



CREDIT APPLICATION

(This application must be completed in full, signed and returned before your request can be considered)

COMPANY NAME _____

PHYSICAL ADDRESS _____

MAILING ADDRESS _____

CITY _____ STATE _____ ZIP _____

PHONE (____) _____ FAX (____) _____ DATE ESTABLISHED _____

EMAIL _____ WEBSITE _____

OWNERSHIP: Corporation Partnership Sole Proprietorship LLC

FEDERAL TAX ID # _____ (If purchases are tax exempt, a properly completed certificate must be on file at Gernatt before purchase is made.)

PRINCIPAL OWNERSHIP:

NAME _____ ADDRESS _____ TITLE _____

NAME _____ ADDRESS _____ TITLE _____

FINANCIAL INSTITUTION:

NAME _____ CONTACT _____ PHONE (____) _____

VENDOR CREDIT REFERENCES: (Must provide at least three.) No financial institutions!! PHONE AND FAX NUMBER/OR EMAIL ADDRESS MUST BE FILLED IN FOR APPLICATION TO BE PROCESSED!

NAME _____ PHONE (____) _____

ADDRESS _____ FAX (____) _____

EMAIL _____

NAME _____ PHONE (____) _____

ADDRESS _____ FAX (____) _____

EMAIL _____

NAME _____ PHONE (____) _____

ADDRESS _____ FAX (____) _____

EMAIL _____

AUTHORIZATION: I/we hereby authorize Gernatt Asphalt Products to contact the above references and to obtain from the listed companies such account information that may be necessary to assess creditworthiness.

Signature _____

Date _____

Print Name _____

Title _____

COMMERCIAL CREDIT REFERENCES (CONT'D.)

GERNATT TERMS AND CONDITIONS OF SALE

1. All orders are accepted subject to prevailing state and local taxes.
2. Receipt of product by or on behalf of the purchaser shall be deemed to constitute acceptance by the purchaser of the product and sale in accordance with the terms set out in this agreement.
3. No product may be returned for credit except with the written consent of the seller, whether such materials were ordered in excess of the purchaser's requirement, by mistake or otherwise.
4. All accounts are payable within thirty (30) days from the date of the invoice. After 30 days a finance charge will be assessed at 1½% per month calculated monthly on the balance owing at the beginning of the period. In default of payment of any part of money due under this account, the whole amount remaining unpaid shall, at the option of the seller, immediately become due and payable.
5. Excessive delays incurred on delivery will be billed to the purchaser at rates in effect at the time of delivery.
6. Title and ownership of the product shall not pass to the purchaser until the entire amount owing, including finance charges, is paid in full.
7. **All accounts must be paid for with cash or check – no credit card payments will be accepted!**

GERNATT CHARGE ACCOUNT AGREEMENT

For value received, and as a direct inducement to Gernatt Asphalt Products, Inc., Dan Gernatt Gravel Products, Inc. or Country Side Sand & Gravel, Inc. (Gernatt) to extend credit to

_____ (the "Company") pursuant to the Terms and Conditions set forth above, each of the undersigned do hereby, jointly and severally, unconditionally and irrevocably, guarantee the payment of any and all indebtedness incurred on the aforesaid charge account and payment of all accrued and unpaid finance charges due thereon, and the payment of all costs and expenses (including reasonable legal expenses) paid or incurred by Gernatt in endeavoring to collect upon said indebtedness, or any part thereof, and enforcing this guarantee.

GOVERNING LAW: This agreement shall be governed by, construed and enforced in accordance with the laws of the State of New York without regard to the conflict of laws principles thereof.

JURISDICTION: Parties agree that personal jurisdiction shall exist in the State of New York and that the State of New York shall have subject-matter jurisdiction over any issues arising from interpretation or enforcement of this agreement. Any lawsuits arising out of this Agreement shall be brought in Erie County, New York.

Accepted by: _____ Company Name _____

Signature _____ Date _____

Print Name _____

Signature _____ Date _____

Print Name _____

GERNATT CHARGE ACCOUNT AGREEMENT (CONT'D.)

AUTHORIZATION TO RELEASE INFORMATION

BANK NAME _____

BANK ADDRESS _____

CONTACT _____

PHONE (____) _____ **FAX** (____) _____

I/WE hereby authorize the above-named bank to release any and all information requested by Gernatt Asphalt Products, Inc. and/or Dan Gernatt Gravel Products, Inc. relative to my/our checking and savings accounts and loan experience for the purpose of granting credit to the account named below.

BUSINESS NAME _____

BUSINESS ADDRESS _____

AUTHORIZED SIGNATURE _____

TITLE _____ **DATE** _____

Please return application via email to aluce@gernatt.com fax to 716-532-9000 or mail to the address below.

GERNATT ASPHALT PRODUCTS, INC., 13870 TAYLOR HOLLOW RD., COLLINS, NY 14034

Phone: 716-532-3371