained against an "owner-occupied residence" and from other civil action being maintained to recover monies owed for "qualified services" performed or provided by suppliers and subcontractors as a part of this contract, if the following conditions are satisfied.
 - (1) the owner must enter into a written contract with either an "original contractor" who is properly licensed or exempt from licensure, or with a "real estate developer";
 - (2) the owner must pay in full the original contractor or real estate developer or their successors or assigns in accordance with the written contract and any written contract or oral amendments to the contract.

The information submitted on this application is for the purpose of obtaining credit and is warranted to be true. I agree to the stated credit terms of this agreement. I hereby authorize Geneva Rock Products, Inc. and its authorized agent(s) to investigate and employ any credit information bureau service and/or the investigative agency and/or any other persons pertaining to my credit and financial responsibility and agree to the release of credit information. This authorization shall be continuing without expiration and a photocopy or fax copy shall be given the same effect as the original. The undersigned as [an] individual(s) hereby knowingly consent(s) to the use of any such credit report(s) consistent with the Federal Fair Credit Reporting Act as contained in 15 U S C @ 1681 et seq.

I certify that I am the Purchaser or the authorized agent of the purchaser and that I have authority to bind the purchaser to the credit terms. By signing this Agreement Purchaser acknowledges receipt of a copy thereto.

Dated the _____ day of _____

By: _____
(signature)

(Company name)

(block print signers name)

Title: _____

Personal and Continuing GUARANTEE TO Geneva Rock Products, Inc.:

In consideration of the extension of credit to the above named Purchaser, the undersigned, as guarantor hereby personally and individually guarantees to Geneva Rock Products, Inc. that the above named Purchaser will fully and promptly perform its present and future obligations to Geneva Rock Products, Inc. in the event of default, the guarantor agrees to pay all balances due, as well as service charges, reasonable attorney's fees and costs incurred in due course of any collection action taken as outlined in the agreement above.

This guarantee shall be enforceable without first resorting to, or exhausting any remedies against Purchaser, or any other party. Notice of acceptance of this guarantee is waived as well as notice of default in the event that Purchaser fails to satisfy any indebtedness covered by this guarantee. This may be terminated by the undersigned at any time of receipt of written notice by Certified US Mail addressed to Geneva Rock Products, Inc. at 302 West 5400 South, Suite 200, Murray, Utah 84107. This termination will only apply to purchases made on the account after receipt of the notice and will not relieve the guarantor of its obligations for purchases prior to receipt of said notice. Termination of the guaranty may result in the termination of credit terms.

The undersigned authorizes Geneva Rock Products, Inc., or its Agents to secure a credit report and agree to the release of credit information. This Authorization shall be continuing without expiration and a photocopy or fax copy shall be given the same effect as the original. The undersigned as [an] individual(s) hereby knowingly consent(s) to the use of any such credit report(s) consistent with the Federal Fair Credit Reporting Act as contained in 15 U.S.C. @ 1681 et seq.

Signed _____
(Guarantor)

Date _____

(Address)

(Social Security Number)

Signed _____
(Guarantor)

Date _____

(Address)

(Social Security Number)