

ALBANY            SCRANTON  
 AUBURN           SYRACUSE  
 BINGHAMTON    UTICA  
 ELMIRA            WATERTOWN  
 POUGHKEEPSIE   WILLIAMSPORT



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ErieMaterials.com

**CUSTOMER APPLICATION FOR CREDIT**

**CUSTOMER**

Trade/Business Name \_\_\_\_\_ Federal ID# \_\_\_\_\_  
 Billing Address \_\_\_\_\_ City/State/Zip \_\_\_\_\_  
 Physical Address \_\_\_\_\_ City/State/Zip \_\_\_\_\_  
 Phone \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_ Cell \_\_\_\_\_  
 Sole Proprietorship    Partnership    LLC/State formed    Corporation/State formed    Other \_\_\_\_\_  
**Owner or Officer** \_\_\_\_\_ Title: \_\_\_\_\_  
 List Previous Names and Addresses Under Which You Have Operated a Business: \_\_\_\_\_

Credit Line Requested: \$ \_\_\_\_\_ Estimated Monthly Purchases: \$ \_\_\_\_\_  
 Does Applicant Pay Sales Tax?             Yes             No            (If No, copy of certificate must be attached)  
 Person to Contact Regarding Invoices \_\_\_\_\_ Phone \_\_\_\_\_

**PRINCIPALS**

Name \_\_\_\_\_ Address \_\_\_\_\_ Phone \_\_\_\_\_  
 Date of Birth \_\_\_\_\_ Social Security # \_\_\_\_\_ Driver's License # \_\_\_\_\_  
 Spouse's Name \_\_\_\_\_ Date of Birth \_\_\_\_\_ Social Security # \_\_\_\_\_

Name \_\_\_\_\_ Address \_\_\_\_\_ Phone \_\_\_\_\_  
 Date of Birth \_\_\_\_\_ Social Security # \_\_\_\_\_ Driver's License # \_\_\_\_\_  
 Spouse's Name \_\_\_\_\_ Date of Birth \_\_\_\_\_ Social Security # \_\_\_\_\_

**BUSINESS TRADE/CREDIT REFERENCES**

Name \_\_\_\_\_ Address \_\_\_\_\_ Phone \_\_\_\_\_  
 Name \_\_\_\_\_ Address \_\_\_\_\_ Phone \_\_\_\_\_  
 Name \_\_\_\_\_ Address \_\_\_\_\_ Phone \_\_\_\_\_

**FINANCIAL REFERENCES**

Bank \_\_\_\_\_ Address \_\_\_\_\_ Account # \_\_\_\_\_  Business  Personal  
 Bank \_\_\_\_\_ Address \_\_\_\_\_ Account # \_\_\_\_\_  Business  Personal  
 Bonding Company: \_\_\_\_\_ Address \_\_\_\_\_ Agent: \_\_\_\_\_

**THE UNDERSIGNED HEREBY AGREES TO THE TERMS AND CONDITIONS OF SALE ATTACHED HERETO**

Attach a copy of the Customer's most recent financial statement.  
 Customer certifies that it is solvent and capable of meeting its obligations hereunder, and that all information provided to Seller (including Customer's attached financial statement) is true, accurate and complete. All such information has been submitted for the purpose of obtaining credit. Customer and each guarantor authorize Seller to request credit reports from credit bureaus (including consumer reporting agencies) regarding their respective commercial or personal credit and otherwise to investigate their respective creditworthiness before extending credit now or at any time in the future. Customer agrees that they/it has received, reviewed and agree to be bound by the Terms and Conditions of Sale, on the reverse side (or page 2) of the Credit Application and Personal Guaranty.

Authorized Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

**Guaranty of Indebtedness**

To induce the extension of credit to Customer, Guarantor (jointly and severally, if more than one) hereby guarantees payment of all existing and future indebtedness of Customer to Seller, including any cost, expenses, and reasonable attorneys' fees payable as a consequence of Seller's collection efforts. This personal guaranty is absolute, complete, irrevocable and continuing and it shall not be necessary for Seller to give notice to Guarantor of any extension of creditor to Customer, any renewal thereof, any modification of the terms thereof, or of Seller's arrangements with any other Guarantor. Guarantor may by written notice, sent via certified mail, to Seller at its Corporate Headquarters as described above, terminate its guarantee as to any new extensions of credit to Customer made more than ten days after such written notice, but Guarantor shall continue to be obligated to guarantee any credit extended within ten days after Seller's receipt of such notice. Guarantor agrees to provide personal information as reasonably requested by Seller. Guarantors agree that they have received, reviewed and agree to be bound by the terms and conditions of sale attached hereto and available on Seller's website.

Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

## GENERAL TERMS AND CONDITIONS OF SALE

1. Applicant (hereinafter "Customer") agrees that the following terms and conditions will apply to all sales of goods by Seller to Customer ("Sales").
2. All matters between Seller and Customer, including venue, will be governed by the laws of the State of New York and venued in Onondaga County. All indebtedness due is payable at Seller's office identified in the invoice or billing for such payment, unless and until Seller designates a different place of payment. Invoices shall be deemed correct unless contested in writing within seven (7) business days of receipt.
3. Customer agrees that any terms and conditions appearing on any document submitted by Customer which are in conflict with (i) the terms and conditions contained herein, (ii) any quotation submitted by Seller, or (iii) any sales contract between Seller and Customer shall be hereby expressly rejected and shall not constitute terms of any sale of goods or services by Seller. The forgoing shall apply to all documents heretofore or hereafter submitted by Customer, whether executed by Seller or not.
4. Prices in quotations made by Seller are subject to change without notice, and all quotations expire and become invalid if not accepted within 30 days from the date of issue, unless otherwise noted by Seller in writing. Price extensions when made are for Customer's convenience only, and they, as well as any mathematical, stenographic or clerical errors, are not binding on Seller. Prices in quotations are solely limited to the material set forth therein and seller makes no representations or guaranties as to quantity or completeness for any purpose. Prices shown may not include any sales, excise, or other governmental tax or charge payable to Seller to Federal, State or local authority. Any taxes now or hereafter imposed upon sales of shipments will be added to the Customer price. Customer agrees to reimburse Seller for any such tax or to provide Seller with an acceptable and authorized tax exemption certificate.
5. If in the judgment of Seller, the financial condition of the Customer at the time of shipment does not justify the terms of payment specified, Seller reserves the right to require from Customer full or partial cash payment or other adequate assurance of performance before shipment, Seller reserves the right to suspend its performance until such payment or adequate assurance of performance has been received. Seller maintains the right to periodically review and adapt payment terms as necessary and to modify or eliminate any credit availability or credit limit within its sole discretion.
6. Customer agrees to pay Seller all costs and expenses of collection, suit, or other legal action, including all actual attorneys' fees, incurred as a result of the commercial relationship between them. Unless otherwise stated on the invoice or other writing from Seller, payment terms are Net 15<sup>th</sup>. Seller may apply Customers' payment against any open charges within Seller's sole discretion. On past due accounts Seller may impose a monthly finance charge of one and one half percent per month. The finance charge herein shall continue to accrue after Seller obtains a judgment against Customer. The Seller has the right to exercise setoff or recoupment when needed to satisfy an outstanding debt. All agreements between Seller and Customer (and any affiliate or subsidiary or Customer) shall be considered as one single integrated agreement between Seller and Customer.
7. Customer acknowledges and agrees that this Customer Application for Credit shall represent a master contract, pursuant to which Seller agrees that it shall supply materials on credit, in accordance with its credit policies, as ordered by Customer for any specific project, notwithstanding the fact that Customer may submit separate and distinct purchase orders to Erie, and Erie shall invoice Customer for separate purchase orders so submitted, pursuant to Erie's prevailing credit terms and conditions.
8. All delivery dates are approximate only and based upon prompt receipt of all necessary information from Customer. Notwithstanding any request by Customer, Seller shall ship Goods to Customer via transportation as determined by Seller and will be subject to Seller's ability to effect transport by available means. Risk of loss shall pass to Customer at the F.O.B. point. Unloading of the Goods shall be Customer's responsibility. If, in the opinion of the delivery truck driver, it is impractical or unsafe to reach a job site, Customer agrees to provide a safe alternative location for unloading.
9. Indemnity: Except as otherwise expressly set forth in these Terms and Conditions, customer hereby releases and agrees to defend, indemnify and hold the Seller, and its respective employees and agents, harmless from and against any and all claims, losses, liabilities, damages or expenses whatsoever, including any arising from any alleged injury to person, property or business, arising from or in any way relating, directly and indirectly, to the delivery, assembly, erection, installation, use or repair of the Goods and/or any related or other claims or losses, whether or not caused by Customer and/or its agents or employees or any of their acts, omissions or negligence.
10. Customer agrees to pay reasonable storage fees if materials are stored on Seller's yard more than sixty (60) days after Seller is ready for delivery.
11. Seller will not be responsible for delays in production or delivery for any reason resulting from fire, flood, force majeure, strikes, lockouts, difference with workers, accidents, war, insurrection, delays in transportation, equipment failure, shortage of cars, trucks, fuel or materials, governmental interference or regulation, acts of God or for any other reason beyond the Seller's reasonable control. Seller reserves the right to adjust prices due to delays, shortage, or increased costs of materials or transportation.
12. **THE FOLLOWING IS IN LIEU OF ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND OF ANY OTHER OBLIGATION ON THE PART OF THE SELLER.** Seller warrants that at the time of delivery, the quality of materials will be free from defects in material and workmanship. If the goods or services furnished by Seller fail to conform, at time of delivery, to Seller's warranty, Seller's sole and exclusive liability will be to repair or replace (at Seller's discretion), f.o.b. Seller's warehouse with full freight allowed to the jobsite, or upon mutual agreement to credit Customer's account. If repair or replacement is made, Seller will have a reasonable time to make such repair or replacement. Notice of defective goods or services must be given to Seller immediately upon discovery of the defect, notwithstanding the foregoing, final notice of any defect must be given with thirty (30) days from the date of delivery of such goods or services. Seller's liability, whether under contract, in tort or otherwise shall not in any event exceed the price of the goods or services or portion of such goods or services on which such liability is based, and Customer waives any claim for amount in excess of that amount. **IN NO EVENT SHALL SELLER BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, LOSSES OR EXPENSES DIRECTLY OR INDIRECTLY ARISING FROM THE SALE, HANDLING OR USE OF THE GOODS OR FROM ANY OTHER CAUSE OR BREACH INCLUDING, BUT NOT LIMITED TO BREACH OF WARRANTY OR NEGLIGENCE.**
13. No legal action shall be brought by the Customer against the Seller for any claim with respect to any goods or services sold by Seller to Customer more than one (1) year after delivery of such goods or services to the Customer. It is agreed that any cause of action with respect to such goods or services will accrue on the date of delivery of such goods or services. If any provision hereof is held by any court of competent jurisdiction to be illegal, void, or unenforceable, such provision will be of no force and effect, but the legality or unenforceability will have no effect upon and will not impair the enforceability of any other provision of this document.
14. A counterpart of this document delivered by facsimile or electronic transmission shall be deemed an original document and be valid for all purposes. If Seller electronically stores this document, a reproduction from the scanned document shall be considered to be an original counterpart and shall be enforceable. Electronic and digital signatures may be used by either party.
15. Customer and Seller represent and agree that there are no third party beneficiaries to this document and that Customer and Seller are the sole intended beneficiaries of this document and all Sales.