

Return Credit Application To:  
**Martin Marietta Materials**  
**Magnesia Specialties**  
 755 Lime Road, Woodville, OH 43469  
 Attn: Barb LaBriere  
 Fax: 419-849-4274



**APPLICATION FOR CREDIT**

**Firm Name (If applicable)** \_\_\_\_\_ **Federal I.D #** \_\_\_\_\_

**Mailing Address** (if different than physical address) \_\_\_\_\_

**City/State/Zip/Country** \_\_\_\_\_

**Physical Address** \_\_\_\_\_

**City/State/Zip/Country** \_\_\_\_\_

**Phone & Contact Information:**

**Person to Contact** \_\_\_\_\_

**Business – Area Code Number** \_\_\_\_\_

**Fax – Area Code/Number** \_\_\_\_\_

**Mobile – Area Code/Number** \_\_\_\_\_

**Other – Area Code/Number** \_\_\_\_\_

**Credit/Trade References:**

**Bank** \_\_\_\_\_

**Address** \_\_\_\_\_

**City/Zip** \_\_\_\_\_

**Telephone** \_\_\_\_\_ **Fax** \_\_\_\_\_

**Account Number** \_\_\_\_\_ **Contact** \_\_\_\_\_

**Trade Reference 1** \_\_\_\_\_

**Address** \_\_\_\_\_

**City/Zip** \_\_\_\_\_

**Telephone** \_\_\_\_\_ **Fax** \_\_\_\_\_

**Account Number** \_\_\_\_\_ **Contact** \_\_\_\_\_

**Trade Reference 2** \_\_\_\_\_

**Address** \_\_\_\_\_

**City/Zip** \_\_\_\_\_

**Telephone** \_\_\_\_\_ **Fax** \_\_\_\_\_

**Account Number** \_\_\_\_\_ **Contact** \_\_\_\_\_

**Trade Reference 3** \_\_\_\_\_

**Address** \_\_\_\_\_

**City/Zip** \_\_\_\_\_

**Telephone** \_\_\_\_\_ **Fax** \_\_\_\_\_

**Account Number** \_\_\_\_\_ **Contact** \_\_\_\_\_

**Individual** \_\_\_ **Partnership** \_\_\_ **Corporation** \_\_\_  
**LLP** \_\_\_ **LLC** \_\_\_ **LLLP** \_\_\_

**Name & Social Security Number of Owner/Principals**  
**Name:** \_\_\_\_\_ **Soc Sec #** \_\_\_\_\_

**Partners/Members**  
**Name:** \_\_\_\_\_ **Soc Sec #** \_\_\_\_\_  
**Name:** \_\_\_\_\_ **Soc Sec #** \_\_\_\_\_  
**Name:** \_\_\_\_\_ **Soc Sec #** \_\_\_\_\_

**Additional** \_\_\_\_\_

**Year Business Established** \_\_\_\_\_

**Description of Business** \_\_\_\_\_

**Parent Company** \_\_\_\_\_

**Address** \_\_\_\_\_

**Telephone** \_\_\_\_\_

**Division Of:** \_\_\_\_\_ **Subsidiary Of:** \_\_\_\_\_

**Have you or any officer of the company ever:**  
**Filed Bankruptcy** Yes \_\_\_ No \_\_\_ **Date** \_\_\_\_\_  
**Chapter Filed** \_\_\_ **Individual** \_\_\_ **Corporation** \_\_\_  
**State/Federal Tax Lien** Yes \_\_\_ No \_\_\_ **Date** \_\_\_\_\_  
**Judgement filed Against** Yes \_\_\_ No \_\_\_ **Date** \_\_\_\_\_

**Requirements for Billing/Invoices/Statements**  
**Monthly Statement:** Yes \_\_\_ No \_\_\_  
**Purchase Order Number:** Yes \_\_\_ No \_\_\_  
**Other:** \_\_\_\_\_

**Tax Exempt:** Yes \_\_\_ No \_\_\_ **State:** \_\_\_\_\_  
**Type of Exemption** \_\_\_\_\_  
 (Resale, Manufacturer, Direct Pay, Foreign, etc.)  
 (State Exemption Certificate must accompany this credit application)

**Is Your Company Bonded?** Yes \_\_\_ No \_\_\_  
**Bonding Company/Agent** \_\_\_\_\_  
**Address** \_\_\_\_\_  
**Telephone** \_\_\_\_\_

**Monthly Shipping Requirement** \_\_\_\_\_

**Martin Marietta Product of Interest** \_\_\_\_\_

**Monthly Credit Line Desired** \$ \_\_\_\_\_

**Anticipated Order Date** \_\_\_\_\_

**Our Standard Terms of Sale are 30 DAYS. Are you agreeable to pay accordingly?** Yes \_\_\_ No \_\_\_

By my/our signature on this Application for Credit, I/We agree to the terms and conditions stated on either side of the application and authorize my/our bank to release my banking and credit information to Martin Marietta Materials, Magnesia Specialties.

**FOR CREDIT OFFICE USE ONLY**  
 Credit Approved  
 By \_\_\_\_\_  
 Date \_\_\_\_\_  
 Credit Limit: \_\_\_\_\_

**Firm Name** \_\_\_\_\_  
**Signature of Officer/Partner/Member:** (Require both partners' signature and in case of members, more than one signature).

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Signature

## APPLICANT'S CERTIFICATION AND AGREEMENT

By signing and returning this Application for Credit, Applicant certifies and agrees as follows: (i) The information contained herein is true and correct. (ii) Applicant authorizes Martin Marietta Magnesia Specialties, LLC ("Martin"), at any time and from time to time so long as Applicant does business with MARTIN, to obtain credit reports about Applicant and to obtain credit information from banks, credit reporting agencies or others with whom Applicant has dealt. Applicant authorizes all references named herein to release credit information to MARTIN. The authorized individual signing on behalf of Applicant, recognizing that his or her individual credit history may be a factor in evaluation of the credit history of the Applicant, hereby consents to and authorizes the use of a consumer credit report on such individual, from time to time so long as Applicant does business with MARTIN. (iii) Applicant agrees to furnish such additional information as MARTIN may request to warrant future extensions of credit or to enable MARTIN to perfect liens or to recover upon any bond issued for its protection. (iv) Applicant agrees that all purchases will be made under the Terms and Conditions of Sale printed below. (v) Applicant agrees that MARTIN may, for any reason and at any time, elect to terminate any credit that is extended to the Applicant or modify the conditions under which credit is to be extended.

### TERMS AND CONDITIONS OF SALE

#### 1. Acceptance.

Acceptance of any order from Applicant ("Order") is expressly made conditional on assent to these Terms and Conditions, either by written acknowledgment or by Applicant's acceptance of the products sold hereunder. These Terms and Conditions also serve as MARTIN's objection to and rejection of any terms and conditions included in Applicant's forms that are different from or additional to these Terms and Conditions.

#### 2. Prices, Taxes, Transportation.

Unless otherwise agreed, the prices for the products covered by any order are for quantities indicated. Applicant shall pay all taxes applicable to the sale or delivery by MARTIN or subsequent use by Applicant of such products. Transportation charges are based on rates now in effect and are subject to change without notice to the charges in effect at the time of each shipment. Weights will be determined strictly in accordance with rail or truck scale weights without any allowance for moisture or specific gravity variations.

#### 3. Warranties.

As to the products at the time of shipment, MARTIN warrants good title and conformance to specifications stated on the front of any order acknowledgment from MARTIN. THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. Applicant shall promptly notify MARTIN of any suspected breach of MARTIN's warranties and hold the products for MARTIN's inspection. Products may not be returned by Applicant without prior written authorization from MARTIN.

#### 4. Limitation of Liability.

IN THE EVENT PRODUCT IS UNSATISFACTORY, MARTIN'S LIABILITY IS LIMITED TO FURNISHING REPLACEMENT MATERIAL. IN NO EVENT SHALL MARTIN BE LIABLE TO APPLICANT FOR LOSS OF PROFITS OR REVENUE OR FOR ANY OTHER CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES. REGARDLESS OF PRIOR DEALINGS, ANY CLAIM BY APPLICANT SHALL BE DEEMED WAIVED UNLESS PRESENTED IN WRITING TO MARTIN WITHIN 1 YEAR FROM THE DATE OF DELIVERY OR WITHIN SUCH OTHER TIME PERIOD AS MARTIN MAY HAVE PROVIDED IN WRITING.

#### 5. Credit, Payment Terms.

Shipments are subject to prior credit approval. Terms of payment are thirty days from invoice date. If Applicant fails to make timely payments or if, in MARTIN's opinion, the financial condition of Applicant or other grounds for insecurity warrant such action, MARTIN may, without limiting its other remedies, (i) suspend shipments pending receipt of payment in advance or other security satisfactory to MARTIN or (ii) terminate the Order, in which event unpaid invoices shall become immediately due and payable. Applicant agrees to pay 1.5% per month or the maximum lawful service charge which may be assessed by MARTIN, whichever is lower, on unpaid invoices from their due

dates and MARTIN's reasonable costs of collection, including, but not limited to, reasonable attorneys' fees. A minimum charge of \$25 will be added to any dishonored check. Applicant agrees to waive applicable rules and laws relating to venue and consents to MARTIN's commencement of an action to collect invoices due in any state or federal court in which MARTIN maintains an office or a principal place of business.

#### 6. Force Majeure.

MARTIN shall not be liable for failure or delay in performance due in whole or in part to causes such as an act of God, strike, lockout or other labor dispute, civil commotion, sabotage, fire, flood, explosion, acts of any governmental unit, unforeseen shortages or unavailability of fuel, power, transportation, raw materials or supplies, inability to obtain or delay in obtaining necessary equipment or government approvals, permits, licenses or allocations, and any other causes which are not within the reasonable control of MARTIN, whether or not of the kind specifically enumerated above. Under any such circumstances, MARTIN shall have the additional time needed to complete the Order and the right to allocate its available supply in the manner it selects, to itself and among any or all customers, including, but not limited to, its subsidiaries and affiliates.

#### 7. Waiver.

MARTIN shall not be deemed to have waived any right, power, privilege or remedy unless such waiver is expressly in writing and duly executed. No partial exercise, failure to exercise, delay in exercising or course of dealing with respect to any right, power, privilege or remedy shall operate as a waiver thereof by MARTIN or of any other right, power, privilege or remedy.

#### 8. Governing Law.

The laws of the state in which MARTIN's plant supplying the product in question is located shall govern the validity, interpretation, construction and effect of these terms and conditions and any Order, without regard to principles of conflict or choice of law.

#### 9. General.

These Terms and Conditions contain the entire agreement of the parties with respect to the sale of products by MARTIN and any credit extended in connection therewith, and all previous contracts, purchase orders, proposals, discussions and communications relating to the same are superseded except to the extent that they have been incorporated by direct reference. These Terms and Conditions may not be amended without MARTIN's prior written consent. If any provision of these Terms and Conditions, whether a paragraph, sentence or a portion thereof, is judicially determined to be null and void or unenforceable, such provision shall be deemed to be severed, and the remaining provisions shall remain in full force and effect. The headings are for convenience of reference only and shall not affect its interpretation or construction. Any errors incorporated in or appearing on these Terms and Conditions are subject to correction by MARTIN.

FOR CREDIT DEPARTMENT USE ONLY

Credit Approved:

By: \_\_\_\_\_

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

FOR SALES USE ONLY

Sales Contact:

By: \_\_\_\_\_

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