



Eastern Materials LLC

1250 Riverfront Center - Amsterdam, NY 12010

Consolidated Joint Application For Extension of Credit

The applicant understands and acknowledges that this application shall serve as a joint application for credit for which the applicant hereby makes application to each company listed as follows:

EASTERN MATERIALS LLC

REMIT TO:

Eastern Materials LLC
1250 Riverfront Center
Amsterdam, NY 12010

The information provided herein will be relied upon by the above supplier companies when granting credit for the purchase of material from any of the above suppliers. Applicant represents that the information contained herein is true and understands that Seller shall be relying on this information in arriving at a determination to extend credit. Seller expressly reserves the right to suspend credit at its sole discretion and without notice to purchaser.

Please complete all information.

APPLICANT INFORMATION

COMPANY NAME				
BILLING ADDRESS	CITY	STATE	ZIP	TELEPHONE # () -
PHYSICAL ADDRESS	CITY	STATE	ZIP	TELEPHONE # () -
TYPE OF BUSINESS	# OF EMPLOYEES	YEARS IN BUSINESS	ANNUAL SALES	<input type="checkbox"/> CORPORATION <input type="checkbox"/> SOLE PROPRIETORSHIP <input type="checkbox"/> PARTNERSHIP
NAME OF PRINCIPALS		TITLE	HOME ADDRESS	ZIP
1.				
HOME PHONE # () -	SOCIAL SECURITY #	DATE OF BIRTH	DRIVERS LICENSE #	
2.				
HOME PHONE # () -	SOCIAL SECURITY #	DATE OF BIRTH	DRIVERS LICENSE #	

AFFILIATED COMPANIES

BONDING COMPANY	CELL # () -	PAGER # () -
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Trade References (Accounts used within last year)

NAME	ADDRESS	ACCOUNT NUMBER	TELEPHONE #
1.			() -
2.			() -
3.			() -
4.			() -

BANK NAME	BRANCH LOCATION	ZIP	ACCOUNT NUMBER
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Please enclose latest Financial Statement if applicable.

AMOUNT OF CREDIT REQUESTED

\$

IT IS EXPRESSLY UNDERSTOOD THAT THE EXTENSION OF CREDIT FOR THE PURCHASE OF GOODS, IF GRANTED, WILL BE EXPRESSLY SUBJECT AND CONTINGENT TO THE TERMS AND CONDITIONS OF SALE PRINTED ON THE REVERSE SIDE OF THIS APPLICATION. I HEREBY CONSENT AND AUTHORIZE INVESTIGATIONS BY SELLER INTO THE BANKING AND TRADE REFERENCES LISTED HEREIN AND FURTHER CONSENT TO A BUSINESS AND/OR CONSUMER CREDIT SEARCH BY CREDIT AGENCIES OF SELLERS CHOICE.

DATE

CORP. SIGNATURE

TITLE

PERSONAL GUARANTY

I hereby personally guarantee as an officer and in an individual capacity any and all debt incurred as a result of the purchase of material from the selling companies by any agent, employee or representative of the applicant. I hereby agree to pay interest at 1.5% per month (18% per annum) on all outstanding invoices extending beyond 30 days from time of sale. I also agree to be responsible for payment of reasonable attorney fees equal to the sum of 33 1/3% of any delinquent indebtedness referred to an attorney for collection. I hereby consent and authorize investigation by Seller into the banking and trade references listed herein and further consent to a business and consumer credit search by credit agencies of Sellers choice.

NAME:

NAME:

INDIVIDUALLY AND AS GUARANTOR SIGNATURE
WITHOUT TITLE

INDIVIDUALLY AND AS GUARANTOR SIGNATURE
WITHOUT TITLE

TWO SIGNATURES REQUIRED FOR PARTNERSHIP

TERMS AND CONDITIONS OF SALE

- A. Applicant agrees to purchase material pursuant to those terms and conditions of the seller's proposal for the sale and furnishment of material which applicant hereby acknowledges as having been received, read and understood. All monetary payments made "on account" will be applied and signed to those invoices selected in the sole discretion of Seller. Any and all disputes arising out of the sale, delivery and/or placement of building materials between the parties shall be venued in the county which seller maintains a business office and shall be selected at seller's sole discretion. Quoted prices are based on deliveries between 7:00 a.m. and 4:00 p.m. on normal working days Monday through Friday. No deliveries will be made on Saturday or Sunday or the official holidays of our labor force.
- B. All product sales from listed companies and subsidiaries are FOB plant. It is understood and agreed upon that there shall be additional charges levied at the applicable plant rate for truck waiting time exceeding a time period of six minutes per yard for the discharge of building materials. Truck waiting time charges shall be levied at a rate of \$.80 per minute in excess of the above noted time. A short load truck charge shall be levied for all building materials loads under 7 yards in accordance with schedules provided and furnished the applicant. The cost of the above extra charges shall be subject to modification without notice at the sole discretion of seller.
- C. Purchaser acknowledges and accepts the assessments of additional charges for vehicular waiting time, applicable for delivery of product other than read-mix building materials, exceeding a five (5) minute delivery time period at the site of product discharge. Vehicular waiting time charges shall be assessed at a rate of \$.80 per minute beyond the established delivery time period. Additional and separate charges may be assessed for less than full vehicular loads. The cost of all additional charges shall be subject to modification without notice at the sole discretion of sellers.
- D. Terms and Conditions of Sale. Prices as quoted do not include state, county or city sales tax. All invoices are due net 30 days unless alternate arrangements are granted, in writing, by Seller; invoices remaining delinquent beyond 30 days shall bear a 1 1/2% monthly finance charge (18% per annum); Purchaser hereby accepts liability and responsibility for payment of reasonable attorneys fees, costs and expenses incurred by Seller in recovering any delinquent indebtedness referred to an attorney for recovery.
- E. Building materials are sold and shipped FOB plant. Seller is not liable for minor chips and cracks in building materials block, which may exist in a volume up to five to ten (5-10%) percent of the Block per pallet load. A pallet charge shall be assessed and shall be refundable in Seller's discretion and refundable only if such pallet is returned in an undamaged condition. **THERE IS ABSOLUTELY NO EXPRESS OR IMPLIED WARRANTY ON THE BUILDING MATERIALS PRODUCT AND THERE IS NO WARRANTY OF FITNESS FOR THE PARTICULAR PURPOSE EXTENDED TO THE BUILDING MATERIALS BLOCK PRODUCT.**
- F. **THERE IS ABSOLUTELY NO EXPRESS OR IMPLIED WARRANTY ON THE BUILDING MATERIALS PRODUCT AND THERE IS NO WARRANTY OF FITNESS FOR THE PARTICULAR PURPOSE EXTENDED TO THE BUILDING MATERIALS PRODUCT.**
- G. Seller shall not be held responsible for the slump, strength or quality of any building materials to which water or any other material has been added pursuant to purchaser's acts or requests. Seller does not guarantee the quality of the finished product since extraneous factors beyond its control impact upon the final product.
- H. Purchaser shall provide reasonable access to the discharge site for the seller's equipment. Any special equipment required to move seller's equipment while on the purchaser's job site will be the responsibility of purchaser subject to seller's approval as to equipment to be utilized. When deliveries are requested beyond the curb line the purchaser shall assume liability, included loss of time, for any damage, direct or indirect, resulting from the delivery.
- I. The purchaser must give the seller advance notice of the requested date and time of delivery of purchased product. The seller will not be held responsible for failure to make delivery due to circumstances beyond its control such as equipment failure, strikes, labor problems, accidents, lack of raw material, adverse weather, fire, flood, inaccessible site, or Acts of God.
- J. Purchaser is responsible for companies with all local, state and federal safety requirements. Purchaser shall fully indemnify seller from any violations of safety requirements, which results, directly or indirectly, from acts or omission of the purchaser or its agents, servants or employees. Purchaser hereby expressly agrees to hold harmless and fully indemnify Seller from any and all damages incurred by seller or purchaser as a result of the delivery of building materials for and on behalf of purchaser.
- K. Purchaser accepts payment liability for all material ordered, subsequently cancelled and which is unable to be resold for its commercial value in the ordinary course of business.
- L. Seller shall not be responsible for any resultant "dusting" of the in-place finished building materials due to environmental factors and additives which are beyond seller's control.
- M. The terms and conditions of your Credit Application shall wholly control the terms of product sale and shall not be superseded by any other preceding or subsequent agreement unless each such superseded term is expressly stated and agreed upon in writing signed by Seller. Seller will not accept terms of any Purchase Order which incorporate by reference terms and conditions of a separate and distinct agreement.
- N. All Specially manufactured material shall not be returnable. Quantities listed in Purchase Order shall be, considered a minimum order. Purchaser acknowledges and agrees that all presiding product quotations, oral or otherwise, shall be deemed to have incorporated the terms and conditions of sale set forth within this agreement.
- O. Under the, General Obligations Law, a penalty will, be imposed for all dishonored checks tendered to any of the above listed companies. A \$25.00 fee will be assessed for each returned check (General Obligations Law 5-328); in addition, if a customer fails to pay for a dishonored check after having been given proper notice, he may be sued for the value of the check plus double damages up to \$750.00 (General Obligations Law 11-104). A person who knowingly gives a bad check may be guilty of a Class B misdemeanor, which is punishable by fine and/or imprisonment (Penal Code 190.05). Depending upon the amount of the check, a person who commits the crime of issuing a bad check may be guilty of Petit or Grand Larceny, punishable by fine and/or imprisonment (Penal Code 155.05). In addition to these penalties imposed by law, individuals presenting bad checks will have their check cashing privileges revoked.
- P. Seller may adapt the terms and conditions of sale, with a letter to the applicant in their monthly invoice. From the time the invoice is sent out of the sellers corporate office, the applicant has 30 days to either continue using their account or to closed their account. By charging to the applicants account, the applicant has accepted the change in the terms and conditions of sale.
- Q. Applicant agrees to purchase material pursuant to the above terms and conditions of the seller's proposal for the sale of building materials this account can also be used in conjunction with our affiliated companies.