



CREDIT APPLICATION

FULL LEGAL NAME OF CORPORATION
REGISTERED TRADE NAME (If different from Above)
ADDRESS
PROVINCE
POSTAL CODE
PHONE #
FAX #
TYPE OF BUSINESS
DATE OF INCORPORATION
CONTROLLER OR A/P CONTACT
PRESIDENT
E-INVOICE ENROLLMENT (MANDATORY) *E-MAIL:

*Note: It is the responsibility of the applicant to notify changes to e-mail addresses. Applicant is responsible for all balance on account.

AMOUNT OF CREDIT REQUIRED (MONTHLY) \$
BANK NAME
BANK PHONE #
BANK FAX #
BANK ACCOUNT #
BANK ADDRESS
BANK CONTACT

CREDIT REFERENCES - PRINCIPAL SUPPLIERS (must be unrelated)

Table with 4 columns: COMPANY NAME, ADDRESS, PHONE, FAX. Rows 1, 2, 3.

The following are the Terms and Conditions of Dealing of CRH Canada Group Inc., operating as Ash Grove ("Terms and Conditions") upon which CRH Canada Group Inc. is prepared to deal with the customer.

Invoices will be due at the gross amount and are payable regardless of any practice to the contrary, net 30 days from the date on the invoice of CRH Canada Group Inc. to the applicant.

The undersigned(s) authorizes CRH Canada Group Inc. to conduct or cause to be conducted a personal investigation (or corporate investigation in the case of a corporation), including obtaining at any time information from lenders, credit reporting agencies and credit references for the purpose of determining the creditworthiness of the undersigned(s) in connection with this application for credit and any renewal or extension of credit or investigation into maintaining, increasing or reducing credit.

Dated at (city) this the (day) of (month) 20

Ash Grove Sales rep. Contact

Office Use Only
Credit limit \$
Approved by:
MI

Authorized Signature
(I have authority to bind the corporation)
Please Print Name and Title

TERMS AND CONDITIONS OF DEALING OF CRH CANADA GROUP INC.

1. **DEFINED TERMS.** In this document:

- (a) **Advice** means any advice, opinion, assistance, representation or statement of any sort whatsoever, whether written or oral, technical or otherwise, pertaining to or concerning Product including, without limitation, its use, specifications, merchantability, fitness for any particular purpose, description, compatibility, durability, quality, suitability or condition. “Advice” also includes any of the foregoing whether provided by CRH Canada Group Inc. before, during or after a Transaction involving the Customer or Third Party.
- (b) **Customer** means any legal entity, person, corporation, partnership or trust that is involved in a Transaction with CRH Canada Group Inc. or who acquires, possess or obtains by any means, directly or indirectly, Product or Advice from CRH Canada Group Inc.
- (c) **CRH Canada Group Inc.** includes its divisions and its affiliates and subsidiaries as those terms are defined in the *Business Corporations Act* (Ontario), R.S.O. 1990, c. B.16.
- (d) **Notice** means when this document is mailed to, e-mailed to, faxed to or is otherwise provided to the Customer or a Third Party by any other means whatsoever. In the case of a Third Party, notice is provided by notifying such Third Party of the website of CRH Canada Group Inc. containing these Terms. Such notice is provided to a Third Party by placing the website address of CRH Canada Group Inc. on the packaging of the Product and by indicating that these Terms may be found on the website. Where the Product does not have packaging, notice can be provided by notifying the Third Party by any other means that these Terms are on the website of CRH Canada Group Inc.
- (e) **Product** means all goods now or in the future manufactured by or distributed by CRH Canada Group Inc. and includes personal property of any kind.
- (f) **Terms** means these Terms and Conditions of Dealing.
- (g) **Third Party** means any legal entity, person, corporation, partnership or trust who acquires, possesses or obtains by any means, directly or indirectly, Product or Advice from CRH Canada Group Inc. and includes handlers of the Product.
- (h) **Third Party Transactions** means any transfer of Product by any means, including through the marketplace, wherein a Third Party acquires title in, possession of, or the use of any Product whether in its original form or in modified form, including as a component.

- (i) **Transaction** means any transfer of Product to the Customer and includes any sale, barter, gift, trade, exchange or transfer of title to or transfer of possession of any Product, whether the Product is in its original form or in a modified form, including as a component.
2. **APPLICABILITY.** The Terms apply to all Transactions (including Third Party Transactions) involving or pertaining to Product of CRH Canada Group Inc. and such Terms govern the grounds upon which CRH Canada Group Inc. places Product into the marketplace. The Terms also apply to any Advice provided by CRH Canada Group Inc. to the Customer or a Third Party.
3. **ENTIRE AGREEMENT.** In the case of any Transaction, the Terms contain the full understanding, agreement and undertaking of CRH Canada Group Inc. The Terms supersede all other agreements, understandings or undertakings, written or oral, regarding the subject matter hereof including, without limitation, the terms of the Customer's order or purchase order. For greater certainty, there are no terms, conditions, covenants, warranties, representations (innocent, negligent or otherwise), Advice, understandings, discussions, duties, duties to warn, negotiations, collateral agreements, promises, trade customs, usage or dealings affecting or pertaining to the understanding, agreement or undertaking of CRH Canada Group Inc. other than as contained in the Terms. The Customer acknowledges that it is not relying on any terms, conditions, covenants, warranties, representations (innocent, negligent or otherwise), advice, understandings, promises, discussions, negotiations, collateral agreements, promises or trade customs, usage or dealings other than as contained in these Terms.
4. **NO SUBSEQUENT AGREEMENTS.** The Terms set out exclusively and completely the grounds upon which CRH Canada Group Inc. is prepared to enter into Transactions or provide Advice. Except as otherwise provided by written agreement accepted by CRH Canada Group Inc. (which agreement may only be signed by the president or senior vice-president on behalf of CRH Canada Group Inc.), the Terms exclusively and completely govern the Transaction and Advice and no subsequent dealings of any sort including, without limitation, any Advice or any orders or purchase orders from the customer or any other terms or conditions subsequently received from the customer, affect, alter, modify or amend the Terms herein or are binding upon CRH Canada Group Inc.
5. **ACCEPTANCE OF PRODUCT.** Acceptance or receipt of possession of the Product by the Customer or anyone on the Customer's behalf including any agent of the Customer or any carrier transporting Product to the Customer shall conclusively constitute acceptance of these Terms.

In the case of Customers who receive Notice of these Terms, such Terms are deemed to be accepted by such Customer in respect of that Transaction and any subsequent Transaction with CRH Canada Group Inc.

6. **RETURNS.** The Customer who accepts these Terms may return to CRH Canada Group Inc. any Product by providing written notice to CRH Canada Group Inc. within ten (10) days of receipt of the Product and, in addition, by providing the original receipt for the Transaction. Any claim with respect to the Product including, without limitation, claims for shortage of Product, will be deemed waived if CRH Canada Group Inc. is not notified in writing within ten (10) days of acceptance or receipt of the Product by the Customer (or anyone on the Customer's behalf including any agent of the Customer or any carrier transporting Product to a Customer). **The Customer's exclusive rights and remedies with respect to Product which is being returned hereunder and for which proper notice has been given are set forth in Article 15.**
7. **RISK OF LOSS.** Title to and all risk of loss (including injury or damages to the Product or to any other person or property) passes to the Customer upon receipt of possession of the Product by the Customer or anyone on the Customer's behalf including any agent of the Customer or any carrier transporting Product to the Customer. This Article also applies to partial shipments to the extent that there has been receipt or possession of part of the shipment by the Customer or anyone on the Customer's behalf including any agent of the Customer or any carrier transporting Product to the Customer.
8. **WEIGHT AND SHIPMENT.** Unless the Customer provides transportation or indicates shipping instructions when placing its order, CRH Canada Group Inc. shall, without liability, select the route and carrier by which shipment will be forwarded. Except as otherwise agreed in writing by the president or senior vice-president on behalf of CRH Canada Group Inc., transactions are F.O.B. point of shipment. Weight of product, as determined by CRH Canada Group Inc.'s scale and methods of measurement, shall conclusively govern. All costs, expense, taxes, levies and tolls of or concerning shipment shall be borne by the Customer including, without limitation, freight expense, standby or detention charges, unload charges, fleeting, local switching, demurrage, car service or destination, terminal and cleaning charges.
9. **TERMS OF PAYMENT.** **In all credit Transactions, invoices will be due at the gross amount (all costs, expenses, taxes, levies and tolls of any other sort whatsoever to be paid by the Customer) and are payable, regardless of any practice to the contrary, net 30 days from the date on the invoice of CRH Canada Group Inc. to the Customer.**

The covenant, obligation and liability of the Customer to pay CRH Canada Group Inc. is independent of all other provisions in these Terms and of any other covenants, obligations or liabilities, if any, of CRH Canada Group Inc. to the Customer. Payments to CRH Canada Group

Inc. of the invoiced amount or any balance thereof (plus interest and costs as set out in Article 10) are due without set-off (whether legal, equitable or statutory), abatement or deduction for any reason whatsoever. The Customer will not seek a stay of any claim, judgment, order or award for payment to CRH Canada Group Inc. for any reason whatsoever including, without limitation, pending the disposition of any claim, claim over or counterclaim by the Customer against CRH Canada Group Inc., or any other dispute.

10. **INTEREST AND COSTS.** Any amount unpaid when due (as set out in Article 9) will bear interest from the day immediately after the due date at the rate of 1% per month (12% per annum), both before and after judgment, such amounts to be paid regardless of any practice to the contrary. In addition to interest, the Customer will be liable to fully indemnify CRH Canada Group Inc. (by way of a debt or damages claim by CRH Canada Group Inc.) for all legal costs and disbursements (and G.S.T. on both) incurred by CRH Canada Group Inc. in enforcing these Terms, both before and after judgment (including on steps to execute on any award, order or judgment).
11. **ADDITIONAL TERMS OF PAYMENT.** If at any time the financial ability of the Customer becomes impaired or unsatisfactory, in the sole and unfettered discretion of CRH Canada Group Inc., then CRH Canada Group Inc. may require cash payment or satisfactory security in advance of shipment to or delivery to the Customer. CRH Canada Group Inc. may, without liability, withhold shipments or may stop shipments in transit, notwithstanding any agreements, statements, discussions or undertakings, promises or representations of any sort whatsoever to the contrary (whether such are before the Transaction, contemporaneous with the Transaction or subsequent to the Transaction), until cash or security satisfactory to CRH Canada Group Inc. is received or in place.
12. **SPECIAL ORDERS.** The Terms herein govern special orders unless otherwise agreed to in writing by the president or senior vice-president of CRH Canada Group Inc.
13. **SECURITY INTEREST.** Notwithstanding anything herein, CRH Canada Group Inc. shall have a security interest in and a vendor's lien over any Product transferred to the Customer under a Transaction until payment of all obligations and/or liability of the Customer to CRH Canada Group Inc. have been paid in full. CRH Canada Group Inc. may, as attorney for the Customer, execute any and all documentation necessary to perfect any security interest (or its equivalent), and CRH Canada Group Inc. may register such documentation.
14. **LIMITED WARRANTY.** The Product shall materially conform (for the respective types) in quality to one of the present specification of: (i) the ASTM or (ii) the Canadian Standards Association. Products other than cement shall contain the ingredients in the respective percentages set forth in the

then current material safety data sheet for such Product (available upon request from CRH Canada Group Inc.).

Except as set out in this article, there are no warranties or conditions whether express, implied, statutory or otherwise, in law or in equity, pertaining to the Product including, without limitation, its use, specifications, merchantability, fitness for any particular purpose, description, compatibility, durability, quality, suitability or condition, whether or not arising from a course of dealing or usage or trade.

CRH Canada Group Inc. and the Customer agree to exclude the application of the *United Nations Convention on Contracts for the International Sale of Goods* or any other international convention governing international sales of goods. Accordingly, the Terms shall not be subject to the *United Nations Convention on Contracts for the International Sale of Goods* or any other international convention governing international sales of goods, but rather the applicable law governing the Terms shall be determined by the provisions of Article 23 herein.

15. **LIMITATION OF REMEDIES.** The sole and exclusive remedy of the Customer against CRH Canada Group Inc. is governed by this article. This article applies whether such remedy is in contract, tort, equity (including extraordinary relief) or is statutory, and regardless of whether such remedy relates to or arises out of or is connected with or results from the use or misuse of a Product or any Advice, and regardless of whether the claim is based on the Terms or on any other grounds including any alleged term, condition, covenant, warranty, representation (whether innocent, negligent or otherwise), understanding, discussion, duty, duty to warn, negotiation, collateral agreement or promise, or from a course of dealing or usage or trade.

The sole and exclusive remedy of the Customer is that CRH Canada Group Inc. shall replace the Product with an equivalent amount of Product subject to the following. Such replacement Product shall be provided F.O.B. at a plant or terminal or facility of CRH Canada Group Inc.'s choosing. The basis upon which such replacement Product is provided to the Customer shall also be subject to the Terms herein. At the sole option of CRH Canada Group Inc., it may refund to the Customer the purchase price (or other consideration) provided for the Product.

No other remedy is available to the Customer including, but not limited to, direct, indirect, incidental or consequential damages, equitable relief (including extraordinary relief), lost profits, lost sales or revenues, punitive damages, injury to persons or property or any other losses, damages, expenses or outlays of any other sort whatsoever.

Without limiting the foregoing, it is acknowledged that CRH Canada Group Inc. has no control over the use of the Product and does not guarantee finished work. CRH Canada Group Inc. is not responsible for the Product including, without limitation, its condition after shipment to or delivery to the Customer or someone on the Customer's behalf including any agent of the Customer or any charter transporting product to the Customer.

16. **ADVICE.** From time to time CRH Canada Group Inc. may provide Advice to the Customer (or to others including Third Parties) including, without limitation, with respect to the Product. Such Advice is provided as a matter of goodwill and is expressly not intended to be relied upon the Customer (or others including Third Parties). Such Advice is not intended to and does not create any legal obligations on CRH Canada Group Inc., including any duty or duty to warn. Customers (and others including Third Parties) are hereby notified to retain their own expert advice. The Customer (or others including Third Parties) acknowledge and agree that any Advice provided by CRH Canada Group Inc. is given and accepted solely on the basis that it is at the Customer's risk (or the risk of others including Third Parties) and the Advice does not create or contain any warranty, representation or other legal, equitable or statutory obligation or liability and does not in any manner whatsoever affect, alter, modify or amend the limitations of liability herein. Any Advice provided by CRH Canada Group Inc. to the Customer (or any other person including Third Parties) shall not be provided to any other persons without the express prior written consent of the president or senior vice-president on behalf of CRH Canada Group Inc.
17. **HAZARDS AND PRECAUTIONARY PROCEDURES.** The Customer agrees that it will familiarise itself with all hazards and precautionary procedures with respect to the handling, transportation, use, specifications, merchantability, fitness for any particular purpose, description, compatibility, durability, quality, suitability or condition of the Product and will manage the Product accordingly.
18. **NOTICE TO OTHERS.** The Customer agrees that it will provide or make available to any Third Party the Terms herein and any other information (including safety information) provided by CRH Canada Group Inc. to the Customer with respect to the Product. The Customer agrees to indemnify CRH Canada Group Inc. for any and all claims or claims over made against CRH Canada Group Inc. by any Third Party who acquires or uses the Product through the Customer. Such indemnity includes any damages, costs or expenses, including all legal fees and disbursements and G.S.T. thereon, of CRH Canada Group Inc. in defending or dealing with the claim or claim over. The Customer also agrees that CRH Canada Group Inc. can claim on such indemnity from time-to-time while CRH Canada Group Inc. is defending or dealing with the claim or claim over.

19. **DUTIES AND TAXES.** All duties, taxes, tolls, levies of any governmental authority relating to or arising out of the Transaction (including delivery of the Product) are for the account of the Customer.
20. **THIRD PARTIES.** Third Parties are hereby notified that their rights, if any at all, against CRH Canada Group Inc. (and its past, present and future officers, directors, employees and agents) are restricted by these Terms. In particular, the Terms herein apply with equal force to a Third Party and, for this purpose, wherever the word “Customer” appears it shall, vis-à-vis a Third Party, be deemed to refer to such Third Party, whether or not the provision itself refers to a Third Party. To the extent that any Third Party has a claim of any nature against CRH Canada Group Inc., if any at all, such Third Party’s remedies are limited to those in Article 15 upon proper compliance with Article 6 (which, for this purpose, is modified, as appropriate, to apply to Third Parties). Third Parties are notified that any duty of care or duty to warn owed by CRH Canada Group Inc., if any at all, and foreseeability of loss or damage of any sort whatsoever, are circumscribed or eliminated by the Terms herein.
21. **AMENDMENT.** The Terms herein may only be affected, altered, modified or amended by a written agreement signed by the Customer or a person on the Customer’s behalf and by the president or senior vice-president on behalf of CRH Canada Group Inc. No one other than the president or senior vice-president of CRH Canada Group Inc. has authority to affect, alter, modify or amend the Terms.
22. **WAIVER.** No waiver of, acquiescence in, consent to or departure from the Terms shall be binding against CRH Canada Group Inc., unless the same is agreed to in writing and signed by the president or senior vice-president on behalf of CRH Canada Group Inc., and then such waiver, acquiescence, consent or departure shall be effective only in the specific instance and for the specific purpose for which it has been given.

No failure on the part of CRH Canada Group Inc. to exercise any right under these Terms, and no delay in exercising any right under these Terms, shall operate as a waiver of, acquiescence in, consent to or departure from such right. No single or partial exercise of any such right by CRH Canada Group Inc. shall preclude any other or further exercise of such right or the exercise of any other right.

23. **JURISDICTION.** These Terms shall be governed by, interpreted and enforced in accordance with the laws in force in the jurisdiction in which CRH Canada Group Inc.’s plant or terminal is located from which delivery or shipment is made and shall be treated in all respects as a contract governed by the laws of such jurisdiction. In all other instances, these Terms are governed by the laws of Ontario.

24. **ARBITRATION, JURY WAIVER AND CLASS PROCEEDINGS.** Save with respect to proceedings to enforce payment by CRH Canada Group Inc. under Articles 9 and 10, which proceedings may be brought by CRH Canada Group Inc. against the Customer in any court of competent jurisdiction, all other claims, counterclaims, claims over, disputes, differences or questions (hereinafter “Claims”) arising between or among or involving CRH Canada Group Inc. or the Customer or any Third Party shall be submitted to arbitration in the jurisdiction where CRH Canada Group Inc.’s plant or terminal is located from which delivery or shipment of the Product is made and, in all other instances, in Ontario. Such arbitration is to be governed by the *Arbitrations Act* (or equivalent) in effect in such jurisdiction and the arbitrator will determine the procedure for the arbitration. The arbitrator’s expenses are to be borne proportionately by CRH Canada Group Inc. and the other parties to the arbitration, subject to any discretion and jurisdiction of the arbitrator to award costs (including lawyer’s costs and disbursements) and expenses of the arbitration. The arbitration is a private arbitration. The result of the arbitration and evidence at the arbitration is to be kept confidential, save with respect to the enforcement of any award. In the event of any conflict between this arbitration provision and any statute pertaining to arbitration, the terms of this arbitration provision shall govern.

The Customer agrees and stipulates that it will not commence or participate in any class action either as a representative plaintiff or as a member of a plaintiff class. Further, the Customer will opt out of any class action, if the class involves, direct or indirectly, any Claims against CRH Canada Group Inc. The Customer further agrees and stipulates that no joinder or consolidation of Claims with any other persons is permitted without the written consent of CRH Canada Group Inc. which may be signed only by the president or senior vice-president on behalf of CRH Canada Group Inc. and further, that the discretion of CRH Canada Group Inc. to consent to a joinder or consolidation is unfettered.

In all events, CRH Canada Group Inc., the Customer and the Third Parties irrevocably waive any and all rights they have or may have to a trial by jury.

25. **FORCE MAJEURE AND ALLOCATION.** CRH Canada Group Inc. shall not be liable for any expense, loss or damage resulting from any delays in manufacturing, shipping or delivering Product caused by government and administrative actions, regulations, court orders or decrees, regulatory orders, rulings, acts of God, acts of war, terrorist acts, acts of public enemy, fire, strikes, lockouts, labour unrest, breakdowns, accidents, embargos, floods, catastrophe, epidemic, natural calamity (e.g. lightning, earthquake, tornado), inability to secure railcars, trucks, barges or other materials, delays in transportation, acts or omissions of

the Customer, or any other events or conditions beyond the reasonable control of CRH Canada Group Inc., whether similar or dissimilar to the above-mentioned acts or occurrences.

26. **SUCCESSORS AND ASSIGNS.** The Terms herein shall enure to the benefit of and be binding upon CRH Canada Group Inc., the Customer, the Third Parties and their respective successors (including by way of amalgamation or statutory arrangement), assigns, and heirs, executors and administrators.
27. **CAUTION.** Products of CRH Canada Group Inc. including, without limitation, cementing products, can be harmful. Cementing products can cause chemical burns when moist and may cause allergic skin reaction, respiratory tract irritation and other injuries. Avoid cloud dust formation. Avoid skin or eye contact and breathing dust. Wear protective equipment during handling. Products of CRH Canada Group Inc. and, without limiting the generality of the foregoing, cementing products, form an alkaline solution when mixed with water. **First Aid** - for eye contact, flush with running water for at least 15 minutes, call physician. For skin contact, flush with water for at least 15 minutes, while removing contaminated clothing. Apply a lanolin cream for mild irritation. Obtain medical attention if irritation persists. If ingested, do not induce vomiting. Have affected person drink plenty of water. Obtain medical attention immediately. Refer to material safety data sheet for further information.
28. **OFFICERS, DIRECTORS, ETC.** **The Customer acknowledges and conclusively stipulates that all of its dealings with CRH Canada Group Inc. including, without limitation, any Transaction and any Advice, are with CRH Canada Group Inc. as a corporate entity. The Customer will not claim and waives all Claims against present, past and future officers, directors, employees, agents and shareholders of CRH Canada Group Inc. The Customer further acknowledges and agrees that, should it pursue a Claim against such persons, CRH Canada Group Inc. may rely on this Article to stay and/or dismiss such Claim, and the Customer consents to such relief. In this article, "Claim" has the same meaning as in Article 24.**
29. **TERMINATION.** If the Customer fails to comply with the Terms, CRH Canada Group Inc. shall have the right, in addition to any other rights hereunder and/or at law or in equity, to terminate any unfilled or undelivered orders without any liability whatsoever.
30. **HEADINGS.** Headings in these Terms are for convenience only and do not affect the interpretation of the Terms or the scope of the Terms.
31. **EXECUTION.** These Terms herein are effective without any need for formal execution.