Consolidated Joint Application For Extension of Credit

The applicant understands and acknowledges that this application shall serve as a joint application for credit for which the applicant hereby makes application to each company.

Cranesville Block Co., Inc.
Drum Ready Mix Company, Inc.
Eastern Materials LLC
Fulmont Ready Mix, Inc.
Glens Falls Ready Mix, Inc.
Cushing Stone Co., Inc. & Other Material Producing Companies.

Remit To:
Cranesville Block Co., Inc.
1250 Riverfront Center
Amsterdam, NY 12010
Phone: 518-684-6004
Fax: 518-627-9169

The information provided herein will be relied upon by the above supplier companies when granting credit for the purchase of material from any of the above suppliers. Applicant represents that the information contained herein is true and understands that Seller shall be relying on this information in arriving at a determination to extend credit. Seller expressly reserves the right to suspend credit at its sole discretion and without notice to purchaser. Please complete the following information.

APPLICANT INFORMATION

Company Name | Billing Address
City | State | Zip | Phone
Type of Business | # of Employees | Ann. Sales ($)
◯ Corporation ◯ Partnership ◯ Propriertorship/DBA ◯ LLC

PRINCIPALS INFORMATION

Name | Title | Home Address
City | State | Zip | Home Phone
D.O.B. | SSN | Drivers License Number | email

eBILLING

Billing email (A valid email address for invoices and statements to be sent) ◯ I do NOT want eBILLING

TRADE REFERENCES (ACCOUNTS USED WITHIN LAST YEAR)

Name | Address | Phone | Acct. #
Name | Address | Phone | Acct. #
Name | Address | Phone | Acct. #
Bank | Branch Acct. # | Zip | Acct. #

Please enclose latest Financial Statement if applicable.

AMOUNT OF REQUESTED ($)

It is expressly understood that the extension of credit for the purchase of goods, if granted, will be expressly subject and contingent to the terms and conditions of sale printed on the reverse side of this application and or any subsequent pages of this application. I hereby consent to a business and/or consumer credit search by credit agencies of sellers choice.

Date | Corporate Signature | Name | Title

PERSONAL CONTINUING GUARANTY

I hereby personally guaranty as an officer and in an individual capacity any and all debt incurred as a result of the purchase of material from the selling companies by any agent, employee or representative of the applicant. I hereby understand and agree that this personal guaranty is a continuing guaranty not limited to the amount of credit requested above. I hereby agree to pay interest at 1.5% per month (18% per annum) on all outstanding invoices extending beyond 30 days from time of sale. I also agree to be responsible for payment of reasonable attorney fees equal to the sum of 33 1/3% of any delinquent indebtedness referred to an attorney for collection. I hereby consent and authorize investigation by Seller into the banking and trade references listed herein and further consent to a business and consumer credit agencies of Sellers choice. Guarantor's obligations hereunder shall not be impaired or released in any manner whatseover in the event: (i) Guarantor's relationship to Purchaser changes; and/or (ii) Purchaser is sold, ceases doing business, is dissolved, or otherwise changes its status. No release of Guarantor hereunder shall be valid unless it is in writing signed by an authorized representative of Seller. *Two signatures required for partnerships.

"GUARANTOR"

Signature
Print Name
SSN
Date of Birth
Home Address
Date

Please return original signed application to above address.

"GUARANTOR"

Signature
Print Name
SSN
Date of Birth
Home Address
Date

TERMS AND CONDITIONS OF SALE

A. Purchaser agrees to purchase material pursuant to those terms and conditions of the seller's proposal for the sale and furnishment of material which applicant hereby acknowledges as having been received, read and understood. All monetary payments made "on account" will be applied and assigned to those invoices selected in the sole discretion of Seller. The venue for any and all disputes arising out of the sale, delivery, and/or placement of materials and/or services between the parties shall be venued in Montgomery County, New York. Seller reserves the right to change venue in its sole discretion to any county within New York State. Offered prices are based on deliveries between 7:00 a.m. and 4:00 p.m. Monday through Friday. Other charges will apply to deliveries made on Saturday, Sunday or any official holiday of our labor force.

B. It is understood and agreed upon that there shall be additional charges levied at the applicable plant rate for truck waiting time exceeding a time period of six (6) minutes per yard for the discharge materials and/or services. Truck waiting time charges shall be levied at a rate of $2.00 per minute in excess of the above noted time. Truck waiting time is calculated from"At Job" to "Stop Pour." A short load truck charge shall be levied for all concrete loads under 7 yards in accordance with schedules offered to the customer. The cost of the above charges and admixtures, included but not limited to water reducers, retarders, fibers, colors, calciums, non-chlorides, hot water, etc., shall be subject to modification without notice at the sole discretion of seller. All product sales from listed companies and subsidiaries are FOB seller's plant.

C. Purchaser acknowledges and accepts the assessments of additional charges for vehicular waiting time, applicable for delivery of product other than ready mixed concrete, (for example but not limited to, block, aggregate, precast, etc.) exceeding a thirty (30) minute delivery time period at the site of product discharge. Vehicular waiting time charges shall be assessed at a rate of $150.00 per hour, in 15 minute increments, beyond the established delivery time period. Additional and separate charges may be assessed for less than full vehicular loads. The cost of all additional charges shall be subject to modification without notice at the sole discretion of sellers.

D. Terms and Conditions of Sale. Prices as offered do not include state, county or city sales tax. All invoices are due net 30 days from delivery unless alternate arrangements are granted, in writing, by Seller; invoices remaining delinquent beyond 30 days shall bear a 1 1/2% monthly finance charge (18% per annum); Purchaser hereby accepts liability and responsibility for payment of reasonable attorneys fees, costs and expenses incurred by Seller in recovering any delinquent indebtedness referred to an attorney for recovery. The purchaser will within 45 days after receipt of invoice, inform by mail any dispute with the invoice, price, quality or quantity of the product(s). The purchaser agrees to be responsible for all purchases that are ordered on its account and any resulting finance charges. The purchaser agrees to reimburse seller for any costs, including filing of mechanic's liens and or attorney's fees incurred by seller for defending itself against any successful or unsuccessful legal action brought by purchaser.

E. Concrete Blocks, Septic Tanks, Drywells, Barrier Block, Landscape Block and other precast concrete products are sold and shipped FOB seller's plant. Seller is not liable for minor chips and/or cracks in concrete block, which may exist in a volume up to five to ten (5-10%) percent of the block per pallet load. A pallet charge shall be assessed and shall be refundable in Seller's discretion and refundable only if such pallet is returned in an undamaged condition.

F. Septic Tanks, Drywells, Concrete Barrier Block, Landscape Block and other precast concrete products may be manufactured with excess concrete and shall not be governed by a specific compressive strength unless specifically addressed in the offer. The Seller is not liable for structural integrity issues, deterioration or collapses for which the Purchaser did not ascertain a Professional Engineers (PE) stamped approval plan prior to purchase and placement of material. Such plan should specify the needed compressive strength to satisfy the project requirements.

G. SELLER DISCLAIMS ANY AND ALL EXPRESS WARRANTIES RELATING TO THE MATERIALS OR SERVICES. SELLER DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY RELATING TO THE MATERIALS OR SERVICES. SELLER DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF FITNESS FOR THE PARTICULAR PURPOSE EXTENDED TO OR RELATING TO THE MATERIALS AND/OR SERVICES.

H. The purchaser agrees to provide suitable roadways or approaches to points of delivery other than on paved streets. Access to the project and individual delivery locations must be such that normal drive ready mixed, boom, tanker, tri-axle or tractor trailer trucks can maneuver under their own power at all times. The Seller reserves the right to stop deliveries if the roadways or approaches are unsatisfactory to him. Any special equipment required to move seller's equipment while on the purchaser's job site will be the responsibility of purchaser subject to seller's approval as to equipment to be utilized. If the Purchaser orders deliveries beyond the curb line, the Purchaser assumes all liability for damage to sidewalks, driveways or other property and agrees to indemnify the Seller against all liability loss and expense incurred as a results of such delivery, including damage to the Seller's equipment and loss of time, for any damage, direct or indirect, resulting from the delivery. The purchaser will mark out and make the seller's driver directly aware of any and all safety hazards, either known by the purchaser or should have been known by the purchaser through a reasonable inspection of the premise.

I. The purchaser must give the seller advance notice of the requested date and time of delivery of purchased product. The seller will not be held responsible for failure to make delivery due to circumstances beyond its control, such as but not limited to; equipment failure, strikes, labor problems, accidents, lack of raw material, adverse weather, fire, flood, inaccessible site, plant failure, truck failure, equipment failure or any other failure that renders service to purchaser impossible or impracticable or actions of third parties and any foreseeable or unforeseeable event that the seller determines was beyond its control.

J. Purchaser is responsible for companies with all local, state and federal safety requirements. Purchaser shall fully indemnify seller from any violations of safety requirements, which results, directly or indirectly, from acts or omission of the purchaser or its agents, servants or employees. Purchaser hereby expressly agrees to hold harmless and fully indemnify Seller from any and all damages incurred by seller or purchaser as a result of the delivery of concrete for and on behalf of purchaser.

K. Purchaser will have the right to inspect the goods upon receipt of delivery while goods are still on the truck. Purchaser must reject goods immediately after receipt of delivery with just cause and signed documentation detailing witnessed issue. Failure of purchaser to comply with these conditions will constitute irrevocable acceptance of the goods by purchaser. Purchaser accepts payment liability for all material ordered and subsequently canceled.

L. All special order products that are requested by purchaser become the property and responsibility of the purchaser the moment the goods are ordered by Seller. Purchaser is bound to unconditionally pay for the special order products as soon as the products are ordered. All Specially manufactured material shall not be returnable. Quantities listed in Purchase Order shall be considered a minimum order. Purchaser acknowledges and agrees that all presiding product quotations, oral or otherwise, shall be deemed to have incorporated the terms and conditions of sale set forth within this agreement.

M. The terms and conditions of the Consolidated Joint Application for Extension of Credit (CJAEC) and or delivery ticket and or offer and or Terms and Conditions of the "quote" shall wholly control the terms of product sale and shall not be superseded by any other preceding or subsequent agreement unless each such superseded term is expressly stated and agreed upon in writing signed by Seller. Seller will not accept terms of any Purchase Order which incorporate by reference terms and conditions of a separate and distinct agreement. This agreement shall be interpreted under the laws of the State of New York. Any purchase order not signed by an authorized Company representative will be invalid, regardless of commencement of delivery. Seller objects to any different terms and conditions contained in any purchase order or any other document sent by buyer.

N. Purchaser agrees that a $30.00 fee will be imposed by Seller for any returned check (General Obligations Law 5-328). In addition if purchaser fails to pay for a dishonored check after having been given proper notice, it may be sued for the value of the check plus double damages up to $750.00 (General Obligations Law 11-104).

O. Purchaser acknowledges that it has or will obtain from Seller's website, www.cranesville.com, a Safety Data Sheet (SDS) prior to the acceptance and use of all products. Failure of purchaser to obtain the SDS is a direct waiver, with prejudice, of all rights and remedies at law that purchaser may have now or will have in the future against Seller.

P. Purchaser acknowledges that any changes made to the CJAEC will supersede any prior CJAEC. It is understood that the seller's delivery of goods to the purchaser constitutes the purchaser's acceptance of the Offer and the terms and conditions of the CJAEC in the absence of the buyer's signature. It is also understood that any offer or delivery ticket that fails to disclose necessary terms and conditions will be governed by the CJAEC.

Q. If an offer is issued by seller to purchaser for any project, and seller commences delivery of the material(s), purchaser agrees they will not purchase from a different party the same or similar materials and quantities, unless at least 50% of the offered material(s), are deemed defective thirty (30) days after placement of the material(s). Notwithstanding defective material(s), if purchaser chooses to breach the contract and purchase the material(s) and quantities from another party, it agrees to pay seller for all of the undelivered contracted for material(s).

R. The Seller will exercise diligence which is normal and customary within the industry to assure that its products meet all acceptance criteria upon arrival at the site. The Seller has no control over the acceptance testing procedures or equipment and hence assumes no liability concerning the possible rejection of concrete or block.

S. A reasonable time shall be allowed for mix design development when necessary. Seller shall have no liability for work performed prior to mix design approval. Purchaser shall provide and area on job site for mixer washout and excess concrete ordered.

T. In the event of a claim or back charge, the maximum amount of such claim shall not be greater than the cost of the products supplied during the instance of the event creating the back charge. Warranty is limited to supply of replacement material, or credit for cost of same material, at our option.

U. The products have been designed to attain the indicated compressive strengths in accordance with recognized testing methods and standards, field results may differ substantially due to variables such as waiting time, placing methods, weather, handling after placement, addition of outside materials by buyer or request of buyer, such as water, and other variables beyond the control of the Seller. The Seller hereby disclaims any liability and/or warranty; expressed or implied should the buyer not use proper testing, placing and curing methods (ACI-ASTM). Seller shall not be held responsible for the slump, strength or quality of any concrete to which water or any other material has been added pursuant to purchaser's acts or requests. Seller does not guarantee the quality of the finished product since extraneous factors beyond its control impact upon the final product. Seller shall not be responsible for any resultant "dusting, scaling, cracking, honeycombing, popout, or flaking" of the in-place finished concrete due to actions by the buyer or request of buyer or environmental factors and activities beyond the seller's control. Additionally the Seller shall not be responsible for finishing errors where the Purchaser did not adhere to reasonable placement, consolidating and finishing standards of (ACI 302 and ACI-ASTM).

V. **Waiver of Consequential Damages: Purchaser, for good and valuable consideration, and as condition of purchase, waives against Seller any and all damages arising directly, or as a consequence of, Sellers providing defective or non-conforming goods. Such waiver shall include damages arising as a direct or indirect result of costs, or property damage, to adjoining work caused or created by non-conforming or defective product provided by seller.**