



COMMERCIAL CREDIT APPLICATION

York Building Products Co., Inc./York Building Products Co. LLC
(collectively referred to hereinafter as "YBP")
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 _____ Federal Tax ID 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.

Terms of Credit

In exchange for the extension of credit by YBP to Applicant, Applicant expressly agrees that all transactions between YBP and Applicant shall be governed exclusively by the following Terms of Credit. These terms may not be altered by the inclusion of contradictory 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 YBP 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 YBP 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 resolution.
4. The Applicant and the undersigned, whether or not signing in a representative capacity, warrant that the information contained in this application is true, complete and correct, and the undersigned have been duly authorized to execute this application.
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 YBP.
6. By my/our signature below, I/we authorize YBP 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 executing this application warrant and represent that all required signatures have executed this application.
8. **For the purpose of inducing YBP 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 YBP, 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 YBP may at any time, in YBP's sole discretion, file a UCC-1 financing statement against any of Applicant's personal property, including but not limited to all accounts (including but not limited to accounts receivable), equipment, accessions, fixtures, inventory, chattel paper, instruments, investment property, documents, letter-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 YBP, as security for the credit extended by YBP, a security interest in Applicant's personal property.

10. IF THE COMPANY'S ACCOUNT IS PAST DUE OR THE COMPANY IS OTHERWISE IN DEFAULT OF ITS OBLIGATIONS TO YBP, THE COMPANY AND THE GUARANTORS OF THE COMPANY'S ACCOUNT AUTHORIZE ANY ATTORNEY TO APPEAR ON THE COMPANY AND ITS GUARANTOR'S BEHALF IN ONE MORE PROCEEDINGS IN ANY COURT HAVING JURISDICTION, OR BEFORE ANY CLERK, PROTHONOTARY, OR OTHER COURT OFFICIAL, AND CONFESS JUDGEMENT AGAINST THE COMPANY AND ITS GUARANTORS, WITHOUT HAVING PRIOR NOTICE OR OPPORTUNITY FOR PRIOR HEARING, FOR ANY AMOUNTS DUE YBP PLUS REASONABLE ATTORNEY FEES AND COSTS. TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, THE COMPANY AND GUARANTORS WAIVE: (A) ALL RIGHTS OF EXEMPTION, THE HOMESTEAD OR APPEAL; AND (B) ALL RIGHTS TO RELIEF FROM INQUISITION, LEVY, IMMEDIATE EXECUTION, OR OTHER POST-JUDGMENT REMEDIES AND ENFORCEMENT ACTIONS. YBP MAY CONFESS JUDGEMENT AGAINST THE COMPANY AND/OR THE GUARANTORS ON ONE OR MORE OCCASIONS, FROM TIME-TO-TIME, IN THE SAME OR DIFFERENT JURISDICTIONS. (Initial to acknowledge _____)

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

STONE/SAND/GRAVEL PRODUCTS:

MASONRY/HARDSCAPE PRODUCTS:

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

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

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