

Quandel Concrete

The "Q" Is For Quality



State Approved Materials



JAMES W. QUANDEL & SONS INC.
P.O. BOX 220—MINERSVILLE, PA 17954
PHONE: 570.544.2261
FAX: 570.544.5736

Date of Application: _____

NAME OF APPLICANT: _____
Include all corporate designations and any trade name if applicable

ADDRESS INFORMATION

COMPANY BILLING ADDRESS: _____ COMPANY'S PHYSICAL STREET ADDRESS (PO Box Not Acceptable): _____
Street: _____ Street: _____
City: _____ State: _____ Zip: _____ City: _____ State: _____ Zip: _____
Phone: _____ Cellular: _____ Fax: _____ Email: _____

BUSINESS INFORMATION

TYPE OF OWNERSHIP: *Personal Guarantee Required if Partnership, Proprietorship or LLC*
 Corporation; State of Incorporation: _____ Non-Profit Partnership Proprietorship LLC
Years Business Established: _____ Total Number of Employees: _____ Tax Status: Taxable Exempt: Certificate # _____
Please Name Affiliated Businesses if Applicable: _____
Estimated Monthly Purchases: \$ _____ Are Purchase Orders Required to Charge to Your Account? Yes or No

CORPORATION

President: _____ SS #: _____ Home Address: _____
Vice Pres: _____ SS #: _____ Home Address: _____
Treasurer: _____ SS #: _____ Home Address: _____
Secretary: _____ SS #: _____ Home Address: _____

INDIVIDUAL OWNERSHIP / PARTNERSHIP / LLC

Name: _____ SS #: _____ Home Address: _____
Name: _____ SS #: _____ Home Address: _____
Name: _____ SS #: _____ Home Address: _____

BANK REFERENCES

1. Depository Bank: _____ 2. Lending Bank: _____
Type of Account: _____ Type of Account: _____
Account #: _____ Phone: _____ Account #: _____ Phone: _____

REFERENCES (Four Required – Do Not Use Subcontractors)

1. Company Name: _____ 3. Company Name: _____
Address: _____ Address: _____
Phone: _____ Fax (req'd): _____ Phone: _____ Fax (req'd): _____
2. Company Name: _____ 4. Company Name: _____
Address: _____ Address: _____
Phone: _____ Fax (req'd): _____ Phone: _____ Fax (req'd): _____

AUTHORIZED BUYERS

1. _____ 3. _____
2. _____ 4. _____

This credit application and agreement must be signed on reverse side by authorized officers of the company if a corporation; all partners if a partnership; or by individual if applying for a personal account

CREDIT APPLICATION AGREEMENT AND AUTHORIZATION FOR CREDIT CHECK

Applicant authorizes James W. Quandel & Sons, Inc. ("Quandel Concrete") to contact and receive information from the provided references regarding Applicant's business background, reputation, personal character and credit worthiness. Applicant represents and warrants Quandel Concrete that all statements made in this Application are true and correct. Applicant hereby agrees to indemnify and hold harmless Quandel Concrete, its agents and employees for any liability, damages, claims, court costs and attorney's fees resulting from any credit investigation.

The undersigned individual who is either a principal of the credit applicant or a sole proprietorship to the credit applicant, recognizing that his or her individual credit history may be a factor in the evaluation of the credit history of the applicant, hereby consents to and authorized the use of a consumer credit report on the undersigned by the above named business credit grantor, from time to time as may be needed, in the credit evaluation process.

IF THIS CREDIT APPLICATION IS APPROVED, THE UNDERSIGNED APPLICANT AGREES TO THE FOLLOWING TERMS AND CONDITIONS.

- 1. Payment of Charges Applicant agrees that each invoice shall be paid within 30 days of the purchase, in which the goods and/or services identified on such invoice were purchased (Net 30). Discounts may apply if invoices are paid by the 10th of the Month. Applicant agrees to pay all charges when due, and in the event said charges are not so paid, Applicant agrees to pay Quandel Concrete a service charge of 1 1/2% per month, compounded monthly, on the unpaid balance. Applicant agrees to pay the posted return check charge fee for each check returned. Applicant hereby accepts and assumes full and exclusive liability for the payment of any tax and/or assessment imposed by any present or future law of any government authority. Applicant accepts responsibility for all goods purchased on credit by any of its employees or agents. Applicant shall advise Quandel Concrete, in writing, if any of its agents or employees who have purchased goods on credit in the past are no longer authorized to do so. Absent receipt of such notice, Applicant shall be liable for costs of goods sold or services.
2. Increase/Decrease in Credit Limit/Termination of Credit Quandel Concrete may, in its sole discretion and at any time, increase or decrease Applicant's credit limit. Quandel Concrete may, in its sole discretion and at any time, refuse to permit charges to be incurred to Applicant's account.
3. Delivery of Product Delivery of product to Applicant may be made without obtaining signatures upon delivery. Applicant assumed full responsibility for delivery means beyond the curb or curb line. Applicant agrees not to hold Quandel Concrete liable for damage incurred beyond this point. Applicant agrees to pay all costs for repaired necessitated by damage to delivery vehicle resulting from any negligence.
4. Events of Default The occurrence of any of the following shall constitute an event of default (an "Event of Default") under this Agreement: (a) failure of Applicant to make any required payment on the date(s) when due; (b) failure of Applicant to perform any of Applicant's other obligations hereunder; (c) if Applicant is an individual, death of Applicant; (d) institution of any proceedings in bankruptcy of receivership, or insolvency, by or against Applicant; or (f) any statement made herein is determined by Quandel Concrete to be misleading or incorrect.
5. Remedies Upon the occurrence of an Event of Default, Quandel Concrete may, without further notice to Applicant, declare immediately due and payable all charges made to Applicant's account, whether or not all such charges are then due, and Quandel Concrete may thereafter initiate legal proceedings against Applicant or exercise any other legal or equitable rights available to Quandel Concrete to collect such indebtedness. Applicant agrees that if Applicant's account is referred for collection to an attorney or agency, or if Applicant becomes a debtor in any bankruptcy or insolvency proceeding, Applicant will pay all costs of collection or enforcement, including, but not limited to, agency fees, court costs and attorney's commission equal to the greater of 15% of Applicant's total indebtedness (including service charges) to Quandel Concrete or actual attorney's fees but in no event shall the attorney fees be less than \$500.00. Services charges shall continue to accrue at the initial rate following the entry of judgment. No failure of exercise, no delay in exercise, nor any course of dealing in respect of, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single, partial, or multiple concurrent, may be pursued separately, successively or together, and may be exercised as often as occasion therefore shall arise.
6. Consent to Jurisdiction/Venue/Waiver of Jury Trial This Agreement is made at Minersville, Schuylkill County, Pennsylvania, and shall be governed and construed in accordance with the laws, but not the law of conflict of laws, of the Commonwealth of Pennsylvania. Applicant agrees that any and all actions arising out of or in connection with the sale of goods or services or extension of credit by Quandel Concrete shall be brought in the court of Common Pleas of Schuylkill County, Pennsylvania, or in the United States District Court for the Eastern District of Pennsylvania. Applicant expressly waives any and all rights to a jury trial.
7. Entire Agreement/Legal Construction This Agreement contains the entire understanding of the parties and is intended as a final expression and a complete statement of the terms of their agreement. Any oral representations or modifications concerning this Agreement shall be of no force or effect excepting a subsequent modification in writing, signed by the party to be charged. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

The undersigned certifies that all information on this Application is true and correct. The undersigned has read, understands and hereby agrees to, and intends to be legally bound by, the above terms and conditions. The undersigned also represents that he/she has full authority to enter into this Agreement on the behalf of the Applicant referenced above.

IF INDIVIDUAL OR PARTNERSHIP SIGN HERE:

IF APPLICANT IS CORPORATION SIGN HERE:

Print Name _____
X _____
Signature Date
X _____
Signature Date

Print Name of Applicant _____
X _____
Signature Date

Print Name of Signatory and Title

GUARANTY

For value received, and to induce Quandel Concrete to extend credit to Applicant, the undersigned (the "Guarantor"), intending to be legally bound, hereby unconditionally guarantees to Quandel Concrete the full and prompt payment, when due, of all indebtedness, obligations and liabilities of Applicant to Quandel Concrete, including service charges and interest applicable thereto, now existing or hereafter created or arising, even if such indebtedness is in excess of the applied for or established credit line. Guarantor further agrees to pay all expenses, including court costs, collection agency costs, and attorney's fees paid or incurred by Quandel Concrete in collecting such indebtedness or any part thereof or in enforcing agreements and arrangements for payment, extension, subordination, composition, arrangement, discharge or release of the whole or any part of the indebtedness, and the same shall in no way impair Guarantor's liability hereunder. Quandel Concrete may release or relinquish any security now or hereafter held for any indebtedness hereby guaranteed or any guarantors or sureties, without discharging, releasing or in any matter affecting the liability of Guarantor hereunder. This Guaranty shall be enforceable before or after proceeding against Applicant, or simultaneously therewith, and without resort to any security. This Guaranty shall continue in force until notice in writing of termination sent by registered or certified mail, return receipt requested, is received by Quandel Concrete. This notice is to specify the date on which the Guaranty is to be terminated, said date not to be less than seven (7) days after described notice is received and shall not affect transactions with Applicant entered into prior to the termination date.

The undersigned personal guarantor, recognizing that his or her individual credit history may be a necessary factor in the evaluation of this personal guarantee, hereby consents to and authorizes the use of a consumer credit report on the undersigned, by the above named business credit grantor, from time to time as may be needed, in the credit evaluation

IF GUARANTOR IS INDIVIDUAL OR PARTNERSHIP SIGN HERE:

PERSONAL GURANTY FOR CORPORATION SIGN HERE:

X _____
Signature of Guarantor Date

Print Name of Guarantor
X _____
Signature of Guarantor Date

Print Name of Guarantor

X _____
Signature of Guarantor Date

Print Name of Guarantor
X _____
Signature of Guarantor Date

Print Name of Guarantor