



P.O. Box 3468  
Summerville, SC 29484-3468

Office (843) 821-7600  
Fax (843) 821-7627

Sales Representative: \_\_\_\_\_ Phone Number: \_\_\_\_\_

**PURCHASE CONTRACT**

Whereas, \_\_\_\_\_ ("CUSTOMER") on or about the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. Enters into this purchase contract ("CONTRACT")

With Knight's Redi-Mix, Inc., D/B/A Knight's Block ("Knight's") under the terms of which Knight's agrees to provide materials and services to customer and customer agrees to pay Knight's for the materials and services pursuant to the terms of this contract as follows:

- This is an agreement between Knight's and Customer wherein Knight's agrees to provide materials and services in exchange for which customer agrees to pay all invoices and sums due within thirty (30) days of date materials are received.
- Knight's credit terms are NET 30. Customer agrees to pay 1.5% monthly service charge (18% APR) on all past due balances. (18% APR) on all past due balances.
- All Invoices must be paid in full within thirty (30) days of date materials are received; if customer fails to pay the invoice in full within thirty (30) days of receipt, the customer is in default of this contract, and Knight's will consider the balance past due.
- Customer further agrees that upon default by customer, customer will indemnify and hold Knight's Redi-Mix, Inc. harmless for any and all costs incurred by Knight's Redi-Mix, Inc., in collecting this debt, including without limitation, attorney's fees, court costs, and any other costs incurred by the attorney in prosecuting this matter.
- Customer consents to the jurisdiction of the first judicial circuit, court of common pleas, Dorchester County, South Carolina, for any causes of action arising out of this contract.
- Customer hereby waives presentation, demand of payment, protest, and notice of non-payment and any and all other notices of any kind whatsoever.
- Customer further agrees that this contract can only be amended in writing, and contains the full and complete agreement between the parties.
- As a material condition for Knight's entering into this contract, this contract shall be supported by a personal guaranty executed by the individual, the principal and/or an authorized member.
- Failure of Knight's to insist in any one or more instances upon strict performance of any one or more of the provisions of this agreement or to take advantage of any of its rights hereunder, shall not be construed as a waiver of any such provisions or the full force and effect.
- By executing this document, the parties attest that they have read this contract in its entirety, that they have had the opportunity to consult with an attorney of their choosing, and that the terms of this contract are contractual and not merely recital.

Customer: \_\_\_\_\_

**KNIGHT'S Redi-Mix, INC.**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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



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**CREDIT APPLICATION**

Name of Business or Individual ("Customer") \_\_\_\_\_  
Billing Address \_\_\_\_\_  
Physical Address \_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_ A/P Contact \_\_\_\_\_  
E-Mail Address \_\_\_\_\_  
Type of Business \_\_\_\_\_ Years in Business \_\_\_\_\_  
Taxpayer ID No. \_\_\_\_\_ Sales Tax Exempt? \_\_\_\_\_ (If yes, attach copy of certificate)

\*\*\*\* Are Purchase Orders required? \_\_\_\_\_  
\*\*\*\* (If yes, orders will not be shipped unless customer provides purchase order)

The following information must be provided. It will be held in the strictest confidence.  
Partnership \_\_\_\_\_ Proprietorship \_\_\_\_\_ Corporation \_\_\_\_\_ State of Inc. \_\_\_\_\_ Date \_\_\_\_\_

Has your business or any principal ever declared bankruptcy? \_\_\_\_\_

**Principal Owners/Officers**

<b>1.</b> Name/Title _____	<b>2.</b> Name/Title _____
Address _____	Address _____
Telephone _____	Telephone _____

**Bank Reference**

**1.** Bank Name & Address \_\_\_\_\_  
Account # \_\_\_\_\_ Contact & Telephone ; \_\_\_\_\_

**Credit References (please provide fax numbers)**

<b>1.</b> Name _____	<b>2.</b> Name _____
Phone: _____	Phone: _____
Fax # _____	Fax # _____
<b>3.</b> Name _____	<b>4.</b> Name _____
Phone: _____	Phone: _____
Fax # _____	Fax # _____

Customer certified that answers given herein are true and complete to the best of customer's knowledge. Customer authorized investigation of all statements contained in this application as may be necessary for consideration for extending credit. Customer further understands that completion of this application does not automatically grant the extension of credit, and that the decision of whether to extend credit to customer is solely in the discretion of Knight's Redi-Mix, Inc. Customer fully understands that in the event credit is extended, customer is responsible for the prompt payment of invoices in consideration of the credit extended and agrees to pay all invoices within thirty (30) days of receipt. Customer further understands that failure to make payments within thirty (30) days will result in the balance being past due, and that all past balances accrue interest at the rate of 18% per annum All decisions made by Knight's Redi-Mix, Inc. regarding extending credit comply with all applicable Federal and State laws and regulations.

Customer: \_\_\_\_\_ Title: \_\_\_\_\_  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_



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**CONTINUING PERSONAL GUARANTY**

**WHEREAS**, \_\_\_\_\_ ("Customer") on or about the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_, entered into a Purchase Contract ("Contract") with Knight's Redi-Mix, Inc. ("Knight's") under the terms of which Knight's agreed to provide materials and services to Customer, and Customer agreed to pay Knight's for the materials and services pursuant to the terms of the Contract.

**AND WHEREAS**, the Contract provided that the obligations of the Customer under the Contract would be guaranteed by the individual, principal and/or an authorized member of Customer ("Guarantors");

**AND WHEREAS**, the promise of the Guarantors to guaranty the Customer's obligations under the Contract was a material inducement to Knight's and resulted in Knight's agreement to enter into the Contract;

**NOW THEREFORE**, in consideration of the sum of One Dollar (\$1.00) paid to the Guarantors, the receipt of which is acknowledged, the Guarantor(s) unconditionally and directly (And jointly and severally, if more than one guaranteee(s) to Knight's the punctual performance of any and all obligations, liabilities and other duties of the Customer of whatsoever kind or nature, whether now existing or hereafter from time to time arising, under the terms of the Contract.

This Guaranty shall be a continuing one, applying to all sales, deliveries, and invoices made by Knight's to Customer, and shall remain in full force and effect until such time as Customer has no further duties or obligations to Knight's and has fully completed its performance under the Contract. This Guaranty shall not be revoked by the death of a Guarantor(s), the sale or transfer of Customer subsequent to the execution of this Guaranty, or the departure, resignation and/or the disassociation for any reason of Guarantor(s) from Customer. *IT IS UNDERSTOOD AND AGREED THAT THE GUARANTOR'S LIABILITY UNDER THIS GUARANTY SHALL BE UNLIMITED.*

And the Guarantor(s) hereby consent(s) that from time to time without notice to the undersigned obligations of any kind covered by this Guaranty may be extended in whole or in part and *the undersigned hereby expressly waiv(s) presentation, demand of payment, protest, and notice of non-payment or protest and any and all other notices of any kind whatsoever.*

The Guarantor(s) further agree(s) (and jointly and severally if more than one) to indemnify Knight's, its successors, and assigns from and against any and all losses, costs, damages, or attorney's fees, which it may suffer, incur, or be put to by reason or in consequence of the obligations of the Customer to Knight's which Customer fails to timely perform.

Failure of Knight's to insist in any one or more instances upon strict performance of any one or more of the provisions of this Guaranty or to take advantage of any of its rights hereunder, shall not be construed as a waiver of any such provisions or the relinquishment of any such rights, but the same shall continue and remain in full force and effect. No change, addition, modification, or amendment of any provision of this Guaranty shall hereafter be made except in writing signed by the party to be charged.

The Undersigned further states that he/she has read fully and understands this Guaranty Agreement, and that he/she has had the opportunity to discuss this Personal Guaranty with his/her attorney.

**IN WITNESS WHEREOF**, the undersigned Guarantor(s) have set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
Guarantor Signature (no titles)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Guarantor Signature (no titles)

\_\_\_\_\_  
Witness