

# Pure Soil Technologies \*

P.O. Drawer 556 ~ Farmingdale NJ 07727 ~ Phone: (732) 308-1113 ~ Fax: (732) 462-9626

(\*Including, but not limited to, Walter R. Earle Corporation, Pure Soil Technologies Inc., Earle Asphalt Company and their subsidiaries, divisions, affiliated companies, and associated companies.)

## Credit Application

<b>Type of Business:</b>	<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Partnership	<input type="checkbox"/> Subsidiary	<input type="checkbox"/> Division
	<input type="checkbox"/> Private Corporation	<input type="checkbox"/> Public Corporation	<input type="checkbox"/> LLC	<input type="checkbox"/> LLP

State of Registration/Formation: \_\_\_\_\_

Contractor Registration Nos. \_\_\_\_\_

### Company Information:

Company Name: \_\_\_\_\_

Physical Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### Cumulative Credit Line Requested

\$ \_\_\_\_\_

Federal Tax ID Number: \_\_\_\_\_

Billing Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

A/P Contact: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

A/P Email Address: \_\_\_\_\_

Years in Business under this name: \_\_\_\_\_

Years at this location: \_\_\_\_\_

Total employees: \_\_\_\_\_

Annual Sales Volume \$ \_\_\_\_\_

Person(s) authorized to charge: \_\_\_\_\_

### Ownership:

1) Name of Owner: \_\_\_\_\_ Title: \_\_\_\_\_ Phone: \_\_\_\_\_

Home Address: \_\_\_\_\_ SS#: \_\_\_\_\_

2) Name of Owner: \_\_\_\_\_ Title: \_\_\_\_\_ Phone: \_\_\_\_\_

Home Address: \_\_\_\_\_ SS#: \_\_\_\_\_

### Trade References:

1) Company Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ Fax: \_\_\_\_\_

2) Company Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ Fax: \_\_\_\_\_

3) Company Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ Fax: \_\_\_\_\_

4) Company Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ Fax: \_\_\_\_\_

### Bank Info:

1) Bank Name: \_\_\_\_\_ Account #: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ Fax: \_\_\_\_\_

2) Bank Name: \_\_\_\_\_ Account #: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ Fax: \_\_\_\_\_

### Bonding Company Info:

Company Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Agent Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_

Fax Number: \_\_\_\_\_

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## Credit Application

### Additional Terms & Conditions

- This contract shall be governed by the Uniform Commercial Code as adopted by the State of New Jersey, where applicable.
- **THERE ARE NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR THE INTENDED PURPOSE, AND/OR WORKMANSHIP. ALL PRODUCTS ARE SOLD "AS IS."**
- All oral or written agreements, statements or representations made by or on behalf of Pure Soil Technologies are superseded by this proposal. This contract contains in writing the entire contract between the parties hereto.
- No proposed modification, alteration, deletion or change to any of the terms of this contract shall be effective unless accepted in writing by Pure Soil Technologies. If not expressly accepted in writing, then any attempted alteration or modification to any term of this contract shall constitute a proposal which was not accepted by Pure Soil Technologies.
- If some other form of contract is necessary to be signed by Pure Soil Technologies, then in all cases, the terms and conditions of this contract shall be deemed a part of the overall contract and, in the case of conflict, supersede any other writing.
- Pure Soil Technologies and/or their credit investigation agencies may contact and receive information regarding applicant's business and creditworthiness from any sources whatsoever, including those listed on this application.
- Any past due balance or insecurity with respect to creditworthiness may be subject to a credit hold, suspension of credit, and/or requirements for COD payment.
- The waiver by Pure Soil Technologies of any breach or default of any provision of this contract shall not operate or be construed as a waiver of any subsequent breach or default.
- It is expressly understood, acknowledged and agreed that if it shall be necessary to institute suit for a breach of contract or to enforce any terms of this contract, that venue shall be in the Superior Court of New Jersey, Monmouth County, and the applicant hereby waives any objection to venue being laid in any Court other than the Superior Court of New Jersey, Monmouth County.
- If any term or provision of this contract is held or deemed to be invalid or unenforceable, in whole or in part, by a Court of competent jurisdiction, such term or provision shall be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provision of this contract.

### To be signed by the principal of applicant

These credit terms apply to any existing line of credit extended by Pure Soil Technologies and now in effect. Applicant further acknowledges the credit terms of Pure Soil Technologies and agrees to pay applicant's account in complete accordance with same. Applicable credit terms are as follows: terms of sale of all material and the provision of any goods and services unless otherwise mentioned is NET 30 days from the date of invoices. Should it become necessary to place this account in the hands of an attorney for collection, the applicant agrees to pay for any and all costs of collection, including, but not limited to, reasonable attorney's fees incurred by Pure Soil Technologies. Interest will be charged during the pendency of any legal action to collect the debt owed to Pure Soil Technologies and applicant agrees to pay all post-judgment costs of collection incurred by Pure Soil Technologies Service charges in the amount of one and a half percent (1.5%) per month (18% per annum) will be added to all unpaid balances at any time after thirty (30) days.

I hereby certify that the above provided information is true and correct and complete in all regards and that I am authorized by the applicant to make this application and bind it to these terms. I and applicant, further hereby certify that in the event that any said information changes or is modified or altered in any manner, applicant shall notify Pure Soil Technologies promptly of same.

Company Name: \_\_\_\_\_

\_\_\_\_\_  
Date

**X** \_\_\_\_\_  
Principal's Signature

\_\_\_\_\_  
Print Name & Title of Principal

#### OFFICE USE ONLY

Credit Approved      Credit Line \$ \_\_\_\_\_

Authorized by: \_\_\_\_\_  
(Signature)

Credit Disapproved      Date: \_\_\_\_\_

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## Release Form by Credit Applicant As to Bank Information and All Credit Inquiries

Date: \_\_\_\_\_

To Whom It May Concern:

\_\_\_\_\_ hereby gives written authorization for you to release all records to Pure Soil Technologies for the purpose of completing a credit application filed by this applicant with Pure Soil Technologies.

Bank account number: \_\_\_\_\_.

Branch Address: \_\_\_\_\_

Branch Contact: \_\_\_\_\_

Branch Telephone No.: \_\_\_\_\_

Bank account number: \_\_\_\_\_.

Branch Address: \_\_\_\_\_

Branch Contact: \_\_\_\_\_

Branch Telephone No.: \_\_\_\_\_

If you have any question, please feel free to contact me directly at \_\_\_\_\_.

This authorization applies to all credit bearing information held by your organization and authorizes full disclosure to Pure Soil Technologies.

Thank you in advance for your cooperation.

**X** \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title

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## Personal Guarantee of Payment of Debts of \_\_\_\_\_ (Applicant)

### Personal Information:

Home Address of Personal Guarantor #1:

Home Address of Personal Guarantor #2:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Social Security No.: \_\_\_\_\_ Phone: \_\_\_\_\_

Social Security No.: \_\_\_\_\_ Phone: \_\_\_\_\_

### Personal Guarantor Bank References:

1) Bank Name: \_\_\_\_\_ Account #: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ Fax: \_\_\_\_\_

2) Bank Name: \_\_\_\_\_ Account #: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ Fax: \_\_\_\_\_

### Personal Guarantor References:

1) Company Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ Fax: \_\_\_\_\_

2) Company Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ Fax: \_\_\_\_\_

### Personal Guarantee:

In consideration of Pure Soil Technologies extending credit and delivering merchandise to the applicant, the undersigned, jointly, separately, and in his/her individual capacity, unconditionally guarantees payment to Pure Soil Technologies Inc, for all sums owed to Pure Soil Technologies by the applicant. The applicant and the undersigned hereby agree that in the event Pure Soil Technologies find it necessary to incur costs or collection for the filing of an action to collect any amount owed to it, the undersigned and applicant shall pay all costs of collection, including costs of suit and reasonable attorney's fees. A service charge of one and a half percent (1.5%) per month (18% per annum) shall be charged at any time after thirty (30) days. Interest will be charged during the pendency of any legal action to collect the debt owed to Pure Soil Technologies and guarantor agrees to pay all post-judgment costs of collection incurred by Pure Soil Technologies. THE UNDERSIGNED ALSO UNDERSTANDS AND ACKNOWLEDGES THAT BY SIGNING AS A PERSONAL GUARANTOR HE/SHE IS ALSO PERSONALLY RESPONSIBLE FOR ANY DEBT INCURRED BY THE APPLICANT AND THAT THERE IS NO REQUIREMENT THAT PURE SOIL TECHNOLOGIES FIRST ATTEMPT TO COLLECT ANY DEBT FROM THE APPLICANT, PROVIDE ANY NOTICE OF NON-PAYMENT, OR MAKE ANY PAYMENT DEMAND. Please take notice that by executing this guarantee of payment, the guarantor is individually and separately liable for the debts and obligations of the applicant to Pure Soil Technologies. Pure Soil Technologies specifically rely upon the guarantors' promises herein and creditworthiness in extending credit to the applicant. The guarantor agrees, confirms, and acknowledges that their personal guarantee applies to all materials and services obtained from any of The Earle Companies.

#### Personal Guarantor #1:

\_\_\_\_\_  
Full Name of Personal Guarantor

**X**  
Signature

\_\_\_\_\_  
Print Name

Sworn to and subscribed before me

This \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
Notary Public

#### Personal Guarantor #2:

\_\_\_\_\_  
Full Name of Personal Guarantor

**X**  
Signature

\_\_\_\_\_  
Print Name

Sworn to and subscribed before me

This \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
Notary Public

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## Corporate Guarantee of Payment of Debts of \_\_\_\_\_ (Applicant)

### Company Information:

Company Name: \_\_\_\_\_

Federal Tax ID Number: \_\_\_\_\_

Name/ Address of Corporate Guarantor:

Billing Address of Corporate Guarantor:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Guarantor's State of Registration: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

### Corporate Guarantor Bank References:

3) Bank Name: \_\_\_\_\_ Account #: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ Fax: \_\_\_\_\_

4) Bank Name: \_\_\_\_\_ Account #: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ Fax: \_\_\_\_\_

### Corporate Guarantor References:

3) Company Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ Fax: \_\_\_\_\_

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### **Corporate Guarantor:**

\_\_\_\_\_  
Name of Corporate Guarantor (Business Name)

X \_\_\_\_\_

Signature

\_\_\_\_\_  
Print Name / Title

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Branch Address: \_\_\_\_\_

Branch Contact: \_\_\_\_\_

Branch Telephone No.: \_\_\_\_\_

Bank account number: \_\_\_\_\_.

Branch Address: \_\_\_\_\_

Branch Contact: \_\_\_\_\_

Branch Telephone No.: \_\_\_\_\_

If you have any question, please feel free to contact me directly at \_\_\_\_\_.

This authorization applies to all credit bearing information held by your organization and authorizes full disclosure to Pure Soil Technologies.

Thank you in advance for your cooperation.

**X** \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title

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## Credit Application

Material Delivery Authorized Signature Waiver by Buyer and Agreement as to Lien Law Rights:

The New Jersey Construction Lien Law, as well as the laws for Mechanic's Liens and Construction Liens in other states such as Pennsylvania and New York, may include requirements for the buyer to have an authorized representative on site and/or sign for deliveries which is not always practical or feasible. Buyer hereby waives any such requirement of having an authorized person present when deliveries are made and/or to sign for the deliveries. Buyer agrees that, as more fully set forth below, Pure Soil Technologies may rely upon its delivery tickets for materials delivered to buyer regardless of who signs on behalf of the buyer or even if the tickets are not signed.

Buyer understands that any discrepancies in delivery must be communicated in writing to Pure Soil Technologies Inc within twenty-four hours following the receipt of the delivery. If no such communication in writing occurs, it will be understood that:

- The delivery was accepted.
- The delivery ticket serves as our contract.
- Buyer is obligated to pay for the materials in accordance with this credit agreement.
- Pure Soil Technologies Inc may rely upon its delivery tickets in filing a Construction Lien Claim or Mechanic's Lien in any state or jurisdiction which may apply.

To the extent that lien rights may be validly waived by a contractor or subcontractor, under the New Jersey Construction Lien Law or the laws for Mechanic's Liens and Construction Liens in other states such as Pennsylvania and New York, no such waivers shall be signed by buyer which limit in any way the legal right of the Pure Soil Technologies Inc to file a lien claim in any state or jurisdiction which may apply.

Company Name: \_\_\_\_\_

X \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name & Title