

Riverside Supply Co. Inc.

6 Washington Road
Sayreville, NJ 08872

732-257-3434

Fax: 732-257-3971

CREDIT APPLICATION & PURCHASE AGREEMENT

Thank you for considering RIVERSIDE SUPPLY CO. as your supplier. In consideration of a credit account with our company, this application must be completed in full, signed by the appropriate individuals, returned, and accepted by our office. Please PRINT clearly.

Salesman _____ Date _____

LEGAL NAME OF BUSINESS _____

DBA _____

BILLING ADDRESS _____ CITY _____ ST _____ ZIP _____

MAILING ADDRESS _____ CITY _____ ST _____ ZIP _____

BUSINESS PHONE (_____) _____ FAX (_____) _____

WEBSITE ADDRESS _____

A/P CONTACT _____ A/P EMAIL _____

TYPE OF BUSINESS: Private Corp. Public Corp. Individual Proprietorship Partnership Other
 LLC (please attach articles of formation and organization) Homeowner (spouse info & guarantee required)

FEDERAL ID # _____ STATE OF INC./FORMATION _____ DATE OF INC./FORMATION _____

OWNERS, OFFICERS, PRINCIPALS, & MEMBERS (Physical Addresses Required, no P.O. Boxes):

NAME _____ TITLE _____
HOME ADDRESS _____ CITY _____ ST _____ ZIP _____
HOME PHONE (_____) _____ CELL PHONE (_____) _____ SOCIAL SEC # _____
EMAIL _____ D.L. # _____ STATE _____

NAME _____ TITLE _____
HOME ADDRESS _____ CITY _____ ST _____ ZIP _____
HOME PHONE (_____) _____ CELL PHONE (_____) _____ SOCIAL SEC # _____
EMAIL _____ D.L. # _____ STATE _____

NAME _____ TITLE _____
HOME ADDRESS _____ CITY _____ ST _____ ZIP _____
HOME PHONE (_____) _____ CELL PHONE (_____) _____ SOCIAL SEC # _____
EMAIL _____ D.L. # _____ STATE _____

Are the owners/officers/principals/members affiliated with other businesses? YES NO

List the Names of any affiliated, subsidiary or parent companies of applicant. List the name(s) of any other businesses operated by any officer, partner, owner, principal or member, whether past or present: _____

Has the applicant, and/or its owners, ever done business with or received credit from RIVERSIDE SUPPLY CO. in the past? YES NO

If so, under what names? _____

BANK REFERENCES:

BANK ACCOUNT #1: CHECKING ACCOUNT MONEY MARKET ACCOUNT SAVINGS

BANK NAME _____ ACCOUNT # _____

BANK PHONE # (_____) _____ CITY _____ ST _____ ZIP _____

NAME AS IT APPEARS ON THIS ACCOUNT _____

BANK ACCOUNT #1: CHECKING ACCOUNT MONEY MARKET ACCOUNT SAVINGS

BANK NAME _____ ACCOUNT # _____

BANK PHONE # (_____) _____ CITY _____ ST _____ ZIP _____

NAME AS IT APPEARS ON THIS ACCOUNT _____

*SIGNATURE authorizing release of banking information _____

TRADE REFERENCES (Please list Building Material Suppliers where credit has been extended, no contractors/sub-contractors)

(1) NAME _____ CITY _____ ST _____
PHONE # (_____) _____ FAX # (_____) _____ ACCOUNT # _____

(2) NAME _____ CITY _____ ST _____
PHONE # (_____) _____ FAX # (_____) _____ ACCOUNT # _____

(3) NAME _____ CITY _____ ST _____
PHONE # (_____) _____ FAX # (_____) _____ ACCOUNT # _____

(4) NAME _____ CITY _____ ST _____
PHONE # (_____) _____ FAX # (_____) _____ ACCOUNT # _____

CREDIT APPLICATION AGREEMENT AND AUTHORIZATION FOR CREDIT CHECK

1. The applicant authorizes RIVERSIDE SUPPLY CO. and/or its credit investigation agency to contact and receive information regarding applicant's business background, reputation, personal character, and credit worthiness. _____ (initial here)
2. The undersigned individual(s) who is/are either a principal of the credit applicant or a sole proprietor of 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, and hereby authorizes the use of a consumer credit report(s) on the undersigned by RIVERSIDE SUPPLY CO., and from time to time and as may be needed or deemed relevant or necessary, in the credit evaluation and monitoring process.
3. Applicant represents and warrants to RIVERSIDE SUPPLY CO. that all statements made in this application are true and correct. Applicant hereby agrees to indemnify and hold harmless RIVERSIDE SUPPLY CO., its agents and employees from any liability, damage, claims, court costs, and/or attorney's fees resulting from any credit investigation.
4. RIVERSIDE SUPPLY CO., INC. will not share any of the information contained herein with third parties other than as necessary to determine credit worthiness.

IF THIS CREDIT APPLICATION IS APPROVED, THE UNDERSIGNED AGREES TO THE FOLLOWING TERMS & CONDITIONS:

1. All payments are to be made within Net 30 days of the invoice date. Payments in default will be assessed a service charge of 1.5% per month (18% per annum).
2. Applicant accepts all responsibility for damage to vehicles or property when delivery is requested "off" public roads.
3. In the event that this account is placed for collection, applicant agrees to pay reasonable attorney and collection fees, the minimum to be no less than 30% of the uncollected balance, and, in addition to any court costs or fees that are incurred in connection with the collection of this account.
4. The Construction Lien Law requires an authorized representative to be on site to accept and receive deliveries from RIVERSIDE SUPPLY CO. We understand that this is not always practical or feasible. We hereby waive the requirement of having an authorized person present when deliveries are made.
5. Applicant understands that any discrepancies in a delivery must be communicated in writing to RIVERSIDE SUPPLY CO. within twenty-four (24) hours following the receipt of delivery. If no such communication has been confirmed by RIVERSIDE SUPPLY CO., it will be understood that the delivery was accepted, the delivery ticket will serve as a contract, and applicant will be obligated to pay for the materials in accordance with the RIVERSIDE SUPPLY CO. credit agreement.
6. Applicant acknowledges that at the sole discretion of RIVERSIDE SUPPLY CO., all claims, disputes and matters in question arising out of or relating to the sale of material to Applicant and this agreement or breach thereof, shall be decided in binding arbitration and in accordance with the Construction Industry Rules of the American Arbitration Association then in effect, unless the parties mutually agree otherwise. If RIVERSIDE SUPPLY CO. elects to resolve a dispute through arbitration, the Applicant and Guarantor(s) consent to this method of adjudication and waive their right to a trial by jury with respect to the dispute and waive access to the courts to resolve any contractual, statutory or common law right, claim and/or defense except to confirm an arbitration award with respect to any arbitration conducted pursuant to this provision.

I/We agree to the above and do certify that all statements made herein are true, correct and complete to the best of my/our knowledge; that said terms are not signed under duress and that I/we are authorized by Applicant to make this application.

IF INDIVIDUAL OR PARTNERSHIP, SIGN HERE:

Print Name

Signature Date

Print Name

Signature Date

IF APPLICANT IS A CORPORATION SIGN HERE:

Print Name of Applicant

Signature Date

Print Name of Signatory and Title

PERSONAL GUARANTY

For value received from RIVERSIDE SUPPLY CO., including their future sale of material and/or supplies to (purchaser) _____
_____, located at _____, the
undersigned

GUARANTOR(s) jointly and severally hereby guarantee prompt and punctual payment of any present and future accounts due from the purchaser(s) to RIVERSIDE SUPPLY CO. This Personal Guarantee includes all costs of collection including but not limited to attorney's fees and costs incurred in connection with RIVERSIDE SUPPLY CO's collection efforts whether or not suit and/or arbitration is filed, as well as all charges for interest and service charges as set forth in the Credit Application.

The GUARANTOR(s) hereby waive all notices whatsoever with respect to the Guaranty, including, but not limited to, notice of acceptance hereof and intention to act in reliance hereon, of the amount, terms and conditions of the account indebtedness to the Applicant and of any past or future defaults thereunder.

The GUARANTOR(s) hereby knowingly consent to use by RIVERSIDE SUPPLY CO. of a non-business consumer credit report on the undersigned to evaluate credit worthiness of the undersigned as guarantor(s) in connection with the extension of business credit as contemplated by this credit application.

The liability of GUARANTOR(s) under this Guaranty Agreement shall be unlimited and may be enforced by RIVERSIDE SUPPLY CO., and any subsequent assignee of this Guaranty. This Guaranty is a primary obligation of the GUARANTOR(s) and may be enforced as if the debt were the primary obligation of the GUARANTOR(s).

The liability of the GUARANTOR(s) hereunder is absolute and unconditional and shall not be affected in any way by reason of failure to pursue, repay or preserve any rights against any person or persons or relating to any collateral security or other property, or the lack of any prior enforcement of such rights. The GUARANTOR(s) agrees that any delays in enforcing or failure to enforce any such rights shall in no way affect the liability of the GUARANTOR(s) hereunder, even if such rights are lost thereby.

This agreement shall be jointly and severally binding upon the GUARANTOR(s) and shall apply to the heirs, executors, administrators and assigns of the GUARANTOR(s).

| Type/Print Name | SS# | Signature | Date |
|-----------------|-----|-----------|------|
| | | | |
| Type/Print Name | SS# | Signature | Date |
| | | | |
| Type/Print Name | SS# | Signature | Date |
| | | | |
| Type/Print Name | SS# | Signature | Date |
| | | | |

Riverside Supply Co.
6 Washington Road
Sayreville, NJ 08872
732-257-3434
Fax: 732-257-3971