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An AGGREGATE INDUSTRIES PLC Company

- BARDON, INC.
 - Eco-Rok of Maryland
 - E.L. Gardner
 - Merit Concrete
 - Rockville Crushed Stone
- Mid Atlantic Materials, Inc.
- Millville Quarry, Inc.
- Silver Hill Materials II, LLC
- Super-Concrete Corp.

Credit Application

Web Version

Date _____

Legal Name of Applicant _____

Street Address _____ P.O. Box _____

City, State, Zip _____ Office Phone _____

Partnership Individual Corporation State of Incorporation _____

Years in Business _____ Date of Incorporation _____

	PRESIDENT / PRINCIPAL	VICE PRESIDENT / PRINCIPAL	SECRETARY / PRINCIPAL	TREASURER / PRINCIPAL
NAME				
HOME ADDRESS				
SS #				
HOME PHONE				

CREDIT REFERENCES: BANKS AND LENDERS	ACCOUNT NUMBER	LOAN OFFICER
BANK:		
LENDER:		

OTHER CREDIT REFERENCES: SUPPLIER AND TRADE

ADDRESS

PHONE

Acceptance of this Application by one of the member companies of Aggregate Industries Mid Atlantic, a/k/a Bardon, Inc. ("Aggregate") shall permit the Applicant to make credit purchases with all member companies unless notice is given to the contrary. Neither the acceptance of this Application nor the sale of materials by a member company shall make the other member companies of Aggregate party to the sales transaction or in privity with the purchaser or guarantors.

TERMS AND APPLICATION FOR CREDIT: The above-named Applicant, its successors, subsidiaries, assigns, and/or trustees, hereby applies for credit and, in consideration, agrees that the terms are NET 30 DAYS, with interest at one and one-half percent (1.5%) per month on all accounts past due 30 days. In the event of default, the Applicant and/or the Guarantors shall pay all amounts due irrespective of any credit limit, and shall pay all equipment, labor and administrative costs arising from default and all costs of collection, including but not limited to, court costs, private process and service fees, expert witness fees, discovery expenses, and attorney's fees of 25%. The Applicant agrees to provide information about each job on which purchased materials are used, including but not limited to, the location, owner, general contractor, and bond information. The Applicant authorizes Aggregate to obtain any and all information it deems necessary from or concerning any and all sources or references listed on this Credit Application, any subsidiaries, affiliates, predecessor companies, officers, directors and principals of the Applicant; and from any other credit bureaus, creditors of the Applicant, trade references, banks or other financial institutions in order to assist Aggregate in its consideration of this Credit Application. Applicant agrees to notify Aggregate's Quality Control and Credit Departments, in writing, by certified mail, within five (5) days of the original purchase date, of any product disputes and non-performance claims regarding the material's failure to meet any oral or written warranty provisions or bid specifications and hereby waives any right to claim or dispute any offsets, back charges, or non-performance claims if the claim is not made within the five (5) day time limit. In no event shall any claim against Aggregate exceed the amount of the invoice(s) in question. The Applicant also agrees to hereby constitute and appoint any attorney licensed to practice law in the State of Maryland with full power of substitution as its true and lawful attorney-in-fact for it in its name, place and stead, to acknowledge and accept service of process in furtherance of suit brought for the collection of any obligation and to confess judgment in any Court that may have jurisdiction, upon such obligation in default, including costs and fees as set forth above, waiving set-off and recoupment. The Applicant hereby certifies that all information contained in this Credit Application is true, accurate, and complete and if any of the provided information is not a true, accurate and complete statement, Aggregate may immediately terminate this Credit Application or refuse to accept this Application, as the case may be. Notwithstanding the foregoing, the Applicant agrees that Aggregate in its sole discretion shall have the authority to terminate this Credit Application, at any time, with or without cause. The Applicant shall promptly notify Aggregate of any changes in the information contained in this Credit Application. The above are only terms and conditions of sale and credit and cannot be verbally changed by any employee of a member company or superseded by any purchase document issued by the Applicant, even if the material is shipped on that purchase document.

THE UNDERSIGNED OFFICER OR AGENT OF THE APPLICANT CERTIFIES UNDER PENALTY OF PERJURY THAT THE CREDIT INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT AND THAT A FACSIMILE SIGNATURE OF THE APPLICANT SHALL BE CONSIDERED AN ORIGINAL.

Applicant _____ By _____
Name Title Date

PERSONAL GUARANTY

I / We, the undersigned, in my / our individual capacity (hereinafter the "Guarantors"), to induce one or more of the member companies of Aggregate Industries Mid Atlantic, a/k/a Bardon, Inc. ("Aggregate") to extend credit to _____, (hereinafter the "Applicant"), agree as follows: Guarantors guarantee prompt payment of all bills and invoices rendered by any member company to the Applicant and agree that any or all of the undersigned may be held jointly and severally liable on said accounts; Guarantors acknowledge the terms and conditions of the Credit Application and agree to be bound thereby; Guarantors will pay on demand all amounts due on said accounts, irrespective for any credit limit, in accordance with the terms granted to the Applicant and all equipment, labor and administrative costs arising from default and all costs of collection, including but not limited to, court costs, private process and service fees, expert witness fees, discovery expenses, and attorney's fees of 25%; this is a continuing and absolute guarantee; Guarantor(s) hereby constitute and appoint any attorney licensed to practice law in the State of Maryland with full power of substitution as its true and lawful attorney-in-fact for it in its name, place and stead, to acknowledge and accept service of process in furtherance of suit brought for the collection of any obligation and to confess judgment in any Court that may have jurisdiction, upon such obligation in default, including all costs and fees as set forth above; the undersigned waives notice of the amount of indebtedness, notice of the sale and delivery of materials, notice of any extension of time for payment, set-off and recoupment; the rights of the member company making sales in reliance thereon are cumulative and shall not be exhausted by its exercise of any rights hereunder against the Applicant or any Guarantor unless all indebtedness has been paid; this guarantee shall remain in full-force and effect until a member company actually receives written notice from Guarantor(s) revoking it for the Guarantor(s) named in the notice as to indebtedness incurred subsequent to such receipt, but shall not affect any guarantee as to indebtedness incurred prior to actual receipt of notice or the obligation of Guarantor(s) not named in the notice; Guarantor(s) authorize any member company to check any factor pertinent to a fair evaluation of credit worthiness, including but not limited to, the following: (1) obtaining credit bureau or similar reports of any Guarantor; and (2) contact credit references for information relative to the extension of credit. A facsimile signature(s) of the Guarantor(s) shall be considered an original(s).

Signature, Individually _____ Signature, Individually _____

Print or Type Name _____ Print or Type Name _____

Signature, Individually _____ Signature, Individually _____

Print or Type Name _____ Print or Type Name _____