



If you wish to return via mail:
Credit & Collections
9 Entin Road Parsippany, NJ 07054
 (F)973.440.1645 (O)800.789.7625
 Email: TNYcredit@tilconny.com

APPLICATION FOR CREDIT

(retrieved via website)

NOTE: Failure to complete application completely & legibly will cause a delay in processing. Unsigned or altered applications will not be accepted.

Type of Account applying for: Business Personal

Name			
d/b/a			
Federal Tax ID No		DUNS No	
Physical Address			
Billing Address			
Date of Application		TNY Account Manager	

INDIVIDUALS, OWNERS, PARTNERS, MEMBERS, OR OFFICERS:

1	Name: _____	Title: _____
	Home Address: _____	Soc Sec No: _____
	City: _____ State: _____ Zip: _____	Personal Phone: _____
	Email: _____	No of Years assoc. w/company: _____
2	Name: _____	Title: _____
	Home Address: _____	Soc Sec No: _____
	City: _____ State: _____ Zip: _____	Personal Phone: _____
	Email: _____	No of Years assoc. w/company: _____
3	Name: _____	Title: _____
	Home Address: _____	Soc Sec No: _____
	City: _____ State: _____ Zip: _____	Personal Phone: _____
	Email: _____	No of Years assoc. w/company: _____

Corporate Parent's Name & Address

CRH OFFICE USE ONLY

APPLICATION REVIEWED BY

APPLICATION ACCEPTED AND APPROVED BY

INITIAL CREDIT LIMIT ESTABLISHED

POSITION OF APPROVER

DATE APPROVED

SUBSEQUENT ADJUSTMENTS TO CREDIT LIMIT

NEW CREDIT LIMIT

APPROVED

DATE

NEW CREDIT LIMIT

APPROVED

DATE

EMAIL Invoices <input type="radio"/> YES <input type="radio"/> NO "If" YES please provide email address Invoice Email Address _____ AP Contact: _____ Phone: (____)____-____ Fax: (____)____-____ AP Email: _____ Contractor's License No.: _____ State Sales Tax No: _____ City Sales Tax No: _____ <i>Please provide copies of Sales Tax Exemption Certificates/Permits</i> Type of Business: _____	Purchase Order Required? <input type="radio"/> Y <input type="radio"/> N	CREDIT LIMIT REQUESTED \$ _____ Financial Statements must accompany Credit Limit Requests greater than \$25,000 How long have you operated under this name?
	CHECK ONE: <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> L. L. C. <input type="checkbox"/> Other (explain)	
	<i>Please include Copies of organizational documents</i>	

BUSINESS REFERENCES

1	Present Material or Ready Mix Supplier Name: _____ Address: _____ City: _____ State: _____ Zip: _____	Phone: _____ Fax: _____ Contact: _____ Acct No: _____
2	Other Business Reference Name: _____ Address: _____ City: _____ State: _____ Zip: _____	Phone: _____ Fax: _____ Contact: _____ Acct No: _____
3	Other Business Reference Name: _____ Address: _____ City: _____ State: _____ Zip: _____	Phone: _____ Fax: _____ Contact: _____ Acct No: _____
4	Bank Reference Name: _____ Address: _____ City: _____ State: _____ Zip: _____	Phone: _____ Fax: _____ Contact: _____ Acct No: _____
5	Bank Reference Name: _____ Address: _____ City: _____ State: _____ Zip: _____	Phone: _____ Fax: _____ Contact: _____ Acct No: _____

OTHER INFORMATION

List by address all real property owned by the entity

1. _____

2. _____

3. _____

List by address and owner all real property owned by partners, members, owners or officers:

1. _____

2. _____

3. _____

Have you, or any officer, ever had an account with any CRH Americas Materials company before? YES NO

If so, when? _____ Under what name? _____

Have you, or any officer, within the past 10 years, filed personal or corporate bankruptcy? YES NO

If so, when? _____ Under what name? _____

Has the Applicant ever been in business under any other name? YES <input type="radio"/> NO <input type="radio"/>	How long was it an active business?
Under what name? _____	_____

Initial Projects to be supplied on credit

Project Name _____	Funding Source _____
Project Address _____	Bonded Job? YES <input type="radio"/> NO <input type="radio"/>
Owner _____	<i>Include copy of bond</i>

Project Name _____	Funding Source _____
Project Address _____	Bonded Job? YES <input type="radio"/> NO <input type="radio"/>
Owner _____	<i>Include copy of bond</i>

TERMS AND CONDITIONS:

1. **Enforceability/Authorization for Credit Review** – Applicant is submitting this application for credit from a member or members of the CRH Americas Materials, Inc. group of affiliated companies referred to collectively or singly hereinafter as “CRH” as appropriate to the context. The terms and conditions herein are enforceable by each of the CRH companies granting credit to Applicant pursuant to this Application For Credit. Applicant hereby authorizes CRH to obtain any and all information it deems necessary from any and all sources or references listed on this Application for Credit and from any credit bureau, creditors of Applicant, trade references, banks or other financial institutions. Applicant further authorizes each of such sources, references, credit bureaus, creditors, banks and financial institutions to supply CRH such information as CRH deems necessary to assist it in its consideration of this Application.

2. **Payment Terms** -- If this Application is accepted, Applicant agrees to pay in full the invoice price of all purchases now or hereafter made from CRH promptly when due according to the terms set forth on each invoice. If the total invoice price is not paid in full on or before the due date, Applicant agrees to pay interest on the unpaid delinquent balance. This interest will be calculated at the rate of one and one-half percent (1½%) per month (annual percentage rate 18%) or the maximum rate allowed by law, whichever is less. If Applicant should fail to fulfill any of its obligations under this

_____ initial

Agreement, or if CRH in good faith deems itself insecure because the prospect for payment is impaired or the prospect of performance of any provision of this Agreement is impaired, or if a default occurs for any other reason provided in this Agreement, then CRH, at its option and without notice, may declare the entire unpaid balance owed by Applicant under this Agreement to be immediately due and payable, or terminate the credit privileges of Applicant under this Agreement, or both. Applicant agrees to pay in full all costs and expenses incurred by CRH in collecting the amounts owed by Applicant under this Agreement, including any and all court costs and attorneys' fees. Payments received will be applied against open items on unpaid invoices in an order and sequence determined by CRH in its sole discretion. *Checks returned unpaid by your bank are automatically deposited a second time in an effort to clear your payments before they are returned to CRH. Returned checks regardless of the reason, are subject to a service charge in an amount not to exceed applicable law.*

3. **Venue and Applicable Law** -- Applicant acknowledges that all billings, accounts receivable, and credit functions of CRH are processed either through (i) the division or branch office from which Applicant makes purchases on credit pursuant to the credit granted hereunder; (ii) CRH Americas Materials, Inc. or any member of the CRH group of affiliated companies; or (iii) any other CRH related administrative entity. Therefore, in the event of litigation between Applicant and CRH, the lawsuit or action, at the sole option of CRH, shall take place in the court located within any State having proper jurisdiction, and Applicant hereby waives its right to litigate in any other court. It is also agreed that the laws of the State in which the CRH entity granting credit hereunder is located shall govern the interpretation of this Agreement.

4. **Credit Discretion** -- Notwithstanding any term or condition herein to the contrary, this agreement shall not be construed as imposing any obligation on the part of CRH to furnish credit in any amount, and CRH in its sole discretion, may terminate or limit credit privileges of Applicant without prior notice to Applicant. The exercise of this discretion shall be in addition to any other right or remedy which CRH may have pursuant to this Application for Credit, or pursuant to applicable law.

5. **Default** -- The occurrence of any of the following events shall constitute default under this Agreement: (a) Applicant fails to fulfill any obligation of this Agreement or to perform, or rectify the breach of any warranty or other undertaking by Applicant in this Agreement; (b) Applicant, or a guarantor of Applicant's indebtedness under this Agreement, dies, terminates existence, abandons its business, becomes insolvent, bankrupt, becomes subject to receivership, insolvency, or similar proceedings, or makes an assignment for the benefit of creditors; (c) Any information or other representations now or hereafter made or furnished to CRH by Applicant or at Applicant's request or instructions is, or is believed in good faith by CRH to be, inaccurate, incomplete, or false in any material respect; (d) Applicant violates or breaches any provision of this Agreement; (e) Any collateral which is security for Applicant's indebtedness under this Agreement is lost, suffers material damage or destruction, is levied upon, becomes subject to a receivership, or cannot be located within five days after CRH demands to inspect the same; (f) Any other event which causes CRH, in good faith, to deem itself insecure or to believe that the prospect of performance of any provision of this Agreement by Applicant is impaired.

6. **Problem Material** -- Applicant acknowledges that CRH accepts no responsibility for the installation or placement of any materials furnished by CRH, unless those materials are installed by CRH personnel pursuant to a written subcontract or other written agreement. Any defect in project design or installation, and any misuse or failure to properly maintain any installation of CRH's materials voids any and all warranties (express or implied) by CRH, except warranty of title. All materials furnished by CRH must be inspected by Applicant, and any claimed defect or non-conformity must be communicated to CRH in writing within five (5) days after Applicant receives the materials which is claimed to be defective.

7. **Invoices** -- All payments for materials furnished by CRH shall be made upon the basis of materials delivered (or picked up) as shown by CRH's delivery ticket(s), whether signed by Applicant or not, and by CRH's delivery records. For materials purchased, Applicant will receive invoices from CRH showing amounts delivered and payments due. Failure on the part of Applicant to dispute in writing the accuracy within 20 days after its initial receipt constitutes agreement to the correctness of the invoice and acceptance of the materials covered by the invoice. Payment to CRH shall be due pursuant to invoice terms, and is not contingent upon Applicant's receipt of payment or approval from any third party.

8. **Sales and Use Tax** -- Applicant agrees that in the event CRH is to pay sales, transaction privilege, or use taxes to the taxing authority of any State or political subdivision thereof in connection with any sale of tangible personal property or other items or materials to Applicant, Applicant will, upon demand, reimburse, indemnify and hold harmless CRH for the amount of any such tax paid, and for the amount of all costs or attorneys' fees incurred by CRH in contesting such tax.

9. **Waiver** -- CRH may, at its option, permit Applicant to remedy any default under this Agreement without waiving the default so remedied or any other subsequent or prior default by Applicant, Applicant waives notice of default of this Agreement and waives presentment, demand, protest and notice of dishonor as to any instrument.

10. **Binding Agreement** -- This Agreement shall inure to the benefit of the successors and assigns of CRH, and shall be binding upon Applicant's heirs, legatees, devisees, personal representatives, successors and assigns.

_____ initial

11. **Corporate Authority and Liability** -- Applicant warrants and represents that it has authority to enter into this Agreement and that any person signing this Agreement has been duly authorized to execute this Agreement for and on behalf of Applicant. Applicant acknowledges that CRH is relying upon the creditworthiness and financial ability of the owner(s) and upon the business name of Applicant; therefore, the owner(s) of Applicant shall be liable to CRH for all indebtedness of Applicant then existing and thereafter incurred.

12. **Accuracy of Information** -- Applicant certifies that any and all information now or hereafter supplied to CRH by Applicant, or at Applicant's request or instruction, is both accurate and complete, and Applicant will, upon request, establish the accuracy and completeness of any such information. Applicant shall promptly notify CRH if Applicant should change its name or begin to do business under any other name. Applicant shall promptly notify CRH if Applicant should incorporate or organize its business at any time subsequent to the date of this application.

13. **Provisions of Information** -- Applicant is required to provide CRH upon request information regarding bonding companies, general contractors, or owners for the purpose of filing preliminary notices, claims on payment bonds, or mechanics and materialmen's liens.

14. **Modification of Terms** -- The terms of this Agreement may be modified or amended by CRH at any time upon thirty (30) days notice to Applicant in the invoices, or otherwise.

15. **Additional Provisions** – (a) The rights and remedies of CRH stated in this Agreement are cumulative and are in addition to any other rights or remedies provided by law. This Agreement shall not be binding upon CRH or inure to the benefit of Applicant until written acceptance by CRH. In the event that Applicant requests the extension of credit through subcontract or other work to be furnished by CRH, any such agreement shall be in writing. In that event, that subcontract or other agreement shall be subject to the terms of this Credit Application, and in the event of conflict, the terms of this Credit Application shall govern over any inconsistent term. (b) Applicant agrees that CRH shall have the right to set off any amounts which may become payable by Applicant (or any of its affiliates if Applicant is a corporation, partnership, or limited liability company) to CRH arising, either directly or indirectly, from the granting of credit to, and the establishment of an account for, Applicant hereunder against any amounts which CRH may owe to Applicant whether arising from the credit granted hereunder or under any contract, subcontract, purchase order, or other agreement(s) between Applicant and CRH or CRH's parent and affiliate corporations. (c) The undersigned Guarantor(s) does hereby absolutely and unconditionally guarantee the prompt payment of any and all indebtedness of Applicant now existing or hereafter incurred without requiring CRH to first proceed with collection proceedings against the Applicant. (d) Applicant acknowledges and agrees that in the event CRH terminates Applicant's credit account for whatever reason, CRH shall have the right, at its option, to terminate or suspend performance of any contracts, subcontracts, purchase orders, or other agreements to which Applicant (or any of its affiliates if Applicant is a corporation or limited liability company) and CRH are parties thereto without liability therefore. (e) Applicant acknowledges and agrees that any and all funds paid to Applicant for any work or materials supplied by CRH shall be held by Applicant in trust for the payment of Applicant's indebtedness to CRH. Neither Applicant, nor any person claiming under or through Applicant, shall have any legal or equitable interest or ownership rights of any nature in funds held in trust unless and until the purpose and intent of such trust is fully discharged. The holding of funds in trust shall be for the sole benefit and protection of CRH, and no third party shall have any rights in such funds as a beneficiary or otherwise. (f) Applicant acknowledges and agrees that CRH shall have the continuing right at any time to request and receive from Applicant (i) payment assurances of Applicant's outstanding account balance; and (ii) updated financial information for the credit privileges extended hereunder.

16. **THE FEDERAL 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 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 this creditor is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580.

CRH MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE ON ANY PRODUCTS SOLD TO APPLICANT. ANY DEFECTS CAUSED BY IMPROPER USE, DESIGN, INSTALLATION, OR MAINTENANCE VOID ANY AND ALL WARRANTIES EXPRESSED OR IMPLIED, AND WHICH OTHERWISE APPLY. IT IS AGREED THAT CRH SHALL NOT BE RESPONSIBLE FOR ANY DAMAGES WHICH EXCEED THE INVOICE PRICE OF ANY MATERIALS WHICH ARE DETERMINED TO BE DEFECTIVE OR NON-CONFORMING.

_____initial

Applicant hereby states that all the information provided herein is true and correct and has read and hereby agrees to the terms and conditions listed above on this Application for Credit.

WITNESS INFORMATION REQUIRED BELOW	Account Name:
Witness Signature	Authorized Signature
Witness Printed Name	Signer Printed Name
Witness Full Home Address	Company Position Held by Signer
Witness Signature	Guarantor Signature
Witness Printed Name	Guarantor Printed Name
Witness Full Home Address	Guarantor Full Home Address
Witness Signature	Guarantor Signature
Witness Printed Name	Guarantor Printed Name
Witness Full Home Address	Guarantor Full Home Address

**PLEASE PROVIDE COPY OF DRIVER'S LICENSE
FOR AUTHORIZED SIGNER AND GUARANTOR.**

Credit and Collections
9 Entin Rd
Parsippany, NJ 07054

Notice of confidentiality

This facsimile may contain information that is privileged and confidential and/or exempt from disclosure under applicable law. This transmission is intended solely for the individual or entity designated below. If you are not the intended recipient, or the employee or agent responsible for delivering it to the intended recipient, you should understand that any distribution, copying or use of the information contained in this facsimile by anyone other than the designated recipient is unauthorized and strictly prohibited. If you have received this facsimile in error, please immediately notify the sender by telephone.

BANK AUTHORIZATION AND RELEASE FORM

I _____ hereby authorize _____
(Account Holder Name) (Bank Name)

To release data pertaining to my accounts held by _____
(Account Name)

to APAC-Central, Inc. "CRH" for credit investigation purposes.

Account Holder Signature

Account Holder Signature

Date

Credit & Collections Dept.
TNYCredit@tilconny.com



**2011 Subcontractor
MSHA Site Specific Hazard Awareness
Tilcon New York, Inc. Traffic Safety Rules**

TILCON

- 1) All drivers and passengers are required to wear seat belts in all vehicles, and at all times, while on Tilcon NY, Inc. property. No passengers are allowed unless being trained as a driver.
- 2) No sightseeing is allowed on Tilcon NY, Inc. property. Drivers must go directly to the stockpile for loading or dumping.
- 3) It is against Tilcon NY, Inc. policy to have minors as a passenger in any vehicle while on Tilcon NY, Inc. property.
- 4) Littering is strictly prohibited.
- 5) All delivery vehicles must have headlights on at all times. including when operating in any Tilcon NY, Inc. facility.
- 6) All posted traffic rules and regulations must be adhered to at all times whether in or around any Tilcon NY, Inc. facility.
- 7) Extreme care must be exercised at all times while entering or exiting a Tilcon NY, Inc. facility.
- 8) All vehicles must come to a complete stop before entering any Tilcon NY, Inc. scale.
- 9) All vehicles must exit scales at no more than 2 MPH and under no circumstances are to shift gears while exiting a scale.
- 10) The use of engine breaks (Dynatards, Jake Brakes) and air horns are prohibited while on Tilcon NY, Inc. property or on local roads in the vicinity of a Tilcon NY, Inc. facility except in extreme emergency.
- 11) At no time is a truck body to be lifted to level a load or a tailgate to be slammed while on Tilcon NY, Inc. property or jobsite.
- 12) Possessing and/or being under the influence of alcohol, drugs and/or other controlled dangerous substances are prohibited while on Tilcon NY, Inc. property.
- 13) Firearms are strictly prohibited on Tilcon NY, Inc. property and/or job site.
- 14) Heavy Equipment Machinery and/or loaded Haul Trucks, have the right of way on the quarry floor at all times.
- 15) All drivers MUST always stay in their vehicles unless at a location that requires them to exit the truck to receive ticket, or when tarping their load in an approved tarping area. In the event of this, all PPE must be worn (hard hat, eyewear, safety vest, work gloves, etcNO SHORTS, SNEAKERS OR SLEEVELESS SHIRTS).
- 16) All vehicles must comply with Local, State, and Federal maximum permissible sound level readings in decibel.
- 17) Do not arrive at a Tilcon NY, Inc. quarry/plant prior to the hours of operation.
- 18) Drivers cannot enter a scale house without permission.

Subcontractor

MSHA Site Specific Hazard-Awareness Tilcon New York, Inc. Traffic Safety Rules # 010111

- 19) The use of diesel fuel and/or any petroleum related product as a release agent in the truck body is strictly prohibited.
- 20) Drivers must verify the legal weight of their vehicle and the security of all loads/tarps prior to leaving or entering a Tilcon New York, Inc. facility. No overweight or unsecured vehicle is permitted to leave or enter a Tilcon New York, Inc. facility.
- 21) All loads must be trimmed and tarped in designated areas only. Driver should maintain 3 points of contact while tarping at all times and all PPE must be worn.
- 22) Riding in/on any vehicle and/or piece of equipment not intended for such use is prohibited.
- 23) No maintenance or repairs shall be performed on Tilcon NY, Inc. property. In an emergency situation only, permission to repair must be obtained from Quarry Supervisor before repairs begin in a safe manner away from quarry traffic.
- 24) Trucks shall not be left unattended, unless the controls are placed in the park/ neutral position, the parking break engaged, and wheels chocked.
- 25) All trucks must be equipped with an audible back up alarm. However, the use of automatic reverse
 - activated strobe lights are acceptable during the evening hours only
- 26) Before moving a vehicle for any reason, the driver will sound his/her "Street Horn" to warn any persons in the immediate area who could be exposed to a hazard from the moving vehicle ..
- 27) If a truck spotter is used the spotter must be kept in the drivers line of vision at all times. When visibility is limited, the spotter shall utilize a signal light. If at any time the spotter cannot be seen, the driver is to stop the vehicle immediately and not proceed until the spotter is back in sight.
- 28) The driver is responsible for the cargo in which they are carrying. If a spill occurs inside or outside of the quarry, the carrier will be held financially responsible for any clean up or property damage (windshields, auto body damage, etc.) charges that may be incurred.
- 29) Once the driver has received his/her load ticket, they are prohibited to stop in the exit thoroughfare.

- 30) Drivers must always cooperate with quarry supervisory personnel.
- 31) No truck will be permitted to enter or exit any Tilcon NY, Inc. facility with a load that exceeds legal limits.
- 32) NY/NJ state law prohibits the use of cell phones while driving unless being used with approved hands free device.
- 33) The use of cell phones, texting or use of any other electronic device is strictly prohibited on any Tilcon NY, Inc. property unless vehicle is in park in an approved area.
- 34) Drivers must always observe all local Motor Vehicle laws.
- 35) All vehicles are subject to inspection upon entering or exiting any Tilcon NY, Inc. facility by our security service or Tilcon Personnel.
- 36) Any incidents (i.e. injuries, property damage, and near miss) must be reported immediately to the head dispatcher.

Subcontractor

**☐ MSHA Site Specific Hazard Awareness
Tilcon New York, Inc. Traffic Safety Rules
010111**

Note: "At management's discretion, any driver refusing to abide by the rules of the quarry, Federal or State regulations may be terminated. You may also be subject to fines and violations from MSHA".

I acknowledge that I have read and understand the MSHA Site Specific Hazard Awareness Rules of Tilcon, New York Inc., and I am aware of the fines and violations from MSHA. I and my drivers are also aware that we are responsible for the safe operation of the truck we drive. Safety is paramount at all times and must☐ be compromised. I have received a copy of Tilcons' Traffic Safety Rules and understand that all vehicles on any Tilcon NY, Inc. property are to have a full copy in the truck for reference by any driver in my vehicle. I am also aware that drivers who violate these policies are violating the law and will be banned from all Tilcon New York, Inc. facilities. My signature below confirms this agreement.

Initials: _____



Tilcon New York, Inc. Credit Information and Agreement Material Delivery Authorized Signature Waiver

The New Jersey Construction Lien Law requires us to have an authorized representative on site, which is not always practical or feasible. We hereby waive the requirement of having an authorized person present when deliveries are made.

We understand that any discrepancies in a delivery must be communicated in writing or by fax, to the above supplier within twenty-four hours following the receipt of the delivery. If no such communication results, it will be understood that:

- The delivery was accepted
- The delivery ticket serves as our contract
- We are obligated to pay for the materials in accordance with our credit agreement.

It is understood and agreed that if Tilcon New York Inc., and Tilcon New Jersey, A Division of Tilcon New York, Inc., extends credit and/or delivers merchandise to the undersigned, and the account becomes delinquent and is given to an attorney for collections, the undersigned, (irrespective of any and all invoice terms accompanying said delivery or deliveries) agrees to pay the account debt plus all costs of collection including reasonable attorney's fees, and interest on any delinquent balance at the rate of one and a half percent (1 1/2%) per month (provided this rate does not exceed the amount permitted by law) commencing with the date of default.

Initials: _____

The undersigned, in consideration of Tilcon extending credit and/or delivering merchandise to the firm or corporation of which they are a principal, personally guarantee the payment of any and all unpaid obligations of the firm or corporation to Tilcon New York and Tilcon New Jersey, A division of Tilcon New York, Inc., for its extension of credit or delivery of merchandise to our firm or corporation. We agree to pay Tilcon for same upon its demand, together with reasonable attorney's fees, if any are incurred by Tilcon, as well as interest at the rate of one and a half percent (1 1/2%) per month on any delinquent balance, (provided this rate does not exceed the amount permitted by law), from the date said payment became late.

Initials: _____