



1920 12th Street (Rt. #54), Williamstown, NJ 08094
 Phone: **800-642-3755** Fax: **877-561-5786**

Application and Agreement for Credit and Standard Terms and Conditions of Sale

Legal Business Name: _____ A/P Contact Name: _____

Trade Name or DBA: _____ A/P Contact E-Mail: _____

Business Address (street) _____ City: _____ State: _____ Zip: _____

Mailing Address: _____ City: _____ State: _____ Zip: _____

Business Phone: _____ Business Fax: _____ Cell Phone: _____

Federal Tax ID #: _____ Contractor License #: _____ Expiration Date: _____ In Business Since: _____
 (or State Bus. Lic. if n/a)

Bonding Company: _____ Bond #: _____ Amount \$: _____

Bonding Co. Address: _____ Phone #: _____

Bank Name: _____ Branch & Phone #: _____ Fax #: _____

Bank Account #: _____ Name of Officer: _____ Credit Amount Requested: \$ _____

In order to acquire the necessary information from your bank to process your credit application, we need you to sign this release.

I, _____ from: _____
 Hereby give my authorization to give information needed to Oldcastle Pipe, on any or all of the accounts listed above.

Do You Require Purchase Orders? ____ YES ____ NO Are You Tax Exempt? ____ YES ____ NO (If YES, Send Tax Cert)

OWNERS OF BUSINESS, IF PARTNERSHIP OR SOLE PROPRIETORSHIP: (Circle One):

Name	Social Security #	Home Address	Spouse's Name

CORPORATION: Date of Incorporation: _____ State of Incorporation: _____

Title	Name	Home Address	Social Security #
President			
Vice Pres			
Sec./Treas.			

List Principal Suppliers/Trade References/Credit References Below:

Firm Name and Address	Contact Name	Phone/Fax

The following Standard Terms and Conditions of Sale are an integral part of every OLDCASTLE PRECAST, INC. (hereinafter "SELLER") product offering, catalog, proposal or quote. The Standard Terms and Conditions of Sale shall apply to all sales by SELLER unless alternate terms are enumerated in writing and specifically acknowledged as superseding SELLER's Standard Terms and Conditions of Sale and approved by both SELLER and the PURCHASER in writing.

OLDCASTLE PRECAST, INC., STANDARD TERMS AND CONDITIONS OF SALE

1. This proposal is subject to the terms and conditions stated herein, and upon acceptance of this proposal, the entirety of these terms and conditions shall become part of the Purchase Order CONTRACT between SELLER and the PURCHASER. PURCHASER certifies that it has examined, and is fully familiar with all terms and conditions of this CONTRACT, and that PURCHASER enters into this CONTRACT with full knowledge of said terms and conditions. The CONTRACT also expressly incorporates by this reference the Credit Application, if any, executed by PURCHASER and SELLER associated with SELLER's grant of credit to PURCHASER.
2. **[Material Delivery.]** Unless otherwise noted, prices include delivery F.O.B. Job Site, trucks with maximum legal loads. F.O.B. Job Site means truck delivery as close to the job or accessible storage area as practical, with the truck operating under its own power. PURCHASER agrees to provide suitable access for SELLER's delivery trucks (without pushing or towing of the truck), traffic control and labor (at least two (2) men) to assist in the off-loading of the materials. PURCHASER further agrees that the installation location will be properly prepared and ready to receive the materials at the time specified. Standby time in excess of one (1) hour from the time of arrival of SELLER's trucks at the designated point will be charged to the account of the PURCHASER.
3. **[Risk of Loss.]** When materials are specified to be sold F.O.B. Plant, delivery of said materials shall be accomplished at SELLER's plant, and PURCHASER shall bear all risks of loss, damage, injury or liability associated with transportation and placement of said materials. When materials are specified to be sold F.O.B. Job Site, delivery of said materials shall be accomplished at the job site, and PURCHASER bears all risk of loss or damage to said materials once delivery is accomplished by SELLER.
4. **[Payment Terms.]** Unless otherwise specified and subject to PURCHASER's credit approval, payment for materials furnished or installed under this CONTRACT is due thirty (30) days after their receipt by PURCHASER, without any retention. If PURCHASER fails to make payment within thirty (30) days, interest will accrue on the unpaid balance at 1.5% per month (or maximum allowed by the state laws of the SELLER's place of business), compounded monthly.
5. **[Security Interest.]** In the event that PURCHASER fails to make timely payment for the materials specified hereunder, SELLER reserves a security interest in all materials sold hereunder. In the event that PURCHASER breaches this CONTRACT, SELLER reserves the right to take repossession and title to said materials.
6. **[Submittal Approval.]** Unless otherwise stated, the materials sold under this CONTRACT are pre-engineered products which are manufactured in accordance with standard catalog data, and were not intended for unusual or specific application. In the event that PURCHASER requires specially engineered materials, production of said materials shall be accomplished in accordance with approved shop drawings signed by PURCHASER or his agent. SELLER has no obligation to procure materials or fabricate products for SELLER until shop drawing is approved in writing.
7. **[Warranties.]** All work shall be guaranteed by SELLER for a period of one (1) year after installation unless otherwise expressly specified in writing against defective workmanship or materials. Unless otherwise indicated, SELLER PROVIDES NO EXPRESS OR IMPLIED WARRANTIES REGARDING THE SUITABILITY OR MERCHANTABILITY of said materials, other than as imposed by law, and expressed by this CONTRACT. No agent, employee or representative of SELLER has authority to bind SELLER to any affirmation, representation or warranty concerning the materials sold under this CONTRACT, unless and until said affirmation, representation or warranty is expressed in writing. No statement of fact, promise, representation, affirmation or other indication has been made with respect to the performance of said goods, other than that which appears on this CONTRACT. The description of the goods contained within this CONTRACT is the sole basis for this CONTRACT, and no statement or representation, other than those embodied herein, have been made or relied upon. UNLESS EXPRESSLY MADE HEREIN, NO EXPRESS OR IMPLIED AFFIRMATION, REPRESENTATION OR WARRANTY HAS BEEN MADE THAT SAID MATERIALS COMPLY WITH ANY CODE OR ANY PROJECT SPECIFICATION.
8. **[Notice regarding Defective Materials.]** Should the materials delivered hereunder not conform with the requirements of this CONTRACT, or be otherwise defective, PURCHASER shall provide written notice to SELLER within forty-eight (48) hours of PURCHASER's initial knowledge of said defect. If PURCHASER fails to provide said written notice within this period, PURCHASER agrees to waive and relinquish all claims for replacement and repair of said defective materials. In the event that said materials fail to comply with the requirements of this CONTRACT, and PURCHASER provides timely written notice, SELLER will repair or replace the defective materials with conforming goods within a reasonable period of time. In the event that SELLER fails to adequately repair or replace said materials, PURCHASER's sole and exclusive remedy shall be the replacement or repair costs of said defective materials, but not any delays, disruption or other impact damages.
9. **[Safety.]** PURCHASER agrees to provide a safe delivery site and comply with all Federal, state and local safety requirements. PURCHASER further agrees to hold SELLER harmless and to defend any and all actions, claims, suits or proceedings that may subject SELLER to liability due to PURCHASER's failures to properly handle the product or provide a safe delivery site.
10. **[PURCHASER's Bankruptcy.]** Should PURCHASER become bankrupt or insolvent during the period covered by this CONTRACT, SELLER may immediately terminate this CONTRACT by written notice to PURCHASER. This termination shall not prejudice SELLER's rights to the amounts then due under this CONTRACT.
11. **[Merger Clause.]** This document constitutes the entire CONTRACT between SELLER and PURCHASER with respect to the product, and it exclusively determines the rights and obligations of these parties thereunder, notwithstanding any prior course of dealings, custom or usage of trade, or course of performance.
12. **[Choice of Law.]** This CONTRACT and all the rights and obligations of the parties thereunder, shall be governed by the laws of the state where the SELLER's place of business is, at which this CONTRACT was first prepared, and the Uniform Commercial Code. The exclusive and sole venue for resolution of any disputes which arise under this CONTRACT shall be within a court of competent jurisdiction within the county and state of SELLER's place of business, from which this CONTRACT was first prepared, or at the option of SELLER, the county in which the materials are used or incorporated into a work of improvement.
13. **[No Damages for Delay.]** PURCHASER agrees that, in further consideration of the compensation set forth herein, SELLER will not be liable, absent any actual fraud or intentional tortious conduct, for any damages or costs incurred by PURCHASER due to delays in the approval, delivery and/or installation of said materials.
14. **[Qualified Acceptance.]** This proposal must be accepted on its exact terms. If additional or different terms are proposed by PURCHASER, its response shall constitute a counter-offer and no CONTRACT shall come into existence without SELLER's written assent to the counter-offer terms.
15. **[Written Modification.]** SELLER and PURCHASER agree that this CONTRACT may only be modified or altered by an instrument in writing signed by both parties.
16. **[Severability Clause.]** If any clause of this CONTRACT is held by a court of competent jurisdiction to be void or unenforceable, the remainder of the CONTRACT terms shall remain in full force and effect, and shall not be affected.

