

Commercial Credit Application

York Building Products Co., Inc. / York Building Products Co. LLC
(collectively referred to hereinafter as "York")
950 Smile Way, York, PA 17404



Online Application

APPLICANT'S GENERAL INFORMATION

Company Name _____ Date (mm/dd/yyyy) _____

Phone _____ Fax _____ Email _____

Address _____ City _____ State _____ Zip _____

Billing Address _____ City _____ State _____ Zip _____

Accounts Payable Contact _____ Phone _____ Fax _____

Type of Business: LLC _____ Sole Proprietor _____ Corporation _____ LP _____ Partnership _____

Number of Years in Business _____ Fed Tax Number _____

Principal's Name _____ Address _____

Phone _____ SS# _____

Principal's Name _____ Address _____

Phone _____ SS# _____

BANKING INFORMATION

Bank Name _____ Phone _____

Address _____ City _____ State _____ Zip _____

Type of Account:
Checking Account # _____ Savings Account # _____

Line of Credit Amount: \$ _____ Secured _____ Unsecured _____

To the Credit Department of our Bank: You are authorized to release all relevant information concerning our accounts to York Building Products Co.

Signature of Applicant _____ **Date** _____

Business References: Name & Address _____ Phone _____ Fax Number (required) _____

1. _____

2. _____

3. _____

4. _____

BONDING COMPANY INFORMATION

Name _____ Phone _____

Address _____ City _____ State _____ Zip _____

Have you ever filed for bankruptcy? _____ Yes _____ No If yes, when? _____

Credit Amount Requested _____ Are you tax exempt? _____ Yes _____ No *Please include form*

Notice under the Equal Credit Opportunity Act

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided that the applicant has the capacity to enter into a binding contract); Because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The Federal agency that administers compliance with this law concerning a creditor is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580.

YORK BUILDING PRODUCTS CO., INC./YORK BUILDING PRODUCTS CO. LLC
(collectively referred to hereinafter as "York")

Terms of Credit

In exchange for the extension of credit by York to Applicant, Applicant expressly agrees that all transactions between York and Applicant shall be governed exclusively by the following terms of credit. These terms may not be altered by the inclusion of con-tradictory language on applicant's purchase order.

1. Payment is required 30 days from the date of invoice. a monthly service charge of 1.5% will be added to all amounts not paid within 30 days of the date of invoice.
2. If an attorney is used to collect any amount due, either with or without suit, or if legal proceedings are taken for the collection of any amount due, applicant shall pay, in addition to the principal and interest owing, the costs of suit, and attorney fees in the amount of 20% of the amount due including interest.
3. Applicant agrees that any dispute, controversy, or claim arising in connection with the requested credit or in connection with any goods purchased by applicant from York shall be decided exclusively by and in the state or federal courts sitting in dauphin or York counties in the Commonwealth of Pennsylvania. for such purpose, applicant hereby submits to the personal jurisdiction of said courts, and waives any right to assert or move for transfer of venue to any court other than said Courts. all disputes shall be governed by and pursuant to Pennsylvania law. Applicant further agrees that any and all purchase orders submitted to York by Applicant shall be governed by this provision, regardless of the inclusion of any language to the contrary in such a purchase order, including but not limited to provisions concerning alternate venues or submission of disputes to alternative dispute reso-lution.
4. The applicant and the undersigned, whether or not signing in a representative capacity, warrant that the information con-tained in this application is true, complete and correct, and the undersigned have been duly authorized to execute this applica-tion.
5. It is further acknowledged and understood that the applicant has read and understands this application. it is also understood that no credit will be extended to applicant until this agreement is APPROVED BY the credit manager of York Building Products.
6. By my/our signature below, I/we authorize York to contact above credit references and /or obtain a credit report on me/us.
7. This application will not be approved without the signatures of all partners if applicant is a partnership, both husband and wife in the case of a sole proprietorship, and the president or vice president in the case of a corporation and the individuals exe-cuting this application warrant and represent that all required signatures have executed this application.
8. For the purpose of inducing York to extend credit to the applicant, the undersigned, whether or not signing in a representative capacity, hereby guarantees payment of all amounts due and owing by applicant to York, including costs and attorney fees described above. the undersigned waives demand, protest, notice of nonpayment, and suit against the applicant. This guaranty shall remain in full force and effect until written notice is received by certified mail that the undersigned revokes this guaranty.
9. The applicant hereby agrees and acknowledges that York may at any time, in York's sole discretion, file a ucc-1 financ-ing state-ment against any of applicant's personal property, including but not limited to all accounts (including but not limited to ac-counts receivable), equipment, accessions, fixtures, inventory, chattel paper, instruments, investment property, documents, let-ter-of-credit rights, deposit accounts and general intangibles. Further, applicant agrees that this credit application constitutes a "security agreement" within the meaning of the uniform commercial code in effect in the commonwealth of Pennsylvania as the same may be amended) and that by executing and delivering this credit application, applicant has granted to York, as security for the credit extended by York, a security interest in applicant's personal property.

I have read and agree to the above terms of credit.

(Must be signed by all principals of company.)

Company _____

Applicant _____ **Date** _____

Applicant _____ **Date** _____

Applicant _____ **Date** _____

Spouse Signature for Sole Proprietorship

**When complete,
fax or email to:**

STONE/SAND/GRAVEL PRODUCTS:

Tammy Kitzmiller (717.771.3581)
Fax: 717.848.5565
E: tkitzmiller@stewartcompanies.com

MASONRY/HARDSCAPE PRODUCTS:

Bonnie Patterson (717.771.3588)
Fax: 717.854.6107
E: bpatterson@stewartcompanies.com