



**Subsidiary:**  
Fairbanks Materials, Inc. (FMI)

**And FMI Divisions:**  
Fairbanks Precast & Rebar  
Fairbanks Block & Building Materials  
Fairbanks ABI Cement



Phone (907) 349-3333

1040 O'Malley Road Anchorage, AK 99515

Fax (907) 344-2844

Date	Account #	Years in Business		
Individual / Proprietor <input type="checkbox"/>		Partnership <input type="checkbox"/>	Corporation <input type="checkbox"/>	L.L.C. <input type="checkbox"/>
Legal Business Name		Business Phone#	Fax#	E-Mail Address
		( )	( )	
Mailing Address	City	State	Zip	Amount of Credit / Mo
				PO Required <input type="checkbox"/>
Street Address	City	State	Zip	Contractor Lic#
				AK Lic#
Contractors Bond Issuing Company			Phone# ( )	Exp. Date
Address				
Has any principal of this firm ever filed bankruptcy? Yes <input type="checkbox"/> No <input type="checkbox"/>			Federal ID#	
<b>COMPLETE THIS SECTION IF INDIVIDUAL / PROPRIETOR</b>				
Name of Owner		Date of Birth	If less than 3 yrs, this business, prev bus. or employer	
Home Address		#Yrs. this address	Phone#	Name of Spouse
			( )	
Former Address		SSN#	Present Employer or type of Contractor	
<b>COMPLETE THIS SECTION IF PARTNERSHIP, CORPORATION or L.L.C.</b>				
Name and Address		Title	SSN#	Prior Business
Type of Business / Contractor			State of Incorporation and Date	
I/We authorize the reference listed below to release credit information concerning myself/ourselves to Alaska Basic Industries, Inc., and/or its subsidiaries and to disclose factual information regarding record of payment.				
<b>Bank References</b>	Name of Bank		Address	Ph# ( )
	Account # (Checking & Savings)			Fax# ( )
	Name & Title of Bank Officer			
<b>Trade Credit References</b>	Name & Address		Fax#	Acct#
			( )	
			( )	
If credit is extended by ABI, all terms and conditions on the attached "Credit Terms and Exclusion of Warranties" shall be applicable. A copy of ABI's "Credit Terms and Exclusion of Warranties" is acknowledged as being received by the undersigned and such terms, as listed thereon are the express conditions, which govern any credit purchases. The applicant for credit acknowledges the terms set out in the attached "Notice to Applicant and Personal Guarantor" and, as appropriate, will have the attached Personal Guarantee executed.				
Date	Print Name of Officer / Principal		Date	Print Name of Officer / Principal
Signature			Signature	

**OTHER AUTHORIZED BUYERS ON ACCOUNT**

	Name	Address	Phone #
1.			
2.			
3.			

**NOTICE TO APPLICANT AND PERSONAL GUARANTOR**

- The applicant and any guarantor each hereby consents to ABI's use of a non-business consumer credit report on the undersigned in order to further evaluate the credit worthiness of the undersigned as a principal, proprietor, and/or guarantor under this credit application. Each hereby authorizes ABI to utilize a consumer credit report each from time to time in connection with the extension or continuation of the business credit represented by this credit application. The applicant and any guarantor each hereby knowingly consents to the use of such credit report consistent with the Federal For Credit Reporting Act as contained in the 15.U.S.C § et seq.
- The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applications on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Federal Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Federal Trade Commission.
- As an applicant for credit, you are entitled to a statement of reasons why your application is denied within 30 days if you request that statement within 60 days of notification to you. You may obtain this information from the credit manager of ABI at 1040 O'Malley Rd. Anchorage, Alaska 99515, telephone (907) 349-3333. If notification to you is oral, you may request in writing a written confirmation, and such written confirmation will be provided within 30 days of your request.

**PERSONAL GUARANTEE**

- To induce Alaska Basic Industries, Inc. (ABI) to do business with and extend credit to \_\_\_\_\_  
(Legal Business Name)  
(Herein referred to as Principal Obligor), I personally guarantee, payment of all obligations of the Principal Obligor which occur pursuant on the credit application, including the Credit Terms and Exclusion of Warranties. This guarantee shall not be limited by any credit application if the Principal Obligor exceeds such limits.
- My guarantee is absolute and unconditional.
- I waive any rights I might otherwise have to:
  - notice of ABI's acceptance of this guarantee;
  - notice of transactions occurring under this guarantee; and
  - notice of Principal Obligor's default on its obligations to ABI.
- I agree to provide ABI written notification of any changes in Name of Account, Location/Address, Ownership or Bonding information, and address of Guarantors.
- Upon Principal Obligor's default, I agree to immediately become liable for Principal Obligor's obligations; ABI need not seek performance, payment, and collection from Principal Obligor before seeking payment from me.
- If more than one person guarantees payment, I agree to be jointly and severally liable with all other guarantors for payment.
- Any delay by ABI in enforcing Principal Obligor's obligations or my obligations under this guarantee shall not limit, release, or discharge my obligations under this guarantee.
- ABI may release any other guarantor of the Principal Obligor's obligations without affecting my liability.
- I agree to pay all costs and attorney's fees incurred by ABI in enforcing its rights against Principal Obligor and all guarantors, including myself.
- To terminate my guarantee, I must provide written notice of termination to the credit department of ABI. My notice of termination must be signed not only by myself, but also by an authorized representative of ABI. Termination will not release me of liability for obligations arising before the effective date of my termination, and that effective date may not be a date prior to execution of this notice by an authorized representative of ABI.

Date	SIGNED IN MY INDIVIDUAL CAPACITY AS GUARANTOR	Print Name	Social Security #
Date	SIGNED IN MY INDIVIDUAL CAPACITY AS GUARANTOR	Print Name	Social Security #
Date	SIGNED IN MY INDIVIDUAL CAPACITY AS GUARANTOR	Print Name	Social Security #

# CREDIT TERMS AND EXCLUSION OF WARRANTIES

## ALASKA BASIC INDUSTRIES, INC.

Subsidiary: Fairbanks Materials, Inc. (FMI)

**And FMI Divisions: Fairbanks Precast & Rebar – Fairbanks Block & Building Materials – ABI Cement**

1. Each applicant must complete an application for credit, and these Credit Terms and Exclusion of Warranties are a part of that application.
2. Decisions will be based on the following:

Credit Reports	Length of Employment	Financing
References	Length of Time in Business	Length of Residency
3. All contractors must be licensed and bonded.
4. A personal guarantee must be signed by all principals of a partnership, LLC., corporation or sole proprietorship.
5. Limits may be set on the account, however, if credit is extended in excess of the limit, the applicant and guarantors will be bound to pay the full amount.
6. Each invoice must show the legal description where the material is to be used.
7. The entire unpaid account balance through the end of each calendar month shall fall due and owing on the end of the following month. Accounts are considered past due on the 1<sup>st</sup> of the calendar month, and are subject to a monthly service charge of 1% on the unpaid principal balance.
8. Accounts that aged because of customer error will normally be treated as late accounts. Consideration for extraordinary circumstances will be given by the Credit Department.
9. Disputes should be promptly referred to the Credit Department where they will be resolved as soon as possible.
10. An account that is (30) thirty days past due is considered in default and at ABI's discretion, the account will be closed to further charges until the balance has been paid in full. ABI will execute its lien rights on any past due account, will seek recovery from guarantors, will institute collection procedures, and will exercise any other rights it may have under law or contract to secure payment of the past due account. If a lawsuit is filed, ABI shall be entitled to recover all attorneys' fees and costs incurred by ABI.
11. A person having taken Bankruptcy will be denied credit unless extenuating circumstances existed at the time.
12. ABI MAKES NO EXPRESS OR IMPLIED WARRANTY ON GOODS OR MATERIALS PURCHASED ON THE ACCOUNT AND EXPRESSLY DISCLAIMS EACH AND EVERY IMPLIED WARRANTY OR MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE WHICH MIGHT OTHERWISE BE IMPLIED IN LAW WITH RESPECT TO THE SALE OF SUCH GOODS OR MATERIALS. THERE ARE NO WARRANTIES, WHICH EXTEND BEYOND THE DESCRIPTION CONTAINED IN THIS INSTRUMENT. THE BUYER ACCEPTS THAT MATERIALS DELIVERED BY ABI ARE "AS-IS".
13. DUE TO UNKNOWN USE, APPLICATION AND ULTIMATE DESTINATION OF ALL SUCH GOODS AND MATERIALS, AND THE DIFFICULTIES OF PROVING ANY LOSSES AND DAMAGES WHICH MAY RESULT IF SUCH GOODS OR MATERIAL PROVE TO BE DEFECTIVE IN ANY WAY, THE DAMAGES WHICH THE PURCHASER OR HIS/HER AGENT MAY RECOVER FROM ABI FOR ANY DEFECT IN SUCH GOODS OR MATERIALS SHALL BE LIMITED TO THE PURCHASE PRICE OF THE DEFECTIVE GOODS AND MATERIALS. IN NO EVENT SHALL ABI BE LIABLE FOR ANY OTHER DIRECT, INDIRECT OR CONSEQUENTIAL DAMAGES, ECONOMIC, COMMERCIAL OR OTHERWISE.

**\*\*RETAIN CREDIT TERMS AND EXCLUSION OF WARRANTIES FOR YOUR RECORDS\*\***