New Customer Application/Agreement

| Legal Business Name: | | Date Established: | |
|--|---------------------------|--|--|
| Operating As: | | | |
| Telephone No: | Fax No. | Email; | |
| Physical Address: | | | |
| City: State: | Zip; | Website: | |
| | | | |
| Type of Business: □ Corporation □ Partner | rship 🛛 🗆 Sole Proprietor | State Incorporated: | |
| Federal ID Number: | Number of Employees: | | |
| Yr. This Business Established: | DUNS: | Fiscal Year End: | |
| Amount of Credit Requested: | | Annual Sales: | |
| Purchase Orders Required? Yes | No Tax Exempt? | (if yes, include Tax Exempt Yes □ No Certificate) | |
| | | | |
| Accounts Payable Contact: | Telephone: | Email: | |
| Bill To Address: | | | |
| City: State: | Zip: | | |
| Parent Co. Name: | | | |
| | /aa Na | | |
| | les 🗆 No | | |
| (If Yes, please provide details) | | | |
| Parent Co. Address: | 71 | | |
| City: State: | Zip: | | |
| Officer(s)/Owner(s) | | | |
| 1) Name: | | SSN: | |
| Home Address: | | Home Telephone: | |
| 2) Name: | | SSN: | |
| Home Address: | | Home Telephone: | |
| | | | |
| Banking Information | | | |
| 1) Name: | | Telephone No: | |
| Address | | Fax No: | |
| Account Officer: | Checking Acct No: | | |
| Loan Number: | Savings Account No | 0: | |
| 2) Name: | | Telephone No: | |
| Address: | | Fax No: | |
| Account Officer: | Checking Acct No: | | |
| Loan Number: | Savings Account No: | | |

| 1) Company Name: | Telephone No: | |
|-------------------------|---------------|--|
| Address: | Fax No: | |
| | Email: | |
| Credit Manager/Contact: | Account No: | |
| 2) Company Name: | Telephone No: | |
| Address: | Fax No: | |
| | Email: | |
| Credit Manager/Contact: | Account No: | |
| 3) Company Name: | Telephone No: | |
| Address: | Fax No: | |
| | Email: | |
| Credit Manager/Contact: | Account No: | |

By signing this credit application/agreement, the individual executing this Application below on behalf of Buyer, individually and personally, represents and warrants to Howard Concrete Pumping Company, Inc. that:

1) he/she is authorized to execute this Application on behalf of Buyer; 2) the information set forth in this Application is accurate and complete; 3) Buyer agrees that the prevailing party in any proceeding to enforce this Guarantee or to resolve a dispute with Howard Concrete Pumping Company, Inc. will be entitled to recover its costs, including attorneys' fees, collection agency fee, from the other party; and 4) any legal action brought by Buyer will be in the jurisdiction of Allegheny County, PA, and Buyer hereby submits to the jurisdiction of said courts. The laws of the State of PA will apply. Buyer agrees to pay interest on any unpaid purchases, beginning 30 days after the payment due date, at the rate of 1.5% per month; 18% per annum, or the maximum judicial rate, whichever is less. Buyer also agrees to pay \$35 for each check issued by Buyer to Howard Concrete Pumping Company, Inc., which is returned to Howard Concrete Pumping Company, Inc. unpaid or marked NSF.

In signing this Application, Buyer agrees to all of the above and hereby grants permission for credit information to be verified by company(ies) and financial institution(s) that the Buyer has specified on this document and others that Howard Concrete Pumping Company, Inc. becomes aware of during the credit review process and from time to time. The undersigned also understands that Howard Concrete Pumping Company, Inc. will retain this Application, whether or not it is approved, and that Howard Concrete Pumping Company, Inc. will consider this Application as a continuing statement of the undersigned's financial position and situation until notified otherwise by the Buyer. In order for Howard Concrete Pumping Company, Inc. to sell and to continue to sell to Buyer, Buyer hereby represents and warrants that it is solvent and that it pays its obligations as they become due. The preceding representation and warranty will be deemed to be repeated in each purchase by Buyer. Faxed documents will be deemed as original. No oral agreements will be accepted. The terms on this credit application/agreement overrides all others.

| Company Name: | | |
|-----------------------|--------|--|
| Authorized Signature: | Date: | |
| Signatory Name: | Title: | |

PERSONAL GUARANTEE The individual by signing this credit application/agreement is executing this Application on behalf of Buyer and personally guarantees, and agrees to be personally liable for failure of the performance by Buyer of, any and all of Buyers' obligations under this Application with Howard Concrete Pumping Company, Inc. including timely payment of any and all sums due to Howard Concrete Pumping Company, Inc. The personal guarantee also applies in the event that the Buyer declares Bankruptcy or applies for Bankruptcy protection.

| Authorized Signature | 2 | Date: | |
|----------------------|---|---------|----------|
| Guarantor's Name: | | _Title: | <u>.</u> |

This application must be completed in full in order to be processed.

Please Mail it to:

Attn: Credit Manager, Howard Concrete Pumping Company, Inc., 701 Millers Run Road, Cuddy, PA 15031 OR Fax it to (412) 257-8380

OR Email the document back to: pcarlini@howardconcretepumping.com