



LA Ash Products and Services, L.L.C.

PO Box 1728  
Sulphur, LA 70664

Phone: 337-625-4260  
Fax: 337-625-4259

APPLICATION FOR CREDIT ACCOUNT

Please complete and return by fax or email to [khawkins@laash.net](mailto:khawkins@laash.net) within 5 days of receipt.

TO OBTAIN CREDIT FROM CREDITOR, CUSTOMER AGREES TO CREDITOR'S USUAL TERMS AND CONDITIONS AS PROMULGATED AND AMENDED BY CREDITOR FROM TIME TO TIME AND REPRESENTS AND STATES THE FOLLOWING, AND AUTHORIZES THE RELEASE OF ANY INFORMATION PERTAINING TO CUSTOMER'S FINANCIAL CONDITIONS FROM ANY THIRD PARTIES WHICH MAY VERIFY SAME:

Full Legal Name of Business: \_\_\_\_\_ Phone: \_\_\_\_\_  
Billing Address: \_\_\_\_\_ Fax: \_\_\_\_\_  
Accounts Payable Contact: \_\_\_\_\_ Physical Address: \_\_\_\_\_  
Controller: \_\_\_\_\_ Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_  
Number of Years in Business: \_\_\_\_\_ Credit Limit Requested: \_\_\_\_\_

LA Ash Products and Services, L.L.C. Terms are Net 30 days. LA Ash Products and Services, L.L.C. accepts these credit cards: VISA, AMERICAN EXPRESS, and MASTERCARD

Corporation  Individual  Partnership  Proprietorship  LLC  Other: \_\_\_\_\_

Tax Exempt:  YES  NO If tax exempt, please send exemption certificate with credit application  
City \_\_\_\_\_ Failure to do so will result in sales tax being charged.  
District \_\_\_\_\_ (Note whether location is inside or outside city limits)  
Parish / County \_\_\_\_\_ (If you know your tax rate please, provide this information)  
State \_\_\_\_\_

Direct Pay Permit Holder:  YES  NO If yes, please send copy of all direct pay permits.

D&B Number if Listed: \_\_\_\_\_

Principal Owners, Stockholders or Officers (please give name & title):  
\_\_\_\_\_  
\_\_\_\_\_

Trade References

Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Address: \_\_\_\_\_ Fax: \_\_\_\_\_  
City, State, Zip \_\_\_\_\_ Contact: \_\_\_\_\_

Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Address: \_\_\_\_\_ Fax: \_\_\_\_\_  
City, State, Zip \_\_\_\_\_ Contact: \_\_\_\_\_

Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Address: \_\_\_\_\_ Fax: \_\_\_\_\_  
City, State, Zip \_\_\_\_\_ Contact: \_\_\_\_\_

Bank Reference

Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Address: \_\_\_\_\_ Fax: \_\_\_\_\_  
City, State, Zip \_\_\_\_\_ Contact: \_\_\_\_\_

Initial \_\_\_\_\_



**GENERAL TERMS AND CONDITIONS OF QUOTATION/SALE**

*LA Ash Products and Services, L.L.C. hereinafter will be referred to as "LA Ash"*

**1. ACCEPTANCE**

- a) The price bid by LA Ash must be accepted by Purchaser by the expiration date.
- b) Notwithstanding anything in any purchase order, work order, notice to proceed, request or other document of Purchaser to the contrary (including, without limitation, purported waivers of rights and remedies or variations from the provisions of this contract), these terms shall supersede and control in all respects the contractual relationship between the parties hereto and their legal successors.

**2. TERMS OF PAYMENT**

- a) All orders C.O.D. unless other arrangements are made and confirmed in writing in advance.
- b) Receipt and application of funds shall constitute date of payment.
- c) Accounts for non C.O.D. sales shall become past due thirty (30) days after invoice date. At the option of LA Ash, past due accounts shall bear interest at the rate of eighteen percent (18%) per annum on the unpaid balance of past due accounts.
- d) Each shipment or delivery of material shall be treated as a separate and independent contract; but if Purchaser shall fail to fulfill the terms of payment under this, or any other contract, LA Ash, at its option, may cancel this contract, or defer further shipments, until payments shall have been made according to the terms and conditions hereof.
- e) If at any time the financial responsibility of the Purchaser becomes unsatisfactory to LA Ash, LA Ash may require payments in advance, or satisfactory security or guarantee that invoices will be paid when due. If the Purchaser fails to comply with the terms of payment or security requests, LA Ash may cancel the unfilled portion of the contract, without notice. No waiver of such rights shall be implied by any failure of LA Ash to exercise this option.
- f) In the event LA Ash deems it necessary to place this contract in the hands of an attorney for collection, or to file suit or a materialman's lien thereon, Purchaser shall be obligated for the payment of LA Ash's attorney's fees which are hereby fixed at 33% of the sum owing, with a minimum fee of \$500.00.

**3. PRICE**

- a) Unless otherwise stated, all processing, manufacturing, severance, gross receipts, use and/or sales taxes, either now in effect or becoming effective after date of this quotation, shall be added to the invoices and paid by the Purchaser, except when otherwise provided by law. For all tax exempt sales, the exemption certificate shall be attached and returned to LA Ash. Any increase in freight rates becoming effective after a quotation shall become an extra charge to Purchaser. Prices are quoted on truckload and/or carload quantities. Unless otherwise stated, it is understood that the prices quoted on materials are contingent on the sale of all quantities quoted.
- b) Prices quoted herein are based on LA Ash's present costs of material, and are subject to increase to reflect any change in those costs and/or labor costs. The price quoted will be increased by the amount of any such increases.
- c) Any taxes which are now, or may be, levied during the life of this contract, by the United States Government, or by any State or any political subdivision thereof, on the ash quoted herein, or its ingredients, or on the sale or purchase thereof, or on the incidental transportation charges, when the same are required to be paid by or collected by LA Ash, shall be added to the prices quoted herein.

**4. DELIVERY**

- a) Purchaser agrees to give LA Ash reasonable notice of the requested time and rate of deliveries under this contract. All deliveries will be made to the best of LA Ash's ability and dispatch, but no claims will be allowed because of delays in delivery.
- b) LA Ash has the right to refuse to make any delivery which it believes unsafe or impracticable by reason of any existing or threatened strike, lockout, boycott, picketing or other labor dispute.
- c) Purchaser agrees to provide suitable roadways or approaches to all points of delivery which are not upon paved streets. LA Ash reserves the right to discontinue delivery if the roadways or approaches are unsatisfactory to it. If Purchaser orders delivery beyond curb line, Purchaser assumes all liability for damage to sidewalks, driveways, or other property and agrees to indemnify LA Ash against all liability, loss and expense incurred by LA Ash as a result of such delivery, including damage to LA Ash's equipment and loss of time.
- d) Purchaser agrees to pay any and all costs for repairs, necessitated by damage to LA Ash's trucks and/or equipment resulting from any cause whatever during the process of delivery or unloading on or at the work site, other than negligence on the part of LA Ash's employee or mechanical failure of LA Ash's equipment.
- e) If there are repeated delays in unloading, LA Ash reserves the right to suspend delivery until conditions are corrected or, at LA Ash's option, to cancel this contract.
- f) LA Ash shall not be liable for any default or delay caused by any contingency beyond its control, or beyond the control of its supplier or any manufacturer with whom it contracts to cover this sale, or with the manufacturer which is to furnish these goods, which prevents or interferes with LA Ash making delivery, including war, restraints affecting shipping or credit, strike, lockout, accident, nonarrival or delay of steamer or carrier, floods, droughts, short or reduced supply of fuel, or of raw material, or excessive cost of production over contract basis, and any other contingency affecting LA Ash, or such suppliers or manufacturers, and as to manufacturer, for Supply or delivery to or from LA Ash; also, to *force majeure* conditions in the contract of any such supplier or manufacturers. LA Ash may, at its option, deliver ratably with reference to all its customers and, also its contracts with suppliers or manufacturers.
- g) Material ordered and delivered by mistake or in excess of requirements cannot be returned for credit.

#### 5. SPECIFICATIONS

- a) Material is guaranteed to meet the applicable written specifications agreed to in writing by LA Ash. LA Ash does not assume responsibility for any further guarantee unless made specifically in writing and attached to and made part of this contract.
- b) LA Ash has no control over the placing or handling of material after unloading and does not, therefore, guarantee the finished work in which it is used.
- c) LA Ash is not responsible for placement, storage, settling, consolidation, or protection of material after delivery to the Purchaser.
- d) Do not mix OPF products with any other chemicals or byproducts, including but not limited to Cement Kiln Dust (CKD), Portland cement or lime, due to certain chemical reactions and/or swell potentials.

#### 6. CLAIMS

If any claims shall arise with respect to defects or quality, or to any other matter, LA Ash shall not be liable unless Purchaser shall present its written claim to LA Ash within forty-eight (48) hours after delivery of any materials involved in such claim or, in the case of any other claim, within ten (10) days after delivery, and said failure to present any claim within the time fixed shall constitute a waiver of every such claim or claims, and LA Ash shall not be liable for any damages that may result from the use of the materials sold. In the event of a claim against LA Ash arising out of or relating to this agreement, LA Ash, at its option, may either (i) replace the materials, or (ii) refund the purchase price paid for the materials, or (iii) grant a reasonable allowance to Purchaser on account of such breach. The foregoing is LA Ash's only obligation and the Purchaser's exclusive remedy for any and all claims arising hereunder or related hereto whether such claims are based on a breach of contract, warranty, tort (including negligent and strict liability) or other theories. In no event shall Purchaser be entitled to incidental, consequential, contingent, negligent, or punitive damages resulting from breach of warranty, delay of performance, or any other default or any other claim arising from or relating to this

agreement or the materials provided by LA Ash. In no event shall the obligations or liability of LA Ash to Purchaser hereunder exceed the price of materials.

#### 7. NO WARRANTY

- a) Purchaser agrees that it has not been induced to enter into this agreement by any oral or written representation, guaranty or warranty made by LA Ash, its employees, agents or representatives other than as expressly set out in this Agreement.
- b) LA Ash makes no warranty of fitness for purchaser's particular use or purpose, nor any other warranties, express or implied. LA Ash expressly disclaims all oral warranties and all other warranties. LA Ash specifically, but not by way of limitation, does not warrant the accuracy or sufficiency of any advice or recommendations given to Purchaser in connection with the sale of material.

#### 8. GENERAL

- a) Prices and quantities are based on the measured tonnages at the time of loading.
- b) Purchaser shall have the right at Purchaser's expense to have a representative at LA Ash's loading plant to check the design, testing, inspection and loading of the materials covered by this contract. Purchaser shall assume the expense of the design, testing, and inspection of the product and its ingredients, except as Purchaser accepts such services as regularly furnished by LA Ash.
- c) **Any controversy arising out of this contract involving the quality of the materials sold (excluding a claim for the purchase price) shall be resolved by arbitration to be held in Lake Charles, Louisiana, unless the parties mutually agree to a different place. Arbitration shall be held in accordance with the construction rules then existing of the Association of Professional Arbitrators and Mediators (aopaam.com). The award of the arbitrators shall be final and binding on both parties, and judgment on the award rendered may be entered in any court having jurisdiction thereof. However, the requirement to arbitrate shall not prevent LA Ash from filing and enforcing a materialmen's lien and/or filing suit to collect payments.**
- d) No waiver of any condition of sale shall be implied from any failure by LA Ash to exercise same. This instrument supersedes all previous quotations or contracts on this sale. Sale and delivery of the listed materials is made subject solely to the terms and conditions herein stated.
- e) As to goods which are not manufactured or produced by LA Ash and as to goods and products which are only distributed by LA Ash, LA Ash gives no warranty, express or implied, as to merchantability, fitness for any particular purpose, productiveness, or any other matter. LA Ash shall be in no way responsible for their proper use and service, and the Purchaser hereby waives all rights of refusal and return of goods and further acknowledges that Purchaser is not relying on LA Ash's skill or judgment to select or furnish goods suitable for any particular purpose.
- f) This document, together with any additional writings signed by LA Ash, represents a final, complete and exclusive statement of the agreement between the Purchaser and LA Ash and may not be modified, supplemented, explained or waived by parol evidence, Purchaser's purchase order, a course of dealing, LA Ash's performance, or in any other way except in writing signed by an authorized representative of LA Ash. These terms are intended to cover all transactions between LA Ash and Purchaser hereunder, including the sale, transportation, use of materials, technical advice, services and all related matters. Any references by LA Ash to Purchaser's specifications and similar requirements are only to describe the materials covered hereby and no warranties or other terms therein shall have any force or effect. Catalogs, circulars and similar pamphlets of LA Ash are issued for general information purposes only and shall not be deemed to modify the provisions hereof.

#### 9. TRANSPORTATION

- a) Demurrage  
Pneumatics after 1 (one) hour unloading or End Dumps after ½ (one-half) hour unloading.  
\$75 per hour, billable @ ¼ (one-fourth) hour increments.

b) Diversion or Stop-Off Charges

Diversion = Carrier gets to consignee and consignee redirects him to another site.

Stop-Off Charge = Carrier gets to consignee and only partial product is unloaded; carrier is then directed to another site to unload balance of product.

\$35 per Diversion or Stop-Off, in addition to extra mileage incurred.

c) Canceled or Refused Loads

Purchaser will be billed full freight out and half freight back.

d) Equipment Ordered Not Used (EONU)

\$175 once carrier leaves terminal to load and load is canceled.

e) Stand-By Charge

\$75 per hour

f) Additional Hose Charge

\$25 additional charge for up to and including twenty foot increments.

The person executing this agreement has authority to bind the customer and is authorized by the customer to enter into the credit application terms and conditions.

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

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

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