

Date Received by MSC \_\_\_\_\_

**MATERIAL SALES COMPANY, INC.**  
**P O. Box 1040 Salisbury, NC 28145**  
**Phone 704-633-4241 Fax 704-630-0040**  
**Ashley Helms, [ashley.helms@hedrickind.com](mailto:ashley.helms@hedrickind.com)**

\* Please select location

**Eastern NC**

- Aquadale Quarry
- Piedmont Sand
- B.V. Hedrick Gravel
- Lake Norman Q.
- Norman Sand

**Western NC**

- Grove Stone Quarry
- North Buncombe Q.
- South McDowell Q.
- Green River Quarry

**COMPANY OR PERSONAL INFORMATION**

Legal Business Name \_\_\_\_\_

Individual's Name \_\_\_\_\_

Street Address \_\_\_\_\_

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

City, State, Zip Code \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_

Accounts Payable Contact \_\_\_\_\_

Invoice Delivery Method  Mail  Email A/P Email \_\_\_\_\_

Corporation  Proprietorship  Partnership Years in business \_\_\_\_\_

Have you ever declared bankruptcy? \_\_\_\_\_ If yes, when? \_\_\_\_\_

**OFFICERS, OWNERS OR PARTNERS (names, addresses, cell numbers and email)**

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

**TRADE REFERENCES: list references your company buys from on credit. (We must have a valid email)**

1. \_\_\_\_\_ Tel No \_\_\_\_\_ Email \_\_\_\_\_
2. \_\_\_\_\_ Tel No \_\_\_\_\_ Email \_\_\_\_\_
3. \_\_\_\_\_ Tel No \_\_\_\_\_ Email \_\_\_\_\_

**TERMS AND CONDITIONS:**

1. **Charge Sales:** If MSC elects to extend credit to Applicant, then the purchase of goods and/or materials (collectively the "Materials") hereunder by Applicant from MSC shall constitute acceptance of MSC's credit terms as set forth herein, and in subsequent delivery tickets and invoices. MSC will invoice weekly for materials purchased. Terms of payment are Net 30 days following date of invoice and past due accounts will be placed on credit hold. If Applicant's account is not paid in by the net 30 day terms, then the account shall be past due and a finance charge will be assessed on the past-due amount in the amount of 1.5% per month (18% per annum) until payment in full is received by MSC. If Applicant becomes, or is, insolvent, bankrupt or any proceeding materially affecting Applicant's business or property, is instituted against Applicant, or Applicant fails to pay MSC's invoices when due, then MSC shall, as its sole option, be free to curtail or discontinue sales or deliveries to Applicant for as long as MSC shall determine, in its sole and exclusive discretion. In addition, Applicant shall be responsible and obligated to pay all court costs, attorney's fees, and other expenses incurred by MSC in the collection and liquidation of Applicants past due balance. If a customer elects to pay their invoices with a credit card, there will be a 3% (of total invoice balance) fee added to the transaction to cover the fees from the credit card companies. There are no fees for paying with checks, cash, ACH, & debit cards.
2. **Materialman's Liens:** Applicant, as an inducement to MSC to sell and deliver the Materials to Applicant, hereby expressly represents to MSC that Applicant has not done, and will not do, either directly or indirectly, anything whatsoever which has, or will have, the effect of releasing, waiving, or surrendering, the lien rights of MSC. No waiver of lien for the Materials shall be required of MSC until the same shall have been fully paid for. Upon demand by MSC, Applicant shall be obligated to immediately furnish MSC with all necessary legal descriptions and all other relevant information necessary for MSC to perfect a lien. Applicant agrees to pay for all court costs, recording fees, attorney's fees, and other expenses incurred by MSC in securing MSC's lien rights in the event of default by Applicant to pay according to the terms stated in Paragraph 1 hereof.

3. Delivery and Purchase: Applicant authorizes purchases and deliveries to be made without signature. Applicant shall have an agent on the jobsite to receipt for all the Materials. In the case of the agent's absence, MSC may, at its option, deliver the Materials, and the driver's signature and statement in writing as to articles so delivered shall be conclusive evidence of delivery of the Materials. All the Materials when delivered and received shall become the sole responsibility of Applicant thereof, and all risks of loss shall be transferred to Applicant.
4. Warranties: MSC warrants to Applicant that, for a period of one year, all the Materials sold hereunder are merchantable and will pass without objection in the trade, under the Invoice description. **THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AS TO DESCRIPTION, QUALITY, FITNESS FOR ANY PARTICULAR PURPOSE OR ANY OTHER MATTER, WHICH EXTEND BEYOND THOSE STATED HEREIN.** All claims under this warranty must be in writing and received by MSC within one year from the date of delivery of the Materials to Applicant in order to be valid. Remedies for breach of this express warranty are limited by MSC, at its sole option, to (1) refurbishing the Materials, as supplied which have been found in breach of warranty, or (2) a refund of the amount paid for such materials. Both parties mutually waive consequential damages arising out of the provision of Materials. If Applicant, through its agent, employees and/or independent contractors, directly or indirectly, performs, requests, structures and/or otherwise authorizes any alteration, modification or amendment to the Materials, then the express warranty contained herein is void and ineffective, and MSC GIVES NO WARRANTY, EXPRESS OR IMPLIED, AS TO DESCRIPTION, QUALITY, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR ANY OTHER MATTER. Additionally, if an alteration, modification or amendment occurs to the Materials, then Applicant assumes sole responsibility for the use, application, defects, deficiencies and suitability of the Materials and hereby waives all rights, claims, demands and causes of action against MSC therefore.
5. Approved Credit Limit: \$\_\_\_\_\_ The approved Credit does not limit the liability of Applicant to MSC. Applicant shall pay to MSC whatever amount shall at any time own on the account to MSC.

By its signature below, Applicant acknowledges that the above information is true and correct. Applicant consents that inquiries may be made into its credit record and reports made to persons and reporting agencies of its performance of this Agreement. Applicant consents that inquiries may be made into Applicant's bank credit.

NAME OF BUSINESS: \_\_\_\_\_

BY(SIGNATURE): \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**GUARANTY AGREEMENT**

In consideration of extension of credit by MSC, the undersigned does hereby unconditionally guarantee payment of whatever amount Applicant named above shall at any time owe to MSC on account of the Materials hereafter delivered, furnished or supplied, whether said indebtedness is in the form of notes, bills, fees, costs, or open accounts. This shall be an open and continuing guarantee and shall continue in force notwithstanding any change in the form of such indebtedness or renewals or extensions granted by MSC, without obtaining any consent thereto, and until expressly revoked by written notice. Any such revocation shall not in any manner effect the undersigned's liability as to the indebtedness contracted for prior thereto. The undersigned further agrees to pay all expenses, including any and all court costs, attorney's fees, or any other expense incurred by MSC in collection of any or all amounts owed by Applicant, or in enforcing this Guaranty Agreement. This Guaranty Agreement shall be continuing, absolute and unconditional, and shall be enforceable by MSC against the undersigned individual. All diligence in collection or protection, and all presentment, demand, protest and/or notice as to anyone or everyone, or dishonor and default and of non-payment and of the creation and existence of any and all guaranteed debts, and of any and all extension of credit and indulgence hereunder, are expressly waived. The undersigned shall be jointly and severally liable with Applicant. Payments from the undersigned of monies due and owing as a result of this Guaranty Agreement shall be due upon demand by MSC.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
GUARANTOR

\_\_\_\_\_  
DATE

\_\_\_\_\_  
GUARANTOR

**Email or Fax application after completion: [mscpayers@hedrickind.com](mailto:mscpayers@hedrickind.com) or Fax: (704)630-0040**

Please allow 7 – 10 business days to process credit applications.

Credit Approved

SIGNED \_\_\_\_\_ DATE \_\_\_\_\_

Credit Disapproved

MATERIAL SALES COMPANY, INC.