

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 financin g 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@yorkbuilding.com

MASONRY/HARDSCAPE PRODUCTS:

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



950 Smile Way, York, PA 17404
P: 717.848.2831 | F: 717.848.5565

AGGREGATE DIVISION - TERMS AND CONDITIONS FORMING PART OF THIS PROPOSAL/ORDER

1. *Unless otherwise indicated on the face hereof, this Proposal is valid for a period of thirty (30) days from the date hereof and must be accepted in writing. All quoted prices are guaranteed for this thirty (30) day acceptance period, unless otherwise indicated.*
2. *The payment terms shall be as specified in the Proposal. Seller reserves the right to revise the payment and credit terms at any time at Seller's sole discretion, including but not limited to Seller electing to require C.O.D. or prepayment prior to the manufacture and/or initiation of an order.*
3. *Any request that goods be provided on an account basis are subject to approval of the seller's credit department and the execution of an Open Account Agreement and Guaranty. Said documents provide in part that a finance charge of 1-1/2% per month (18% per annum) be added to all items which are thirty (30) days old or older. Further, in the event that the purchaser fails to comply with the terms of the Open Account Agreement or Guaranty, the seller has the right, without notice, to suspend deliveries.*
4. *Prices may include delivery via dump truck rates, to include 15 minute unloading of aggregate products and 30 minutes for asphalt. Additional charges apply for time over these limits at an hourly rate. Please secure hourly rates prior to delivery, subject to change due to fuel rates.*
5. *Proposals are based on truck load lots. Charges for less than a truck load lot are available upon request.*
6. *The purchaser agrees to provide suitable access roadways or approaches to points of delivery other than on paved streets and the seller reserves the right to stop delivery if roadways or approaches are unsatisfactory to seller.*
7. *Where delivery is by common carrier (motor truck, rail or marine), purchaser is advised that current published tariffs have been used and if during term of contract any such tariffs are increased, such increases shall be paid by the purchaser.*
8. *In the event purchaser orders delivery beyond curb line, seller shall not assume liability for damages to sidewalks, driveways or other property and purchaser hereby agrees to indemnify and hold seller harmless against all liability, loss and expense including liability for property damages, personal injury and death, incurred as a result of such deliveries.*
9. *THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EITHER EXPRESSED OR IMPLIED, except as stated on the face hereof. Representations as to quality shall meet industry standards. The seller does not guarantee finished concrete work.*
10. *Purchaser agrees to indemnify and hold seller, its successors, assigns, officers, directors, and employees harmless against property damage and personal injury claims, including but not limited to any claim arising out of the delivery of materials to a location selected by the purchaser or any claim by third parties for any loss, injury or damage caused by or arising out of the possession or use of the materials purchased, including but not limited to costs of suit and reasonable attorney's fees.*
11. *Purchaser's refusal or inability to accept materials, when delivered according to prearranged scheduled, shall entitle seller to reimbursement for actual damages sustained, even if such refusal is due to circumstances beyond purchaser's control. Seller's breach of this contract shall not entitle purchaser to incidental or consequential damages.*
12. *Seller shall have no liability for an inability or failure to make deliveries as a result of fire, flood, strike, casualty, or other act of God beyond the control of the seller. Further, delivery lead times quoted by the seller are estimated times that are given at the time of the proposal. The seller's lead time at the time that the purchaser's acceptance/order placement may have changed and is subject to prior order demand.*
13. *The terms and conditions of this contract are severable. Should one provision be unenforceable, the remainder shall remain in full force and effect.*
14. *The terms of any document referred to herein or in any document issued or executed in the performance or furtherance of any*

accepted proposal including, but not limited to, any purchase order or like document from the purchaser are expressly excluded without the written consent of the seller.

15. *The terms of the Open Account Agreement and Guaranty are incorporated as if fully set forth herein.*
16. *Any taxes which the seller may be required to pay or collect, under any existing or future law, upon or with respect to the sale, purchase, delivery, storage, processing, extraction, use or consumption of any of the material covered by this quotation, including taxes upon or measured by the receipts from the sale thereof, shall be for the amount of the purchase, and purchaser shall promptly pay the amount thereof to the seller upon demand.*
17. *Any proposal/order pursuant to this quotation shall be subject to the terms and conditions herein contained or referred to in quotation and to no others whatsoever. No waiver, alteration or modification of the conditions herein contained shall be binding unless in writing and signed by an executive officer or authorized representative of the seller.*
18. *It is understood and agreed by the purchaser and seller those materials on this order verification constitute custom made products. The purchaser agrees to purchase all products in the above quantities indicated on this form and purchaser's purchase order. The purchaser agrees to have the above products shipped to the assigned shipping address as quickly as the project progresses. Seller serves the right to bill for all materials left in our yard when there is inactive shipping of at least thirty (30) days. If there is custom made product left at the end of the project, the customer has thirty (30) days to have the materials removed from our yard. Seller reserves the right to remove the product after those thirty (30) days.*
19. *Please return your signed order verification as soon as possible and send directions to your job site. Without your signed verification, this order will not be processed or put into production.*
20. *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, purchaser 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.*
21. *Purchaser agrees that any dispute, controversy, or claim arising between the parties shall be decided exclusively by and in the state or federal courts sitting in York County in the Commonwealth of Pennsylvania. For such purpose, purchaser 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. Purchaser further agrees that any and all purchase orders submitted to seller by purchaser shall be governed by and pursuant to Pennsylvania law. Purchaser further agrees that any and all purchase orders submitted to seller by purchaser 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 resolution.*
22. *Purchaser has the right to inspect material at shipping point and/or delivery point. Failure to inspect and/or reject material upon delivery constitutes acceptance of said material.*

Acknowledged and Accepted: _____
(Signature)

By (please print): _____

Company: _____

Date: _____

Note: Please return a signed copy to the Credit Department at York Building Products Company.



Crushed Stone • Sand & Gravel • Architectural Block • Concrete Block • Colored Mortar

E-Invoicing and Statements

In an effort to better serve your needs, we offer the option to have your invoices and statements electronically emailed to you. If you prefer to receive your invoices and statements this way, please complete the editable form below. You can then save this completed form to your PC and email it as an attachment to us, or simply print and fax it to 717.848.5565 (Aggregates) or 717.854.6107 (Masonry).

E-INVOICE / STATEMENT AUTHORIZATION

Account Name:

Phone:

Email: