



THE SILVI GROUP COMPANIES

355 NEWBOLD ROAD
FAIRLESS HILLS, PA 19030
MAIN OFFICE PHONE #: (215) 295-0777
FAX #: (215) 295-0630

EMAIL COMPLETED
CREDIT APPLICATION TO
CREDITAPP@SILVI.COM

CREDIT APPLICATION

SALES REP: _____ **WEBSITE** _____

PRINCIPAL BUSINESS LOCATION FOR BILLING

COMPLETE NAME OF BUSINESS _____

STREET ADDRESS *(GIVE HOUSE NUMBER AND PO BOX IF APPLICABLE)* _____

CITY _____ STATE _____ ZIP CODE _____ TELEPHONE NUMBER _____

TRADE NAME OR DBA (IF APPLICABLE) _____ FAX NUMBER _____

EMAIL ADDRESS FOR INVOICES *(WE SUGGEST A GENERIC ADDRESS THAT IS ROUTED INTO THE PROPER PERSONNEL'S EMAIL ACCOUNT)* _____

ACCOUNTS PAYABLE EMAIL CONTACT _____ PURCHASING / ESTIMATING EMAIL CONTACT _____

OTHER NAMES OR RELATED BUSINESS ENTITIES _____

ESTIMATED MONTHLY PURCHASES: \$ _____

GENERAL INFORMATION

NAME & ADDRESS OF FORMER BUSINESS(ES) _____

NAME & ADDRESS OF ASSOCIATED BUSINESS(ES) _____

CURRENT BUSINESS REAL ESTATE *(CHECK ONE BELOW)*:
 LEASED [] RENTED [] OWNED []

MORTGAGE CARRIED BY: _____

NAME, ADDRESS, & PHONE NUMBER OF PRESENT LANDLORD (IF APPLICABLE) _____

HAVE YOU EVER HAD A FIRE LOSS? YES [] NO [] IF YES, SPECIFY: _____

HAVE YOU EVER DECLARED BANKRUPTCY? YES [] NO [] IF YES, PROVIDE DATE(S): _____

SPECIFIC BUSINESS INFORMATION

TYPE OF BUSINESS _____ NUMBER OF LOCATIONS _____

LEGAL STATUS OF BUSINESS *(CHECK ONE BELOW)*
 CORPORATION [] SOLE PROPRIETORSHIP [] PARTNERSHIP [] LLC [] ****ARTICLES OF ORGANIZATION REQUIRED FOR LLC'S – SEND SEPARATELY****

FEDERAL ID# (EIN #)	RESALE #	# OF EMPLOYEES	DATE OF INCORPORATION	STATE OF INCORPORATION
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REFERENCES

BANK REFERENCE:

BANK NAME _____ ACCOUNT # _____ PHONE NUMBER _____

SUPPLIER REFERENCES - AGGREGATE, CONCRETE, BUILDING MATERIALS, OR OTHER SUPPLIERS:

AT LEAST 4 REFERENCES ARE REQUIRED. TO EXPEDITE APPROVAL PLEASE PROVIDE 6 REFERENCES

SUPPLIER REFERENCE #1 NAME _____ SUPPLIER REFERENCE #1 CITY & STATE _____ SUPPLIER #1 ACCOUNTING EMAIL ADDRESS _____ SUPPLIER #1 PHONE NUMBER _____

SUPPLIER REFERENCE #2 NAME _____ SUPPLIER REFERENCE #2 CITY & STATE _____ SUPPLIER #2 ACCOUNTING EMAIL ADDRESS _____ SUPPLIER #2 PHONE NUMBER _____

SUPPLIER REFERENCE #3 NAME _____ SUPPLIER REFERENCE #3 CITY & STATE _____ SUPPLIER #3 ACCOUNTING EMAIL ADDRESS _____ SUPPLIER #3 PHONE NUMBER _____

SUPPLIER REFERENCE #4 NAME _____ SUPPLIER REFERENCE #4 CITY & STATE _____ SUPPLIER #4 ACCOUNTING EMAIL ADDRESS _____ SUPPLIER #4 PHONE NUMBER _____

SUPPLIER REFERENCE #5 NAME _____ SUPPLIER REFERENCE #5 CITY & STATE _____ SUPPLIER #5 ACCOUNTING EMAIL ADDRESS _____ SUPPLIER #5 PHONE NUMBER _____

SUPPLIER REFERENCE #6 NAME _____ SUPPLIER REFERENCE #6 CITY & STATE _____ SUPPLIER #6 ACCOUNTING EMAIL ADDRESS _____ SUPPLIER #6 PHONE NUMBER _____

PRINCIPALS OR PARTNERS:

NAME _____ TITLE _____

HOME ADDRESS _____ CITY _____ STATE _____ ZIP CODE _____

PHONE NUMBER _____ SOCIAL SECURITY NUMBER _____ DRIVER'S LICENSE NUMBER _____

LIST PREVIOUS EMPLOYERS (IF APPLICABLE):

COMPANY NAME _____ ADDRESS _____ PHONE NUMBER _____

PRINCIPALS OR PARTNERS: (IF APPLICABLE)

NAME _____ TITLE _____

HOME ADDRESS _____ CITY _____ STATE _____ ZIP CODE _____

HOME PHONE NUMBER _____ SOCIAL SECURITY NUMBER _____ DRIVER'S LICENSE NUMBER _____

LIST PREVIOUS EMPLOYERS (IF APPLICABLE):

COMPANY NAME _____ ADDRESS _____ PHONE NUMBER _____

PRINCIPALS OR PARTNERS: (IF APPLICABLE)

NAME _____ TITLE _____

HOME ADDRESS _____ CITY _____ STATE _____ ZIP CODE _____

HOME PHONE NUMBER _____ SOCIAL SECURITY NUMBER _____ DRIVER'S LICENSE NUMBER _____

LIST PREVIOUS EMPLOYERS (IF APPLICABLE):

COMPANY NAME _____ ADDRESS _____ PHONE NUMBER _____

CUSTOMER AGREEMENT

The undersigned hereby makes application for credit and provides information contained herein, which is warranted to be true and correct, for the purpose of inducing *Silvi Group Companies to make periodic sales of goods and materials and provide services to it on credit. Silvi is authorized to verify all information provided, and to run all necessary credit checks, including but not limited to credit bureau reports and reference verification. In the event of a conflict between the terms and conditions contained within this credit agreement and any other writing, document, purchase order or otherwise, the parties agree that the terms and conditions stated within this credit agreement (the "Credit Agreement") shall control. In consideration thereof it is agreed and understood that (1) the undersigned is an authorized agent of the applicant and is duly empowered to enter into and make binding agreements on its behalf; (2) all amounts charged under this account are payable in full within the terms of sale established for the account; (3) all payments shall be made to Silvi Companies, 355 Newbold Rd, Fairless Hills, PA 19030; (4) on balance remaining unpaid for a period of thirty (30) days to pay a 1 1/2% service charge, such charge to be added to the balance of the account as reported in the monthly statement; (5) in event of default in the payment of any amount due, the balance of the account shall at the option of Silvi Companies be due and payable immediately; (6) and if this account is placed in the hands of an agency or attorney for collection or legal action, to pay and additional charge equal to 20% of the outstanding account balance to offset the cost off collection including agency, attorney fees, and court costs.

Conditions of Delivery: Applicant will provide safe approaches to delivery points suitable for truck traffic and free of defects or debris which could reasonably be expected to damage Silvi's equipment, including overhead obstructions such as low hanging wires. For delivery approaches beyond curb lines, Silvi will not be liable for damage to ground surfaces or underground infrastructure caused by Silvi's trucks. Applicant will defend, indemnify, and hold Silvi harmless for any and all claims, losses, or damage which arise, in whole or in part, out of Applicant's failure to comply with its obligations under this paragraph. Applicant must provide an appropriate location and facility (in compliance with applicable law) for Silvi to washout the truck's chutes and drum after discharging concrete. Silvi is not responsible for slump, strength or quality of any concrete to which water or other material has been added by or on behalf of Applicant or due to environmental conditions. Applicant and Applicant's employees are not permitted on Silvi's trucks for the purpose of putting anything in the load. Applicant is responsible to see that the concrete is handled in accordance with best construction practices. Silvi has no control over the preparation work completed by Applicant prior to delivery, nor the placing or handling of concrete after unloading, and Silvi does not guarantee the finished work in which it is used. Applicant is responsible to prevent unloaded concrete from coming into contact with any material, such as aluminum, which may adversely impact concrete strength. Color consistency of concrete is not guaranteed unless architectural concrete is ordered. Applicant understands that contact between deicing salts and concrete causes surface deterioration. Silvi disclaims all liability and warranties in the event deicing salt is applied to concrete surfaces. Silvi disclaims all liability and warranties in the event Applicant fails to place exterior concrete in accordance with ACI318 which requires a minimum of 4,500 PSI Air Entrained Concrete that is properly cured and sealed. Applicant assumes all liability for damaged concrete and related costs in the event Applicant fails to comply with ACI318. In accordance with the terms of this Credit Agreement, Silvi expressly stipulates that neither the Applicant nor any other party, including but not limited to any and all parties associated with the Applicant, shall be included as an additional insured under any of Silvi's insurance policies. Silvi retains all rights and privileges under its insurance policies, and no action or request by the Applicant can alter or amend these rights. This includes, but is not limited to, any request by the Applicant to cause Silvi to waive its subrogation rights. Silvi warrants and represents that any goods and/or materials sold on credit shall conform to specifications as stated within or attached to a relevant purchase order. EXCEPT FOR THE WARRANTIES LISTED HEREIN, SILVI MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, INCLUDING (I) ANY WARRANTY OF MERCHANTABILITY; OR (II) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. UNLESS OTHERWISE SPECIFIED HEREIN, NEITHER PARTY WILL BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, ANY DAMAGES RELATED TO LOST BUSINESS, LOST PROFITS, DAMAGE TO REPUTATION and/or DELAY, WHETHER BASED ON STATUTE, TORT, CONTRACT, OR OTHERWISE. THE REMEDIES STATED WITHIN THIS SECTION SHALL BE THE APPLICANT'S SOLE AND EXCLUSIVE REMEDIES AND SILVI'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH HEREIN.

In the event a Notice of Unpaid Balance (NUB) is filed, all parties agree to use an alternative dispute resolution mechanism to meet the arbitration requirements for filing of a NUB

Applicant grants the *Silvi Group Companies the option to acquire a Security Interest for unpaid balances in which this application or copy thereof may be used as a Security Agreement.

[This section is left intentionally blank]

The undersigned gives Silvi the right to charge any unpaid past due invoices against the below stated credit card. If such charges are made against your credit card and the charges are declined it would constitute obtaining products or services through fraud or theft. It is the customer's responsibility to notify Silvi of any changes in credit card accounts and expiration dates.

CREDIT CARD NUMBER _____

EXPIRATION DATE (MM/YY) _____

COMPANY'S NON-ENFORCEMENT OF ANY TERMS AND CONDITIONS OF THIS CUSTOMER AGREEMENT AT ANY POINT IN TIME SHALL NOT CONSTITUTE A WAIVER OF COMPANY'S RIGHT TO ENFORCE ANY AND ALL TERMS OF THIS CUSTOMER AGREEMENT IN THE FUTURE.

DATE: _____

COMPANY: _____
FULL NAME OF COMPANY

SIGNED BY: _____
SIGNATURE OF AUTHORIZED AGENT

PRINTED NAME OF SIGNER

TITLE: _____

PERSONAL GUARANTEE

I HEREBY GUARANTEE PAYMENT TO YOU FOR ALL GOODS THAT YOU MAY SUPPLY TO THE ABOVE APPLICANT UNTIL I NOTIFY YOU IN WRITING TO CEASE THE EXTENSION OF SUCH CREDIT.

SIGNATURE OF INDIVIDUAL (PERSONALLY) _____

PRINT NAME _____

SIGNATURE OF INDIVIDUAL (PERSONALLY) _____

PRINT NAME _____

SIGNATURE OF INDIVIDUAL (PERSONALLY) _____

PRINT NAME _____

SILVI GROUP COMPANIES

***SILVI GROUP COMPANIES INCLUDE BUT ARE NOT LIMITED TO THE FOLLOWING.
OTHER SILVI GROUP COMPANIES MAY BE ADDED AS NECESSARY**

SILVI CONCRETE PRODUCTS, INC.
SILVI CONCRETE OF ENGLISHTOWN, INC.
SILVI CONCRETE OF BRICK, INC.
SILVI CONCRETE OF CHESTER COUNTY, LLC.

SAHARA SAND, INC.
SAHARA SAND OF EAGLESWOOD, INC.
GIBRALTAR ROCK, INC.
PENN JERSEY CERTIFIED CONCRETE, INC.

RIVERSIDE CONSTRUCTION MATERIALS, INC.
CONSTRUCTION DYNAMICS, INC.
SIL-CRETE, INC.
SIL-CON, INC.
ALTA INDUSTRIAL PROPERTIES, INC.