



CREDIT APPLICATION

DATE:	TOTAL PAGES: 1 of 5
TO:	FROM: Debbie, Credit Manager
COMPANY:	COMPANY: Atlantic Concrete Products
PHONE#:	PHONE#: 215-945-5600 ext 104
FAX#:	FAX#: 215-946-3102

Thank you for your interest in establishing credit with Atlantic Concrete Products for your supplier of manholes, catch basins, headwalls, vaults, box culverts, utility boxes, and other concrete related products.

To process your application quickly, please make sure that **ALL** your information is filled out completely. Any incomplete credit applications will be returned. This will delay the processing of your application.

The credit process usually takes up to 2 weeks. This depends on how quickly your references get back to us. NOTE: All accounts not established prior to ship date will be subject to ship C.O.D.

Please make sure of the following:

1. You attach copies of the payment bonds.
2. You attach any Tax Exempt Certificates that apply.
3. Completed and Signed Credit Application.
4. Completed and Signed Terms and Conditions.

Upon successful review of your credit references we will be happy to extend Net 30 day credit terms. You will be notified in writing of the credit approval/disapproval.

Our corporate policy requires us to have an updated credit application every 2 years.

If you should have any questions please give me a call at 215-945-5600 ext. 104 or you can email me at dpurzycki@atlanticconcrete.com.

Thank you in advanced for your cooperation.

Sincerely,

Debbie Purzycki
Credit Manager





CREDIT APPLICATION

Date of Application: _____

NAME OF APPLICANT: _____
 (As it appears for tax purposes)

ADDRESS INFORMATION

COMPANY'S BILLING ADDRESS: _____ **COMPANY'S PHYSICAL STREET ADDRESS (NO PO Box's)** _____
 Street: _____ Street: _____
 City: _____ State: _____ Zip _____ City: _____ State: _____ Zip _____
 Phone: _____ Fax: _____
 Company's Web Site: _____

BUSINESS INFORMATION

TYPE OF OWNERSHIP: _____ Personal Guarantee Required If Partnership, Proprietorship or LLC
 Corporation; State And Year Of Incorporation: _____ **Partnership** **Proprietorship** **LLC**
 Year Business Was Established _____ **Tax Status:** Taxable Exempt Certificate #: _____ (Please Attach)
 Credit Amount Requested: _____ Annual Sales: _____ Federal ID# _____
 Have You Ever Filed Bankruptcy Yes No Year Filed: _____
 Has A Tax Lien or Civil Suit Been Filed Against Applicant/Principal Within The Past 6 Years? Yes No (If yes, please explain)
 Have You Ever Applied For Credit With Us Before Yes No When And Under What Name _____
 Do You Have Any Affiliated Businesses? Yes No If Yes, Name Each Of Them: _____
 Building: OWN _____ RENT _____ Mortgage Held By: _____

CORPORATION

President: _____ SS #: _____ Home Phone #: _____
 Home Address: _____
 Email Address: _____ Cell Phone # _____
Vice President: _____ SS #: _____ Home Phone #: _____
 Home Address: _____
 Email Address: _____ Cell Phone # _____
Treasurer: _____ SS #: _____ Home Phone #: _____
 Home Address: _____
 Email Address: _____ Cell Phone # _____
Accounts Payable: _____ **Accounts Payable Email Address:** _____

INDIVIDUAL OWNERSHIP/PARTNERSHIP

Name: _____ SS #: _____ Home Phone #: _____
 Home Address: _____
 Email Address: _____ Cell Phone # _____
Name: _____ SS #: _____ Home Phone #: _____
 Home Address: _____
 Email Address: _____ Cell Phone # _____
Name: _____ SS #: _____ Home Phone #: _____
 Home Address: _____
 Email Address: _____ Home Phone # _____



BANK REFERENCES

Bank Name: _____ Branch & Phone # _____
Bank Account #: _____ Name of Officer: _____

BONDING INFORMATION (Please attach a copy of the bond)

Bonding Company: _____ Phone #: _____
Address: _____
Bonding Company's Agent: _____ Phone #: _____
Address: _____

CREDIT REFERENCES (FIVE REQUIRED) Must have phone & fax numbers completed or it will be returned

Preferably in Manholes, Pipe, Redi-Mix, Stone and Gravel, or Castings. Please use other references if you don't have five in these fields.

Name: _____ **Phone#:** _____
Address: _____ **Fax #:** _____
Name: _____ **Phone#:** _____
Address: _____ **Fax #:** _____
Name: _____ **Phone#:** _____
Address: _____ **Fax #:** _____
Name: _____ **Phone#:** _____
Address: _____ **Fax #:** _____
Name: _____ **Phone#:** _____
Address: _____ **Fax #:** _____

Applicant authorized Atlantic Concrete Products and/or its credit investigation agency to contact and receive information from the provided references regarding applicant's business background, reputation, personal character and credit worthiness. Applicant represents and warrants to Atlantic Concrete Products that all statements made in this application are true and correct.

The undersigned individuals/s who are principal/s of the credit applicant, recognize that their individual credit history may be a factor in the evaluation of this credit application, and hereby consent to and authorize the use of a consumer credit report, as needed, in the credit evaluation process of this credit grantor.

IF INDIVIDUAL OR PARTNERSHIP SIGN HERE:

IF APPLICANT IS A CORPORATION SIGN HERE:

Print Name

Print Name of Applicant (Must be officer of the Company)

Signature Date

Signature (Must be officer of the Company) Date

Signature Date

Title



TERMS AND CONDITIONS

The following Standard Terms and Conditions of Sale are an integral part of ATLANTIC CONCRETE PRODUCTS, INC. (hereinafter "SELLER"). The Standard Terms and Conditions of Sale shall apply to all sales by SELLER unless alternate terms are enumerated in writing and specifically acknowledged as superseding SELLER's Standard Terms and Conditions of Sale and approved by both SELLER and the PURCHASER in writing.

1. This proposal is subject to the terms and conditions stated herein, and upon acceptance of this proposal, the entirety of these terms and conditions shall become part of the Purchase Order CONTRACT between SELLER and the PURCHASER. PURCHASER certifies that it has examined, and is fully familiar with all terms and conditions of this CONTRACT, and the PURCHASER enters into this CONTRACT with full knowledge of said terms and conditions. The CONTRACT also expressly incorporates by this reference the Credit Application, if any, executed by PURCHASER and SELLER associated with SELLER's grant of credit to PURCHASER.
2. **Payment Terms:** Unless otherwise specified and subject to PURCHASER's credit approval, payment for materials furnished or installed under this CONTRACT is due thirty (30) days after their receipt by PURCHASER, without any retention. If PURCHASER fails to make payment within thirty (60) days, interest will accrue on the unpaid balance at 1.5% per month compounded monthly. A 4.4% discount after the deduction of sales tax if paid by the 10th of the following month. SELLER reserves the right to cancel future deliveries on invoices after 90 day.
3. **Material Delivery:** Delivery receipt, when signed by purchaser, shall be deemed all material received and in good condition. Delivery of product to PURCHASER may be made without obtaining signatures upon delivery. PURCHASER agrees to provide suitable access for SELLER's delivery trucks. Standby time in excess of one (2) hour from the time of arrival of SELLER's trucks at the designated point will be charged to the account of the PURCHASER. Unless otherwise noted, priced apply F.O.B. job site in minimum 19 tons. Freight Charges on all loads less than 38,000 lbs. All orders subject to approval at corporate headquarters.
4. **Risk And Loss:** When materials are specified to be sold F.O.B. Plant, delivery of said materials shall be accomplished at SELLER's plant, and PURCHASER shall bear all risks of loss, damage, injury or liability associated with transportation and placement of said materials. When materials are specified to be sold F.O.B. Job Site, delivery of said materials shall be accomplished at the job site, and PURCHASER bears all risk of loss or damage to said materials once delivery is accomplished by SELLER.
5. **Collection and Attorney's Fees:** If this account is given to a collection agency, or attorney for collection, the PURCHASER agrees to pay all costs resulting therefrom, including without limitation collection agency fees, attorney's fees, court costs and post judgment interest until the debt is paid.
6. **Submittal Approval:** Unless otherwise stated, the materials sold under this CONTRACT are pre-engineered products which are manufactured in accordance with standard catalog data, and were not intended for unusual or specific application. In the event that the PURCHASER requires specially engineered materials, production of the said materials shall be accomplished in accordance with approved shop drawings signed by PURCHASER. SELLER has no obligation to procure materials or fabricate products for SELLER until shop drawing is approved in writing.
7. **Surcharges:** PURCHASER agrees to pay all Fuel surcharge applied to all invoices due to fluctuating fuel costs.
8. **Safety:** PURCHASER agrees to provide a safe delivery site and comply with all Federal, state and local safety requirements. PURCHASER further agrees to hold SELLER harmless and to defend any and all actions, claims, suits or proceedings that may subject SELLER to liability due to PURCHASER's failures to properly handle the product or provide a safe delivery site.
9. **Notice Regarding Defective Materials:** Should the materials delivered hereunder not conform with the requirements of this CONTRACT, or be otherwise defective, PURCHASER shall provide written notice to SELLER within Seventy-two (72) hours of PURCHASER's initial knowledge of said defect. If PURCHASER fails to provide said written notice within this period, PURCHASER agrees to waive and relinquish all claims for replacement and repair of said defective materials. In the event that said materials fail to comply with the requirements of this CONTRACT, and PURCHASER provides timely written notice, SELLER will repair or replace the defective materials with conforming goods within a reasonable period of time. In the event that SELLER fails to adequately repair or replace said materials, PURCHASER's sole and exclusive remedy shall be the replacement or repair costs of said defective materials, but not any delays, disruption or other impact damages.
10. **No Damages for Delay:** PURCHASER agrees that in further consideration of the compensation set forth herein, SELLER will not be liable absent any actual fraud or intentional tortuous conduct, for any damages or costs incurred by PURCHASER due to delays in the approval, delivery and/or installation of said materials.
11. **Compliance With Law:** PURCHASER agrees to comply with all Federal, state and local laws, codes, regulations and ordinances in effect where the work is to be performed; and to pay all fees, licenses and taxes, including sales and use taxes and inspection costs unless otherwise specified in writing.
12. **Qualified Acceptance:** This proposal must be accepted on its exact terms. If additional or different terms are proposed by PURCHASER, its response shall constitute a counter-offer and no CONTRACT shall come into existence without SELLER's written assent to the counter-offer terms.
13. **Increase/Decrease in Credit Limit/Termination of Credit:** SELLER may, in its sole discretion and at any time, increase or decrease PURCHASER's credit limit.
14. **Cancellation:** Orders for special sizes or shapes are not cancelable by PURCHASER in whole or in part for material in process of manufacture or completed.
15. **Material Returned:** If PURCHASER returns material, the SELLER will evaluate the material to determine if credit is due minus returned freight charges and disposal fees.
16. **Return Check Fee:** There will be a \$40 return check fee added to your account.

It is my intention upon opening this account and signing this application that all invoices will be paid in full according to these credit terms. I, the undersigned, certify that the information given on this application is true and correct to the best of my/our knowledge at the time this application was signed and intends to be legally bound by, the terms and conditions. A facsimile or copy of this document and signature may be considered the same as if it were the original. The undersigned represents that he/she has the authority to enter into this agreement on behalf of the applicant.

It is our company policy that a new credit application be filled out once every two (2) years.

By: _____ Title: _____
Owner/Partner/Corporate Officer

(Print Name) Date _____



ATLANTIC CONCRETE PRODUCTS, INC. www.atlanticconcrete.com
P.O. Box 129 • Tullytown, PA 19007-0098 • Tel.(215) 945-5600 Fax (215) 946-3102

PERSONAL GUARANTEE

IN CONSIDERATION OF YOUR EXTENDING CREDIT AT MY/OUR REQUEST TO THE ABOVE NAMED APPLICANT. I/WE AS GUARANTOR(S) HEREBY JOINTLY AND SEVERALLY (IF THERE IS MORE THAN ONE GUARANTOR), PERSONALLY, UNCONDITIONALLY AND ABSOLUTELY GUARANTEE TO YOU THE PAYMENT OF ANY OBLIGATION OF THE ABOVE BUSINESS ENTITY WHENEVER THE APPLICANT SHALL FAIL TO PAY THE SAME. GUARANTOR AGREES TO PAY ALL COLLECTIONS COSTS ASSOCIATED WITH THE COLLECTION OF THIS DEBT AMOUNT INCLUDING REASONABLE ATTORNEY FEES. THIS GUARANTEE SHALL BE ENFORCEABLE BEFORE OR AFTER PROCEEDING AGAINST APPLICANT, OR SIMULTANEOUSLY HEREWITH AND WITHOUT RESORT TO ANY SECURITY. THIS GUARANTEE SHALL CONTINUE IN FORCE UNTIL NOTICE IN WRITING OF TERMINATION IS SENT TO ATLANTIC CONCRETE PRODUCTS INC. ATTN: CREDIT MANAGER BY REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED. GUARANTOR (S) AUTHORIZES THE CREDITOR TO UTILIZE CONSUMER CREDIT REPORTING AGENCIES TO PROVIDE REPORTS ON SAID INDIVIDUAL (S).

GUARANTOR'S PRINTED NAME: _____ DATE: _____

SIGNATURE: _____ SSN: _____

ADDRESS: _____

HOME PHONE: _____

CO-GUARANTOR'S PRINTED NAME: _____ DATE: _____

SIGNATURE: _____ SSN: _____

ADDRESS: _____

HOME PHONE: _____

Notary Public: _____

PLACE SEAL HERE:

Signature of notary

Commission Expires: _____

Commonwealth Or State Of: _____

County Of: _____

Subscribed and sworn to before me this _____ day of _____, 2006