

The Earle Companies

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, affiliated companies and associated companies.)

Credit Application

Type of Business:	<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Partnership	<input type="checkbox"/> Subsidiary	<input type="checkbox"/> Division
	<input type="checkbox"/> Corporation in State of _____		<input type="checkbox"/> LLC	<input type="checkbox"/> LLP

Company Information:

Company Name: _____

Physical 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: _____

Cumulative Credit Line Requested

\$ _____

Federal Tax ID Number: _____

Billing Address: _____

Ownership:

1) Name of Owner: _____ Title: _____ Phone: _____

Home Address: _____ SS#: _____

2) Name of Owner: _____ Title: _____ Phone: _____

Home Address: _____ SS#: _____

3) 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: _____

Bank Reference:

1) Bank Name: _____ Account #: _____ Phone: _____

Address: _____ Fax: _____

2) Bank Name: _____ Account #: _____ Phone: _____

Address: _____ Fax: _____

Bonding Reference:

Company Name: _____

Phone Number: _____

Address: _____

Fax Number: _____

Agent Name: _____

Phone Number: _____

Address: _____

Fax Number: _____

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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 delivery must be communicated in writing to The Earle Companies 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.

X _____
Authorized Signature

Print Name & Title

Additional Terms & Conditions

- All oral or written agreements, statements or representations made by or on behalf of The Earle Companies are superseded by this proposal. This contract contains in writing the entire contract between the parties hereto. 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 workmanship.
- No proposed modification, alteration, deletion or change to any of the terms of this contract shall be effective unless accepted in writing by The Earle Companies. 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 The Earle Companies.
- This contract shall be governed by the Uniform Commercial Code of the State of New Jersey, where applicable.
- If, as a result of this proposal, some other form of contract is necessary to be signed by The Earle Companies, 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.
- The waiver by The Earle Companies 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 buyer 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

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. 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 The Earle Companies promptly of same.

Applicant further acknowledges the credit terms of The Earle Companies 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 buyer agrees to pay for any and all costs of collection, including, but not limited to, reasonable attorney's fees incurred by The Earle Companies. Services charges in the amount of two percent (2%) per month (18% per annum) will be added to all unpaid balances after thirty (30) days.

Applicant further acknowledges that these credit terms apply to any existing line of credit extended by The Earle Companies and now in effect.

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 The Earle Companies for the purpose of completing a credit application filed by this applicant with The Earle Companies.

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 The Earle Companies.

Thank you in advance for your cooperation.

X _____
Signature

Print Name and Title

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Guarantee of Payment of Debts of _____ (Applicant)

Company Information:

Company Name: _____ Federal Tax ID Number: _____

Name/Home Address of Personal Guarantor: _____ Billing Address of Personal Guarantor: _____

Social Security Number: _____ Phone: _____ Fax: _____

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 Guarantor:

In consideration of The Earle Companies extending credit and delivering merchandise to the applicant, the undersigned, jointly, separately, and in his/her individual capacity, guarantees payment to The Earle Companies, for all sums owed to The Earle Companies by the applicant. The applicant and the undersigned hereby agree that in the event The Earle Companies finds 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 two percent (2%) per month shall be charged after thirty (30) days. (Twenty four percent 18% per annum). Interest will be charged during the pendency of any legal action to collect the debt owed to The Earle Companies. 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. 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 The Earle Companies. The Earle Companies 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, their subsidiaries, affiliated companies and/or their associated companies.

Corporate Guarantor:

Name of Corporate Guarantor (Business Name)

X _____
Signature

Print Name / Title

Personal Guarantor:

Name of Personal Guarantor

X _____
Signature

Print Name

Sworn to and subscribed before me

This _____ day of _____ 20 _____

Notary Public of New Jersey

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Branch Address: _____

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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 The Earle Companies.

Thank you in advance for your cooperation.

X _____
Signature

Print Name and Title