

Salomone Bros. Inc.

17 Demarest Drive

Wayne, NJ. 07470

Phone: (973) 305-0022 Credit Dept Fax: (973) 406-2919

Application for Business Credit and Contract for Purchases on Credit Terms

The Creditors and Sellers hereunder shall be: Salomone Bros Inc.; Salomone Brothers of New York, Inc.; SBI Materials, LLC.; SBI Waste Removal Services, LLC.; Salomone Redi Mix, LLC.; Salomone Redi Mix of New York, LLC. All aforementioned shall hereinafter be defined for all legal purposes to be **"The Company"** for all commercial credit and contractual purchase terms and conditions agreed to herein.

COMPLETE LEGAL NAME FOR YOUR BUSINESS: _____

COMPLETE BILLING ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

PHYSICAL ADDRESS (IF DIFFERENT THAN MAILING ADDRESS) _____

CITY: _____ STATE: _____ ZIP CODE: _____

BUSINESS PHONE NUMBERS: _____ ; _____ FAX NUMBERS: _____ ; _____ A/P Contact: _____

DATE BUSINESS FORMED: _____ FEDERAL TAX ID #: _____ SALES TAX EXEMPT?: _____ (Include tax exempt certificate if YES)

TYPE OF BUSINESS (CIRCLE ONE): SOLE PROPRIETOR; PARTNERSHIP, CORPORATION, LIMITED LIABILITY COMPANY, LIMITED LIABILITY PARTNERSHIP, GOV'T AGENCY

STATE OF FORMATION: _____ TYPE OF WORK PERFORMED (CIRCLE ALL THAT APPLY) : RESIDENTIAL, COMMERCIAL, GOV'T, BUILDING, MANUFACTURING

ALL INDIVIDUAL OFFICERS/PARTNERS/LLC MEMBERS/SHAREHOLDERS APPLYING FOR CREDIT (INCLUDE COPY OF PHOTO ID FOR EACH):

1. NAME: _____ ADDRESS: _____

HOME AND CELL NUMBERS: _____ ; _____ DOB: _____ SS #: _____

2. NAME: _____ ADDRESS: _____

HOME AND CELL NUMBERS: _____ ; _____ DOB: _____ SS #: _____

3. NAME: _____ ADDRESS: _____

HOME AND CELL NUMBERS: _____ ; _____ DOB: _____ SS #: _____

4. NAME: _____ ADDRESS: _____

HOME AND CELL NUMBERS: _____ ; _____ DOB: _____ SS #: _____

THREE TRADE CREDIT REFERENCES (NO GENERAL OR SUBCONTRACTORS, FINANCE COMPANIES, OR INSURANCE COMPANIES)

1. COMPANY NAME: _____ PHONE NUMBER: _____

ADDRESS: _____ FAX NUMBER: _____

A/R CONTACT: _____

2. COMPANY NAME: _____ PHONE NUMBER: _____

ADDRESS: _____ FAX NUMBER: _____

A/R CONTACT: _____

3. COMPANY NAME: _____ PHONE NUMBER: _____
ADDRESS: _____ FAX NUMBER: _____
A/R CONTACT: _____

BANK REFERENCES

1. NAME OF BANK: _____ ACCOUNT NUMBER(S): _____
ADDRESS: _____
CONTACT NAME: _____ PHONE NUMBER: _____ FAX NUMBER: _____

STATEMENT OF TERMS – NO DELETIONS OR CHANGES

For consideration of the extension of credit to the business, the credit applicant(s) and buyers expressly agree as follows:

1. FULL PAYMENT TERMS: All payments are to be made on strict Full Net 30 days terms from the date of delivery and acceptance of the invoiced goods.
2. If at any time in the sole discretion of the seller, the financial responsibility of the buyer becomes unsatisfactory, then the seller shall require full payment to be made in advance or other satisfactory financial security to be deposited with the seller in order for the delivery of the goods to be made by this contract of sale.
3. All past due account balances not paid in full with good funds within the Full Payment Terms of Net 30 days from the date of delivery and acceptance of the invoiced goods shall have imposed upon the entire unpaid principal balance on and after the 31st day of delivery of the goods the accruing finance interest charge of 1.50% per month (annual finance interest percentage rate of 18%) through and until the date of full payment of the unpaid defaulted principal balance.
4. If in the event your unpaid defaulted account is referred to a bonded collection agency or attorney at law for collection, suit, judgment enforcement, or other legal proceeding handling, it is expressly understood and agreed the applicants(s) shall pay all associated collection agency or attorneys' fees incurred through any litigation.
5. You hereby expressly authorize credit reports on the applicants may be obtained by The Company and your account and credit history may be shared with any other creditors or businesses that may be making an inquiry or requests concerning your credit history, current account and credit status with The Company.

IN WITNESS WHEREOF, THE CREDIT APPLICANT(S) AND BUYERS BY THE DULY AUTHORIZED PERSONS EXECUTE THIS AGREEMENT:

AUTHORIZED SIGNATURE BY: _____ TITLE: _____ DATE: _____

PRINTED NAME OF SIGNER: _____

A valid and current Visa, Mastercard, American Express, or Discover credit card is required to open a commercial credit account with the creditor and seller. I hereby authorize The Company to charge my credit card for payment if payment terms defaulted.

Credit Card: _____ Credit Card #: _____ Security Code: _____

Authorized Signature of above and Print Name: _____

PERSONAL GUARANTEE OF PAYMENT BY INDIVIDUALS SIGNING BELOW BY ALL OFFICERS / MEMBERS / SHAREHOLDERS

Applicant(s) understand and agree that in consideration for the extension of credit to the applicant(s) by The Company, the undersigned individuals do hereby personally guarantee the payment continuously, irrevocably, and unconditionally of all unpaid defaulted principal balances, all accrued finance interest charges, and all of the agreed collection and legal fees thereon by the above terms.

GUARANTOR SIGN: _____ DATE: _____ GUARANTOR SIGN: _____ DATE: _____

PRINTED NAME: _____ PRINTED NAME: _____

GUARANTOR SIGN: _____ DATE: _____ GUARANTOR SIGN: _____ DATE: _____

PRINTED NAME: _____ PRINTED NAME: _____

Bank Release Form

Please complete and sign the following statement that we will send to your bank. Your permission is needed for your bank to release any information regarding your account.

I, _____, give _____

(Company Officer)

(Name of Bank)

permission to release account information to Salomone Bros Inc for the purpose of obtaining commercial credit.

Sincerely,

(Signature)

(Date)

(Printed Name)

(Title)

(Account Number)