

ERIE GROUP OF COMPANIES
Erie Materials, Inc., Erie Trucking, Inc., Erie Blacktop, Inc., Erie Construction, Inc.
P.O. Box 2308 4507 Tiffin Avenue
Sandusky, Ohio 44870
Phone: (419) 625-7374 Fax: (419) 625-5751

BUSINESS/COMMERCIAL CREDIT APPLICATION

Type of Business: Sole Proprietor Partnership Corporation

Name of Business:			
Billing Address:			
Telephone:		Fax No.	

Federal I.D. Number		Number Of Years In Business	
---------------------	--	-----------------------------	--

Bank Name	Contact Person	Telephone No.	Account No.

Proprietor/General Partners/Corporate Officers

Name	Address	Telephone	Soc. Sec. No.

Continue on back for more Principals or Officers.

Trade References:

Name	Address	Telephone No.	Fax No.

BANK REFERENCE

Bank Name _____ Account No. _____ Contact _____

Address: _____

Phone _____

Fax _____

I hereby authorize my bank/trade references to release my ratings and payment records to Erie Group of Companies.

SIGNATURE

DATE: _____

CREDIT TERMS AND CONDITIONS

Credit terms are net 30 days (unless otherwise indicated). Buyer hereby agrees that any amount remaining unpaid after such date will incur a service charge of 1 ½ % (monthly) on the unpaid balance, until paid in full, plus any and all collection costs and attorney fees incurred to collect unpaid balance, and Buyer hereby agrees to pay all said charges upon demand

CONSENT TO CREDIT INVESTIGATION – AGREEMENT TO PROMPTLY DISCLOSE MATERIAL CHANGES

The applicant herein referred to as "Buyer", consents and agrees that Erie Group of Companies may conduct a full and complete credit investigation of Buyer. This consent shall survive throughout the entire term Buyer purchases materials, trucking, and/or services from Erie Group of Companies. Additionally, Buyer covenants and agrees to properly disclose to Erie Group of Companies any material changes in Buyer's financial and /or credit status.

PAYMENT TERMS – INTEREST, ATTORNEY'S FEES AND COSTS OF COLLECTION AND DEFENSE

1. I/We will pay the full purchase price of all materials, trucking, and/or services within thirty (30) days of the invoice date. The invoice date will be shown on each bill. I understand that I do not have the option of carrying any portion of such balance beyond the thirty (30) day period. If Buyer fails to pay in full within thirty (30) days from date of invoice for any Erie Group of Companies' products, services, or furnishings to Buyer, then Buyer shall be liable to Erie Group of Companies for interest on any unpaid balance at the rate of 1 ½% per month (18% per annum). Buyer shall also pay to Erie Group of Companies and Erie Group of Companies shall be entitled to recover from Buyer, reasonable attorney fees, expert and consultant's fees, litigation filing fees, and other costs incurred by Erie Group of Companies to collect the unpaid balance from Buyer.

2. If I/We do not make full payment within thirty (30) days of invoice date, I understand that a lien may be filed against the property for which the materials, trucking, and/or services were purchased. I also understand that I may not be permitted to make further purchases until payment in full is made on any balance, which I owe.

SUBSEQUENT PURCHASES AND DELIVERIES

The terms and conditions of this agreement shall apply to any and all purchases by Buyer (whether present or future) until this agreement is revoked or amended in writing by Erie Group of Companies. Buyer understands and agrees to take full responsibility for any and all purchases on or for Buyer's account pursuant to the terms of this agreement. No terms and conditions in any purchase order or confirmation of Buyer shall supersede, alter, or amend any of the terms and conditions of this agreement unless the same is signed and acknowledged by an officer of Erie Group of Companies.

SECURITY

Buyer hereby grants Erie Group of Companies a purchase money security interest in the materials or products furnished to the Buyer. If the Buyer defaults in payment, the seller may declare all sums payable by the Buyer hereunder immediately due and payable and the seller may replevin the materials or product and/or exercise all rights and remedies of a secured party under the Uniform Commercial Code.

DISCLAIMER OF WARRANTIES, INTEGRATION CLAUSE, AND LIQUIDATED DAMAGES

ERIE GROUP OF COMPANIES MAKES NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, REGARDING THE QUALITY AND/OR FITNESS OF THE MATERIALS AND PRODUCTS THAT ERIE GROUP OF COMPANIES FURNISHES TO BUYER UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND/OR MERCHANTABILITY. ERIE GROUP OF COMPANIES EXPRESSLY DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES RELATING TO THE PRODUCT(S) SOLD AND/OR DELIVERED TO BUYER. ALL PRODUCTS DELIVERED AND SOLD ARE STRICTLY "AS IS." BUYER UNDERSTANDS AND AGREES THAT THIS IS THE ENTIRE AGREEMENT BETWEEN BUYER AND ERIE GROUP OF COMPANIES. THERE ARE NO OTHER AGREEMENTS OR REPRESENTATIONS BY ERIE GROUP OF COMPANIES. ERIE GROUP OF COMPANIES DISCLAIMS ANY RESPONSIBILITY TO COMMENT ON THE DELIVERY SITE CONDITIONS, AND BUYER AGREES THAT ERIE GROUP OF COMPANIES HAS MADE NO REPRESENTATION AS TO WHETHER DAMAGE WILL OCCUR. ERIE GROUP OF COMPANIES SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, OR LIQUIDATED DAMAGES. In the event that this disclaimer is unenforceable, in whole or in part, then Erie Group of Companies liability shall in no event exceed the value of the allegedly defective or non-conforming materials or products, or \$500.00; whichever is less.

CONTINUING REQUEST FOR COPY OF NOTICE OF COMMENCEMENT

Erie Group of Companies requests, pursuant to O.R.C. 1311.04 that Buyer furnish Erie Group of Companies with a copy of the Notice of Commencement for all projects or improvements for which Erie Group of Companies is furnishing materials, services or products to a Buyer, or into which Buyer incorporates Erie Group of Companies products and materials. Buyer shall deliver a copy of each Notice of Commencement to Erie Group of Companies at the time of pick-up or delivery of Erie Group of Companies products or deliveries, or within three (3) business days thereafter. This request shall be considered continuing in nature during the life of this agreement, and it shall apply to each project or improvement for which Buyer secures materials, products or services from Erie Group of Companies. Erie Group of Companies, at its sole discretion, may suspend deliveries and sales to Buyer **if Buyer fails at any time to comply with this paragraph.**

NO GUARANTY OF CREDIT

Buyer understands and agrees that this agreement is subject to acceptance of Erie Group of Companies and that Erie Group of Companies is not warranting or representing that it will furnish credit to Buyer. Erie Group of Companies shall at any time, have the right to demand cash from Buyer on delivery, or convert Buyer's account to C.O.D., or refuse to sell to Buyer, at Erie Group of Companies' discretion. This agreement is at will of Erie Group of Companies and it may be terminated by Erie Group of Companies at any time, with or without fault on the part of the Buyer.

DISCLAIMER FOR MATERIAL DELIVERY TICKETS

Buyer agrees to promptly provide a signature on each delivery ticket acknowledging each delivery. It is Buyer's responsibility to have an authorized representative on site for the purpose of providing such signature. Buyer shall be responsible for all delay costs or demurrage charges if such individual is unavailable at time of delivery. **Buyer waives all defenses or claims of non-delivery if such signature is not provided at time of delivery.**

Buyer certifies that the above information is true, accurate and complete, and Buyer acknowledges and accepts without reservation the terms and conditions set forth above.

Signature Title Date

Signature Title Date