

**CREDIT APPLICATION - PURCHASE AGREEMENT**

EACH LINE OF THIS APPLICATION MUST BE COMPLETELY FILLED OUT AND SIGNED BY AN OFFICER OR AUTHORIZED REPRESENTATIVE OF THE APPLICANT. THE FAILURE TO PROVIDE COMPLETE ANSWERS TO ALL QUESTIONS MAY DELAY A DECISION ON THIS APPLICATION.

THE FOLLOWING INFORMATION IS SUBMITTED TO EACH OF THE FOLLOWING COMPANIES / ENTITIES: PENN JERSEY BUILDING MATERIALS CO., INC., PENNSYLVANIA JERSEY CONCRETE PRODUCTS, INC., AND TUCKAHOE SAND & GRAVEL CO., INC. (EACH AND COLLECTIVELY REFERRED TO AS THE "COMPANY". THE UNDERSIGNED REPRESENTS THAT THE FOLLOWING INFORMATION IS TRUE AND ACCURATE, TO BE RELIED UPON BY THE COMPANY AS A BASIS FOR THE EXTENSION OF CREDIT:

**PLEASE DO NOT WRITE "SEE ATTACHED" ON THIS FORM**

1. APPLICANT'S COMPLETE NAME (AS IT APPEARS ON YOUR FEDERAL TAX RETURN):

\_\_\_\_\_

2. APPLICANT'S BUSINESS ADDRESS AND TELEPHONE NUMBER(S):

STREET \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

TELEPHONE # ( ) \_\_\_\_\_ - \_\_\_\_\_ FAX# ( ) \_\_\_\_\_ - \_\_\_\_\_

E-MAIL ADDRESS \_\_\_\_\_

3. TYPE OF BUSINESS ENTITY:

( ) SOLE PROPRIETORSHIP                      ( ) PARTNERSHIP                      ( ) CORPORATION  
( ) LIMITED LIABILITY COMPANY              ( ) OTHER \_\_\_\_\_

4. IF APPLICANT IS A CORPORATION OR LIMITED LIABILITY COMPANY, SET FORTH THE STATE OF FORMATION:

\_\_\_\_\_

5. APPLICANT'S FEDERAL TAX IDENTIFICATION NUMBER: \_\_\_\_\_

6. IF APPLICANT IS A CORPORATION, LIMITED LIABILITY COMPANY OR PARTNERSHIP, IDENTIFY EACH SHAREHOLDER, MEMBER, OFFICER, PARTNER, AND PRINCIPAL OWNER OF APPLICANT:

<u>NAME</u>	<u>TITLE</u>	<u>STREET ADDRESS</u>	<u>CITY</u>	<u>STATE</u>	<u>ZIP</u>
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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. IF APPLICANT IS A SUBSIDIARY, IDENTIFY THE PARENT COMPANY AND HOME OFFICE:

\_\_\_\_\_

8. [CHECK ONE] APPLICANT IS **NOT** BONDED \_\_\_\_\_

\_\_\_\_\_ APPLICANT IS BONDED (IDENTIFY THE NAME AND ADDRESS OF BONDING COMPANY):

\_\_\_\_\_

9. APPLICANT'S BANK (IDENTIFY THE BANK IN WHICH APPLICANT'S MAIN OPERATING ACCOUNT IS HELD):

NAME OF BANK \_\_\_\_\_ BRANCH LOCATION \_\_\_\_\_

ACCOUNT # \_\_\_\_\_ CONTACT PERSON: \_\_\_\_\_ EMAIL: \_\_\_\_\_

10. CREDIT REFERENCES (APPLICANT IDENTIFIES THE FOLLOWING FIRMS / BUSINESSES WITH WHICH APPLICANT HAS ESTABLISHED CREDIT AND HEREBY GRANTS AUTHORIZATION TO MAKE INQUIRY OF THESE FIRMS AND BUSINESSES) - PLEASE INCLUDE FAX NUMBER AS MOST REFERENCES ARE DONE BY FAX:

<u>NAME</u>	<u>ADDRESS</u>	<u>CITY / STATE</u>	<u>TELEPHONE</u>	<u>FAX</u>
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\_\_\_\_\_ ( ) \_\_\_\_\_ - \_\_\_\_\_ ( ) \_\_\_\_\_ - \_\_\_\_\_

\_\_\_\_\_ ( ) \_\_\_\_\_ - \_\_\_\_\_ ( ) \_\_\_\_\_ - \_\_\_\_\_

\_\_\_\_\_ ( ) \_\_\_\_\_ - \_\_\_\_\_ ( ) \_\_\_\_\_ - \_\_\_\_\_

11. HAS APPLICANT OR ANY OF ITS OWNERS / PRINCIPALS EVER FILED FOR BANKRUPTCY? YES \_\_\_\_\_ NO \_\_\_\_\_

(IF YES, IDENTIFY: CHAPTER 7 \_\_\_\_\_; CHAPTER 11 \_\_\_\_\_; CHAPTER 13 \_\_\_\_\_; YEAR OF DISCHARGE \_\_\_\_\_ )

12. IF THE APPLICANT OPERATES OR TRADES AS AN INDIVIDUAL, PROPIERTORSHIP OR GENERAL PARTNERSHIP, PROVIDE FOR EACH SUCH OWNER:

(1) SOC. SEC # \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ HOME PHONE # ( ) \_\_\_\_\_ - \_\_\_\_\_  
RESIDENCE \_\_\_\_\_ OWN \_\_\_\_\_ RENT \_\_\_\_\_  
NAME AND LOCATION OF BANK \_\_\_\_\_ ACCT # \_\_\_\_\_

NAME OF SPOUSE \_\_\_\_\_  
(IF MARRIED, BOTH PARTIES MUST SIGN THIS APPLICATION SO THAT WE CAN COMPLETE A CREDIT SURVEY)

(2) SOC. SEC # \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ HOME PHONE # ( ) \_\_\_\_\_ - \_\_\_\_\_  
RESIDENCE \_\_\_\_\_ OWN \_\_\_\_\_ RENT \_\_\_\_\_  
NAME AND LOCATION OF BANK \_\_\_\_\_ ACCT # \_\_\_\_\_

NAME OF SPOUSE \_\_\_\_\_  
(IF MARRIED, BOTH PARTIES MUST SIGN THIS APPLICATION SO THAT WE CAN COMPLETE A CREDIT SURVEY)

**AUTHORIZATION - ACKNOWLEDGEMENT / AGREEMENT**

- A. The undersigned, both individually and as representative of the Applicant identified herein, hereby authorizes and unconditionally grants the Company permission to request, obtain and review a credit search / report from any service, organization, business, consumer reporting agency or entity which prepares such credit / search reports.
- B. Applicant (if an individual) and the undersigned represent that he / she is not presently in the military of the United States of America and is not now, and does not intend in the future to be, a member of the U.S. armed forces.
- C. Applicant and the undersigned agree that if credit is extended by the Company to Applicant, then the Applicant and the undersigned individually both collectively agree to be bound by, and make prompt and timely payment in full of all amounts due pursuant to, all invoices, purchase orders, delivery slips, bills and / or statments that relate to each purchase.
- D. Applicant agrees that if credit is extended by the Company to the Applicant, then any acceptance by the Company of an amount less than the full amount due under any given invoice, purchase order, delivery slip, bill and / or statement, or on any outstanding balances, shall NOT be deemed to be other than a payment "on account" of the full amount due. Applicant agrees that the Company shall have the right to apply any payment to any outstanding invoice or balance as the Company in its sole discretion may choose. No endorsement or statement on any check or correspondence accompanying any payment to the contrary shall have any force or effect and will NOT be deemed an accord or satisfaction.
- E. Applicant and the undersigned also agree that the Company may accept any check or payment by the Applicant without prejudice to the Company's right to recover the full amount and / or the remainder of any balance owed then in arrears and the Company may pursue any other remedy provided by law. No acceptance by the Company of any late or partial payment shall be deemed a waiver of any of Applicant and the undersigned's obligations.
- F. The Applicant and the undersigned hereby expressly consent and authorize the Company to verify the information and references set forth above and to inquire and explore any other sources of information available to the Company to determine the Applicant and the undersigned's credit worthiness, credit history and credit capacity. The Applicant and the undersigned acknowledge that the extension of credit shall be in the sole discretion of the Company and the Applicant and the undersigned authorize the Company, should the Company elect, to extend credit to the Applicant.
- G. If any provision of this Credit Application and Purchase Agreement is held to be illegal, void or unenforceable, the illegality or unenforceability of such provision shall have no effect upon, and shall not impair the legality or enforceability of, any other provision of this Agreement.
- H. This Credit Application and Purchase Agreement shall be construed in accordance with the laws of the State of New Jersey. In the event of a dispute arising under this Credit Application and Purchase Agreement, the Applicant and undersigned agree that the exclusive jurisdiction and venue in which the dispute shall be resolved is the Superior Court of New Jersey. The Applicant and undersigned waive the right to a jury trial for any claim filed in the Superior Court of New Jersey arising out of this Credit Application and Purchase Agreement.
- I. The undersigned, collectively as both an authorized representative of the Applicant and also personally and individually, hereby guarantees payment in full of all invoices, balances, purchases and amounts that at anytime are due and payable to the Company, and agrees that interest at a rate of 1 1/2 percent per month shall accrue on any outstanding balance that is due and owing past 30 days. Additionally, the undersigned, collectively as both an authorized representative of the Applicant and also personally and individually, agrees and acknowledges that the Company shall be entitled to collect attorney's fees in the amount of 20 percent of any balance due and owing, inclusive of any finance charges, in the event that the Company places the collection of the Applicant's account with an attorney for collection.

SIGNATURE(S): X \_\_\_\_\_ DATE: \_\_\_\_\_, 20 \_\_\_\_\_  
(AUTHORIZED REPRESENTATIVE OF APPLICANT AND INDIVIDUALLY)

PLEASE PRINT NAME OF SIGNOR: \_\_\_\_\_

TITLE OF SIGNOR: \_\_\_\_\_

SOC. SEC # OF SIGNOR: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Please email application to: [jparker@jeinj.com](mailto:jparker@jeinj.com)  
or fax: (609) 485-0350