



Great Lakes Aggregates, LLC  
Sylvania Minerals, LLC and Recycled Aggregates, LLC

5699 Ready Road  
South Rockwood, MI 48179  
Phone: 734-783-7400 Fax: 734-379-0311

**OPEN ACCOUNT APPLICATION AND AGREEMENT**

<b>Exact Legal Name of Business:</b>			
Physical Address:			
City:		State:	ZIP Code:
Phone:	Fax:	E-mail:	
Billing Address:			
City:		State:	ZIP Code:
<b>Principals/Officers:</b>			
Name & Title:			
Name & Title:			
Type of Business and Federal ID#:			
Sole proprietorship:	Partnership:	Corporation:	Other:
Year Established:	State of Incorporation:	Taxable _____	Non-Taxable _____ Form must be attached
<b>INVOICE AND BANK INFORMATION</b>			
Contact Name for invoices:			
Telephone:	Fax:	E-mail:	
EFFECTIVE January 1, 2019, paper invoices will be an additional \$0.25 per ton for processing.			
Bank name:			
Type of account:	Account number:		
Contact Name and Phone:			
<b>BUSINESS REFERENCES</b>			
Company name:			
Address:			
City:		State:	ZIP Code:
Phone:	Fax:	E-mail:	
Company name:			
Address:			
City:		State:	ZIP Code:
Phone:	Fax:	E-mail:	
Company name:			
Address:			
City:		State:	ZIP Code:
Phone:	Fax:	E-mail:	

Bonding Agency:	Contact:	Phone #:

**AGREEMENT**

**STANDARD TERMS AND CONDITIONS OF OPEN ACCOUNT AGREEMENT**

**1. CONDITIONS AND TERMS OF PAYMENT**

This application and agreement shall apply to, and be binding upon Customer in connection with, all transactions and obligations between Customer and Great Lakes Aggregates, LLC, and each and every of its subsidiaries including Recycled Aggregates, LLC and Sylvania Minerals, LLC (collectively referred to as Great Lakes Aggregates Companies), and any assignee thereof. Customer acknowledges and agrees that the rights and remedies of the Great Lakes Aggregates companies shall be cumulative and that Customer's default of its obligations in any transaction with any one of the Great Lakes Aggregates companies shall constitute a default of any other transaction with the other Great Lakes Aggregates companies entitling Great Lakes Aggregates companies to exercise any and all remedies provided herein in connection with any pending transactions between Customer and any of the Great Lakes Aggregates companies.

The terms of payment are NET 30 DAYS from date of invoice for goods or services sold to Customer. All goods or services sold to Customer are subject to a Time Price Differential of 1 ½% per month (18% per annum) which shall be charged to and payable by Customer on all invoiced amounts not paid at the NET 30 DAYS terms.

**2. DURATION/ TERMINATION**

The duration of this Agreement shall be indefinite and on-going until terminated. This Agreement may be terminated at any time, with or without cause, by either party hereto by delivering written notice to the other party. Upon such termination, sales of goods or services to Customer on open account shall cease. Notwithstanding any such termination, the Terms and Conditions of this Agreement shall remain in full force and effect as to any and all sales of goods or services to Customer preceding such termination including any sale for which an invoice may not have yet been issued prior to the date of termination.

**3. PROJECT IDENTIFICATION**

For each order or purchase of goods or services hereunder, Customer shall provide the Great Lakes Aggregates companies with an accurate identification of the project name or site on or into which Customer is using, delivering, or otherwise incorporating the goods or services sold to Customer and shall provide to the Great Lakes Aggregates companies, upon request, copies of any applicable Notice of Commencements, legal descriptions, or payment bonds pertaining to each such project.

**4. WARRANTY**

Absent any separate written warranty executed by Great Lakes Aggregates companies pertaining to any sale, Great Lakes Aggregates companies warrant only that the goods or services sold to Customer shall conform to the description of such goods or services stated in Great Lakes Aggregates Companies shipping/delivery documents or invoices. Great Lakes Aggregates companies expressly DISCLAIM ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE as to any goods or service sold to Customer. Great Lakes Aggregates companies liability and Customers sole and exclusive remedy under the above stated warranty shall be furnished of a like quantity of conforming goods for Customer pick-up at the Great Lakes Aggregates companies locations, or a full or partial refund of the invoiced cost of the non-conforming goods or services, whichever is lesser, at Great Lakes Aggregates companies discretion. Great Lakes Aggregates shall have NO LIABILITY FOR ANY SPECIAL OR CONSEQUENTIAL DAMAGES.

**5. CUSTOMER REQUIREMENTS**

Nothing in this Agreement shall be construed as creating any minimum requirements upon the quantity or frequency of goods or services to be provided by Great Lakes Aggregates companies to Customer. Great Lakes Aggregates companies agrees only to sell goods or services to Customer, as and when, Great Lakes Aggregates companies, in its business judgment, has goods or services available for sale.

**6. PRICES**

Sales of goods or services to Customer under this Agreement shall be the Great Lakes Aggregates companies current prices in effect at the date of each sale or at the price agreed upon by Great Lakes Aggregates companies and Customer for any sale.

**7. REMEDIES**

In the event any proceeding is required or taken by any of the Great Lakes Aggregates companies to enforce its rights or collect any amounts due under this Agreement, in addition to the Time Price Differential stated in Paragraph 1 above, Great Lakes Aggregates companies shall be entitled to recover, and Customer shall be obligated to pay, all expenses incurred by Great Lakes Aggregates companies in such proceeding, including but not limited to, court costs and filing fees, recording fees, expenses of litigation, and reasonable actual attorney fees. The remedies provided herein are in addition to, and not in lieu of, any other remedies Great Lakes Aggregates companies may have at law or in equity and the pursuit of any one remedy shall not be construed to be a waiver of, or bar to, the pursuit of any other available remedy.

**8. GOVERNING LAW**

This Agreement shall be governed by the laws of the State of Michigan.

9. I give permission to Great Lakes Aggregates and/or their agents, to verify all information supplied in this application and to verify credit history for purposes of establishing credit limits and collections. I also agree that Great Lakes Aggregates shall retain the right to deny credit and to close this account whenever they deem such action to be necessary.

**10. ENTIRE AGREEMENT**

The face and reverse side of this Agreement, together with any written addenda or attachments hereto, which have been signed by both Great Lakes Aggregates companies and Customer, constitutes the entire Agreement between Great Lakes Aggregates companies and Customer and supersedes all other or prior oral or written understandings or agreements. This Agreement may only be modified by written amendment signed by both Great Lakes Aggregates companies and Customer.

CUSTOMER hereby requests the Great Lakes Aggregates companies to sell goods and/or services to CUSTOMER on open account. CUSTOMER certifies that the information provided in this Application and Agreement is complete and accurate and is submitted by CUSTOMER to induce the Great Lakes Aggregates companies to sell goods and/or services to CUSTOMER on open account. When approved and accepted by the Great Lakes Aggregates companies, this Application and Agreement shall be binding upon CUSTOMER and CUSTOMER'S successors and assigns. This Application and Agreement is subject to and governed by the Terms and Conditions contained in this Application. CUSTOMER CERTIFIES THAT IT HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS AND AGREES THAT SAID TERMS AND CONDITIONS ARE A BINDING AND INTEGRAL PART OF THIS APPLICATION AND AGREEMENT. Electronic Signatures are permitted, enforceable and binding upon the Customer/Applicant. I certified that I have read this Application, understand its terms and conditions, and that the information submitted on this Credit Application is true and accurate to the best of my knowledge on behalf of the Customer/Applicant.

SIGNATURES	
Title: Date:	Title: Date:

**The Personal Guarantee must be signed or your credit may not be approved.**

**Personal Guarantee**

In consideration of the extension of credit that may hereafter be extended to the Credit Applicant, the undersigned does hereby personally, unconditionally and absolutely guarantee payment to GREAT LAKES AGGREGATES, LLC companies or whatever amount shall be at any time owing by the Credit Applicant to Great Lakes Aggregates, LLC companies. The undersigned hereby waives all presentment, demand or notice of non-payment for default. In the event that more than one person signs this Guarantee, the obligations of the guarantors shall be joint and several. **Electronic Signature(s) is (are) permitted and is (are) binding and enforceable against the Guarantor(s).**

SIGN: \_\_\_\_\_

Print Name: \_\_\_\_\_

Social Security #: \_\_\_\_\_ Date: \_\_\_\_\_

SIGN: \_\_\_\_\_

Print Name: \_\_\_\_\_

Social Security #: \_\_\_\_\_ Date: \_\_\_\_\_

Great Lakes Aggregates Companies  
Approved and Accepted by:

\_\_\_\_\_

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

Acct No: \_\_\_\_\_

Revised: 05-03-2019