



418 Meadow Street

Fairfield, CT 06824

Phone: (203)416-5308 • Fax: (203)916-0504

Email: sales@julianmaterialsllc.com

## CREDIT INFORMATION

**Thank you for your interest in the Products and Services provided by Julian Materials!!!**

Please read each section and all attached information, as it will be required to establish a credit line with The Julian Companies. Select the appropriate credit limit that will best align with your purposes. We ask that you fill out the necessary forms and gather other required documents in order to establish credit with us.

All information pertaining to your application for credit should be returned to:

Email: [sales@julianmaterialsllc.com](mailto:sales@julianmaterialsllc.com) or Fax: (203)916-0504

Attention: Accounting Department

Julian Materials LLC.

418 Meadow Street Suite 203

Fairfield, CT 06824

If you have any questions or concerns, please do not hesitate to reach out to our Accounting Department at 203-416-5308.

## CREDIT LIMITS

<p><b>1. <u>CREDIT LIMIT: TO \$5,000.00</u></b></p> <ul style="list-style-type: none"> <li>• Fill out Credit Application (Section 1)</li> <li>• Sign Guarantee Agreement (Section 2)</li> <li>• Sign Credit Agreement (Section 3)</li> <li>• Fill out Release of Information Form (Section 5)</li> <li>• Re-sale Certificate/Tax Exempt Form if applicable</li> </ul>	<p><b>2. <u>CREDIT LIMIT: \$5,000 - \$25,000.00</u></b></p> <ul style="list-style-type: none"> <li>• Fill out Credit Application (Section 1)</li> <li>• Sign Guarantee Agreement (Section 2)</li> <li>• Sign Credit Agreement (Section 3)</li> <li>• Fill out Release of Information Form (Section 5)</li> <li>• Submit Financial Statement or Tax Return (One Year)</li> <li>• Re-sale Certificate/Tax Exempt Form if applicable</li> </ul>
<p><b>3. <u>CREDIT LIMIT: \$25,000 - \$100,000.00</u></b></p> <ul style="list-style-type: none"> <li>• Fill out Credit Application (Section 1)</li> <li>• Sign Guarantee Agreement (Section 2)</li> <li>• Sign Credit Agreement (Section 3)</li> <li>• Fill out Release of Information Form (Section 5)</li> <li>• Submit Financial Statements (Three Years – Independently Prepared)</li> <li>• Tax Returns (Three Years)</li> <li>• Certificate of Incorporation – If Applicant is a Corporation</li> <li>• Re-sale Certificate/Tax Exempt Form if applicable</li> </ul>	<p><b>4. <u>CREDIT LIMIT: ABOVE \$100,000.00</u></b></p> <ul style="list-style-type: none"> <li>• Fill out Credit Application (Section 1)</li> <li>• Sign Guarantee Agreement (Section 2)</li> <li>• Sign Credit Agreement (Section 3)</li> <li>• Fill out Release of Information Form (Section 5)</li> <li>• Submit Financial Statements (Three Years – Independently Prepared)</li> <li>• Tax Returns (Three Years)</li> <li>• Certificate of Incorporation – If Applicant is a Corporation</li> <li>• Re-sale Certificate/Tax Exempt Form if applicable</li> </ul>

**INTERNAL USE ONLY**

Salesman Name: \_\_\_\_\_

Date: \_\_\_\_\_



**SECTION 1: CREDIT APPLICATION**

*PLEASE COMPLETE IN FULL. IF QUESTION DOES NOT APPLY, PLEASE LIST N/A*

**BUSINESS INFORMATION**

<b>Applicant Name</b>		
<b>Telephone</b>	(    )    -	
<b>Fax</b>	(    )    -	
<b>E-mail Address</b>		
<b>Website</b>		
<b>Street Address</b>		
<b>City &amp; State</b>		
<b>Zip Code</b>		
<b>Years in Business</b>		<b>Type of Business</b>
<b>Years at Current Address</b>		<input type="checkbox"/> Corporation
<b>Federal ID/SSN</b>		<input type="checkbox"/> General Partnership
<b>Payables Contact</b>		<input type="checkbox"/> L.L.C
<b>Number of Employees</b>		<input type="checkbox"/> L.L.P
<b>Annual Revenue</b>	\$	<input type="checkbox"/> Proprietorship
<b>Net Profit</b>	\$	<input type="checkbox"/> Limited Partnership
<b>Requested Credit Line</b>	\$	<input type="checkbox"/> L.L.C
<b>Type of Work Engaged In</b>		
<b>Prior Trade Names of Applicant</b>		
<b>Name as is Appears on Checks</b>	(Please include a voided copy of check)	
<b>Building Material Required</b>	<input type="checkbox"/> Concrete <input type="checkbox"/> Mason Supplies <input type="checkbox"/> Quarry <input type="checkbox"/> Asphalt <input type="checkbox"/> Other:	

**CORPORATIONS**

List Full Names with Home Addresses

	Social Security Number
<b>President</b>	
<b>Secretary</b>	
<b>Agent for Service</b>	

**Notes:**





# SECTION 1: CREDIT APPLICATION CONTINUED

PLEASE COMPLETE IN FULL. IF QUESTION DOES NOT APPLY, PLEASE LIST N/A

## PARTNERSHIPS, LLCs & LLPs

List Full Names with Home Addresses, All Partners, All LLP and all LLC Members

	Social Security Number
1.	
2.	
3.	

## REFERENCES

Vendor References \* Must provide 3 references.

Name	Address	Phone	Account #	Annual Purchases
		( ) -		
		( ) -		
		( ) -		

Bank References

Name	Address	Phone	Account #	Annual Purchases
		( ) -		
		( ) -		
		( ) -		

## HISTORY

Are any of the present owners, directors, or officers of the applicant, present or former owners, directors or officers of business' which have:

- Dealt with Julian Enterprises in the past?  No  Yes If yes, Name: \_\_\_\_\_ When: \_\_\_\_\_
- Filed Bankruptcy in the past 7 years?  No  Yes If yes, Name: \_\_\_\_\_ When: \_\_\_\_\_
- Are there any collection actions currently pending against the applicant?  No  Yes

If yes, please provide explanation: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_





## SECTION 2: GUARANTY AGREEMENT

In consideration of credit or other financial accommodations heretofore and hereinafter granted by Julian Materials, or any of its affiliates, subsidiaries or related entities ("Seller") to the Buyer named in the Credit Application, the undersigned (jointly and severally if more than one) unconditionally guarantee(s) payment and performance from or by the Buyer of any and all obligations of Buyer to Seller. "Obligations", means any and all credits and advances made by Seller prior to, on or after the date hereof, to or for the account of Buyer, and any and all interest, expenses, liabilities, charges, costs of collection, including reasonable attorney's fees or other expenses, due or to become due, now existing or hereafter arising, and the performance and fulfillment by Buyer, of all the terms, conditions, promises, covenants, and provisions contained in any sales agreement, credit agreement or any other present or future agreement or arrangement between Buyer and Seller, written or oral.

This Guaranty Agreement shall not be impaired by any modification, waiver, release or other alteration of any of the obligations or arrangements whatsoever with the Buyer or anyone else. The liability of each Guarantor hereunder is direct and unconditional and may be enforced without requiring Seller to first resort to any other right, remedy or securities; that the Guarantor shall have no right of subrogation, reimbursement or indemnity whatever nor any right of recourse to security for debts and obligations of the Buyer to the Seller, unless and until all of said debts and obligations have been paid in full.

Each Guarantor waives notice of acceptance, presentment and protest of any instrument, and notice thereof; notice of default; and all other notices to which such Guarantor might otherwise be entitled. Each Guarantor agrees that this Guaranty Agreement shall continue to be effective or be reinstated, as the case may be, if at any time payment of all or any part of the obligation is rescinded or otherwise must be restored by Seller to Buyer or to the creditors of Buyer, or to any representative of Buyer or its creditors or representatives of the creditors of any Guarantor upon the insolvency, bankruptcy or reorganization of Buyer, or to any Guarantor or to the creditors or representatives of the creditors of Guarantor upon the insolvency, bankruptcy or reorganization of any Guarantor, or otherwise all as though such payment had not been made.

This is a continuing Guaranty and shall be revocable only as to transactions entered between Seller and Buyer after the receipt by Seller of a notice of termination, sent by the Guarantor(s), by certified or registered mail, return receipt requested, to Seller's principal office. This Guaranty Agreement shall be binding upon heirs, executor, administrators, successor and assigns of each Guarantor and shall inure to the benefit of Seller and its successors and assigns.

This Guaranty Agreement shall not be discharged or in any way affected by the death of any or all of the undersigned Guarantors. Nothing in this Guaranty Agreement shall be construed as an obligation on the part of the Seller to sell goods or extend credit to the Buyer, or as an obligation to continue to sell goods or extend credit. In any action or proceeding involving this Guaranty Agreement, the Seller's books and records of the account of Buyer shall be admissible as prima facie evidence of the obligations due from Buyer to Seller. This Guaranty Agreement shall be construed to apply to all obligations of the Buyer, without limitation. Any credit limits established by Julian Materials from time to time are for its internal auditing procedures. They are not a limit of the Buyer's Guarantors' liability hereunder. Guarantors' approval is not necessary at any time in order to extend Buyer's credit limit.

**THE UNDERSIGNED HEREBY EXPRESSLY, KNOWINGLY AND VOLUNTARILY WAIVES ANY AND ALL RIGHTS HE/SHE/IT MAY HAVE TO A NOTICE AND HEARING UNDER CONNECTICUT GENERAL STATUTE CHAPTER 903A AND ANY OTHER STATUTORY OR CONSTITUTIONAL RIGHT HE/SHE/IT MAY HAVE TO NOTICE AND HEARING PRIOR TO THE USE OF ATTACHMENT, GARNISHMENT OR OTHER PREJUDGEMENT REMEDY PROCEDURES JULIAN MATERIALS IN THE COLLECTION OF THE UNDERSIGNED.**

**PERSONAL GUARANTOR (SIGNATURE):** \_\_\_\_\_

**DATE:** \_\_\_\_\_





### SECTION 3: CREDIT AGREEMENT

For and in consideration of the extension of credit for the purchase of materials or services from Julian Materials, a Connecticut corporation with a principal place of business in the City of Fairfield, CT, the undersigned (Buyer) hereby agrees, promises and covenants:

1. To pay all bills as rendered by Julian Materials, for materials or services provided according to the following terms unless otherwise agreed to in writing: a. Billing will be invoiced on every business day. b. No discounts will be allowed after ten (10) day discount period. c. All invoices are due and payable in full within thirty (30) days from invoice date. d. The books and records of Julian Materials shall constitute prima facie evidence of the amounts due and owing from time to time to Julian Materials pursuant to this Credit Agreement.
2. To pay a FINANCE CHARGE of one and one-half percent (1.5%) per month on any balance outstanding for more than thirty (30) days. [ANNUAL PERCENTAGE RATE OF EIGHTEEN PERCENT (18%)].
3. Any invoice disputes are to be reported within 30 days of receipt of invoice. To pay all costs of collection, including reasonable attorney's fees, in the event any account of the undersigned is referred to an attorney for collection.
4. The information in this application is true and complete. Buyer authorizes you to investigate Buyer's credit history whether to obtain a credit report or otherwise, in connection with Buyer's application for credit or later in connection with an update of credit standing under this agreement. Buyer authorizes Julian Materials to share information obtained pursuant to this Credit Application with local and national credit associations and reporting services. Buyer understands that this credit agreement represents a continuing obligation on Buyer's behalf to revise or supplement the information herein as may become necessary by changed circumstances, including but not limited to Buyer filing bankruptcy, filing for dissolution, the filing of a suit against the Buyer by another Creditor in an attempt to collect a debt, in order that such information shall remain true and complete.
5. Julian Materials shall not be responsible for damages or losses sustained by Buyer from late delivery or condition of goods purchased by the Buyer. The sole and exclusive remedy of the Buyer in the event that the goods do not conform to Julian Materials description shall be replacement of such goods within a reasonable time. Under no circumstances shall Julian Materials be liable for consequential damages for goods or services furnished to the Buyer.
6. If, in the opinion and sole discretion of Julian Materials, the financial condition of the Buyer warrants, Julian Materials may at any time limit, suspend or cancel the credit of the Buyer as to time or amount, and as a consequence, may demand payment in cash before delivery or sale of any merchandise.
7. All purchases, in the regular course of business by employees or other agents of the Buyer, shall be considered duly authorized by the Buyer unless the authority to purchase is limited in writing to certain named individuals and this limitation is agreed to in writing by Julian Materials.
8. This Credit Agreement and Buyer's obligations hereunder shall apply to all purchases. Any credit limits as may be established by Julian Materials from time to time are for purposes of its internal auditing procedures. They are not a limit of Buyer's liability.
9. Julian Materials may deduct or set-off sums due it from Buyer in order to satisfy any balance due for purchases made by Buyer pursuant to this Credit Agreement, whether such setoff or counterclaim arose before or after the execution of this Credit Agreement.
10. The risk in the Goods shall pass to the Customer on delivery but until Julian Materials has received payment in full, the Goods shall remain the ownership and property of Julian Materials. Julian Materials has the right, without prejudice to the obligation of the Customer, to pay the price to recover the Goods and for the purpose thereof, Julian Materials or Julian Materials nominated agent may enter upon any premises of or occupied by the Customer or third party with the consent of the third party.
11. This Credit Agreement shall be construed under the laws of the State of Connecticut. In the event a collection action is commenced, it shall be submitted to the appropriate court or at Julian Materials sole election in the Bridgeport Judicial District. In connection with any court action, the Buyer and/or Guarantor submit to the exercise of personal jurisdiction over the Buyer and/or Guarantor by the State of Connecticut and both waive their right to trial by jury in any such action.

**THE UNDERSIGNED HEREBY EXPRESSLY, KNOWINGLY AND VOLUNTARILY WAIVES ANY AND ALL RIGHTS HE/SHE/IT MAY HAVE TO A NOTICE AND HEARING UNDER CONNECTICUT GENERAL STATUTE CHAPTER 903A AND ANY OTHER STATUTORY OR CONSTITUTIONAL RIGHT HE/SHE/IT MAY HAVE TO NOTICE AND HEARING PRIOR TO THE USE OF ATTACHMENT, GARNISHMENT OR OTHER PREJUDGEMENT REMEDY PROCEDURES BY JULIAN MATERIALS IN THE COLLECTION OF THE UNDERSIGNED.**

Dated at: \_\_\_\_\_, CT this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
(Town) (Date) (Month) (Year)

Buyer: \_\_\_\_\_ By: \_\_\_\_\_

Print Name: \_\_\_\_\_ Its: \_\_\_\_\_  
(Duly Authorized)

Individual Guarantor: \_\_\_\_\_ Print Name: \_\_\_\_\_





**SECTION 4: RELEASE OF INFORMATION**

The undersigned hereby authorizes and irrevocably consents to the release to Julian Materials and to local and national credit associations and reporting services, of such information Julian Materials may deem necessary to determine the credit worthiness of the undersigned for the purpose of establishing and maintaining a line of credit with Julian Materials. The undersigned authorizes Julian Materials to release information to release credit information to third parties requesting recommendations as to the credit worthiness of the applicant. Furthermore, I/We waive the right to inspect or approve of the obtained information used in connection with the above stated purpose.

Buyer: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name (Duly Authorized): \_\_\_\_\_



**SECTION 5: JOB INFORMATION FORM**

Date	
Quote	
Taxable	
Job Name	
Job Phone	(    )       -
Job Address	
Owner's Name	
Owner's Address	
Owner's Phone	(    )       -
General Contractor's Name	
General Contractor's Address	
General Contractor's Phone	(    )       -
Bonding	<input type="checkbox"/> Yes <input type="checkbox"/> No   Name of Bond Company:
Address of Bond Company	
Phone Number of Bond Company	
Approximate Start Date	
Finish Date	

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

Print Name: \_\_\_\_\_

Date Signed: \_\_\_\_\_