



**RECYCLING**

*Inert Materials Recycling  
& Reclaimed Aggregates*

**CREDIT APPLICATION & AGREEMENT**

COMPANY NAME: \_\_\_\_\_ PHONE: \_\_\_\_\_  
 STREET ADDRESS: \_\_\_\_\_ FAX: \_\_\_\_\_  
 CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_  
 BILLING ADDRESS (IF DIFFERENT FROM ABOVE): \_\_\_\_\_  
 CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_  
 EMAIL: \_\_\_\_\_ FED TAX ID/SS NO: \_\_\_\_\_ CREDIT LINE SOUGHT: \_\_\_\_\_  
 CORPORATION PARTNERSHIP SOLE PROPRIETORSHIP L.L.C. OTHER  
 STATE ID NUMBER: \_\_\_\_\_ CONTRACTOR LICENSE NUMBER: \_\_\_\_\_ DATE ESTABLISHED: \_\_\_\_\_

**Owners, Partners, or Officers**

NAME 1: \_\_\_\_\_ TITLE: \_\_\_\_\_  
 HOME ADDRESS: \_\_\_\_\_ PHONE: \_\_\_\_\_  
 NAME 2: \_\_\_\_\_ TITLE: \_\_\_\_\_  
 HOME ADDRESS: \_\_\_\_\_ PHONE: \_\_\_\_\_  
 NAME 3: \_\_\_\_\_ TITLE: \_\_\_\_\_  
 HOME ADDRESS: \_\_\_\_\_ PHONE: \_\_\_\_\_

**Bank Reference**

BANK NAME: \_\_\_\_\_ ACCOUNT #: \_\_\_\_\_  
 BRANCH ADDRESS: \_\_\_\_\_ CITY/STATE/ZIP: \_\_\_\_\_

**Trade References**

VENDOR 1: \_\_\_\_\_ CONTACT: \_\_\_\_\_  
 ACCOUNT NUMBER: \_\_\_\_\_ PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_  
 VENDOR 2: \_\_\_\_\_ CONTACT: \_\_\_\_\_  
 ACCOUNT NUMBER: \_\_\_\_\_ PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_  
 VENDOR 3: \_\_\_\_\_ CONTACT: \_\_\_\_\_  
 ACCOUNT NUMBER: \_\_\_\_\_ PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

**Bonding Company**

NAME: \_\_\_\_\_ Bond #: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_ CITY/STATE/ZIP: \_\_\_\_\_

Have you, your partners, or officers ever filed bankruptcy? \_\_\_\_ If yes, please explain: \_\_\_\_\_

I certify that all statement in this application are true and correct and made for the purpose of obtaining credit from Panelver, LLC (DBA) AMH Recycling. I authorize Panelver, LLC (DBA) AMH Recycling to investigate the references herein listed, statements, and all data provided by me pertaining to my credit and financial responsibility.

COMPANY NAME: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

The undersigned (The Guarantor) personally and individually, jointly, and severally, unconditionally guarantee and promise to pay the Company, on demand, any and all present and future indebtedness, obligations and liabilities of the Customer and a separate action may be brought against any one or more of the Guarantors whether or not action is brought against any other Guarantors or against the Customer. Guarantors waive: (a) any right to have the Company proceed against the Customer or any security held from the Customer, (b) notice or the existence, creation or incurring of new or additional indebtedness, obligations, or liabilities of the customer to the Company; and (c) the benefits of any statutory provision limiting the liability of a surety.

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_ Soc. Sec. No. \_\_\_\_\_ Print Name: \_\_\_\_\_ Soc. Sec. No. \_\_\_\_\_



CREDIT AGREEMENT TERMS AND CONDITIONS

The following terms and conditions shall govern all sales of goods between Seller and Buyer. The terms "goods", "materials" and "products are used interchangeably. This application for the extension of credit and agreement (hereinafter "Agreement") is made on the date stated on the page 1 hereof and the information provided herein is given by the undersigned credit applicant, hereinafter referred to as "Buyer", in order to induce Penalver LLC, (DBA) AMH Recycling hereinafter referred to as "Seller", to open a credit account. In consideration of Seller reviewing this information, making credit inquiries and/or opening such a credit account, and other good and valuable consideration, the receipt of which is hereby acknowledged, "Applicant or Buyer" hereby agrees as follows:

- 1. Acceptance of Terms and Conditions: All transactions between Buyer and Seller are governed by the following Terms and Conditions of Sale notwithstanding any provisions submitted by Buyer.
2. Equal Credit Opportunity Act Notice: The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age...
3. Credit Account: If Seller opens a credit account for Buyer, Buyer hereby agrees that all sales are F.O.B. Seller's plant site.
4. Financial Status: Buyer hereby agrees to provide Seller with a current financial statement, including Balance Sheet, Income Statement and Statement of Profit or Loss.
5. Price Changes: Price, delivery terms, terms of payment, and minimum shipment are subject to change without notice.
6. Inspection and Testing of Materials: This Agreement, including any Proposal or Purchase Order, does not include any engineering costs for services which may be requested by the Buyer, except such services as may be rendered by our own engineer.
7. Cancellation: At any time prior to shipment Seller may alter or suspend credit, refuse shipment, or cancel unfilled orders whenever in Seller's opinions the financial condition of the Buyer, or the status of Buyer's account, warrants it, or if the Buyer delays delivery.
8. Sales or Use Tax: Buyer shall pay any applicable national, state or local sales or use taxes upon, or measured by, the production, sale, transportation, delivery or use of the goods sold.
9. Delivery: Buyer is to give Seller shipping instructions within a reasonable time before shipments are to be made.
10. Fees for Collection: Buyer agrees to pay any and all costs and expense, including attorney's fees, incurred by Penalver LLC, (DBA) AMH Recycling in collection from Buyer any past due amounts.
11. Binding Agreement: This Agreement shall be binding upon the heirs, personal representatives and assigns of the parties.
12. Attorney's Fees: Should any proceeding, whether legal, equitable or otherwise, be commenced between the parties to this agreement, concerning this agreement and the rights and duties of the parties in relation thereto, the party prevailing in such proceeding shall be entitled to its reasonable attorney's fees and costs in addition to other such relief as may be granted.
13. Representations and Warranties: EXCEPT FOR THE EXPRESS WARRANTIES STATED HEREIN, SELLER MAKES NO WARRANTIES CONCERNING THE PRODUCT AND DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
14. Limitation on Liability: EXCEPT FOR SELLER'S LIABILITY AS EXPRESSLY WARRANTED HEREIN, SELLER'S LIABILITY TO BUYER, WHETHER BASED ON CONTRACT, TORT, WARRANTY, OR ANY OTHER THEORY, SHALL NOT EXCEED THE PRICE FOR THE INDIVIDUAL PRODUCT WHOSE DEFECT OR DAMAGE IS THE BASIS OF THE CLAIM.
15. Severability: Any provisions of this Agreement found to be illegal, invalid or unenforceable will be construed and enforced, to the extent practicable and lawful, so as not to be illegal, invalid or unenforceable, will be modified by a judge or arbitrator to reflect the intent of the parties, or else will be deemed severable from the remainder of this Agreement.

COMPANY NAME SIGNATURE PRINT NAME and TITLE DATE SIGNED



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**CREDIT APPLICATION & AGREEMENT**

In the interests of obtaining credit with Penalver, LLC (DBA) AMH Recycling, please release credit and banking information to them regarding our company (Buyer/Applicant).

Name of Buyer (Applicant's) Company: \_\_\_\_\_

Name of Bank or Trade Reference: \_\_\_\_\_

Address/City/State/Zip: \_\_\_\_\_

Account Number: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Contact Phone Number: \_\_\_\_\_

Both Buyer and Guarantor(s) give their conditional consent to have both their commercial and their non-business, personal consumer credit report and history search obtained and used by Seller in connection with this application for credit.

Buyer (Applicant): \_\_\_\_\_

Signature of Authorized Agent of Application: \_\_\_\_\_ Date: \_\_\_\_\_

Print name of person signing for company: \_\_\_\_\_ Title: \_\_\_\_\_

Guarantor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print name of person signing guaranty: \_\_\_\_\_

Guarantor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print name of person signing guaranty: \_\_\_\_\_

This form can be reproduced for additional credit inquiries.