



P.O. Box 6418
 Syracuse, NY 13217
 Phone (315) 433-5115
 Fax (315) 433-1920

Riccelli Enterprises, Inc.
Riccelli Ready Mix, Inc.
Syracuse Sand & Gravel, LLC
US Concrete and Block Company, Inc.

Northern Asphalt, LLC
Northern Aggregates, LLC
Northern Block, LLC
Northern Ready Mix, LLC

Credit Application

Date: _____

1. Applicant (legal name): _____

2. Applicant (trade name): _____

3. Physical Address: _____

4. City: _____ State: _____ Zip: _____

5. Mailing Address: _____

6. _____

E-Mail Address: _____

Riccelli Sales Representative _____

7. Telephone: _____ 7. Fax: _____

8. Accounts Payable Contact: _____ 9. E-mail Address: _____

10. Business Form (check one): Limited Liability Partnership _____, Limited Liability Company, _____
 Limited Partnership _____, Corporation _____, General Partnership _____, Proprietorship _____.

11. Tax ID Number: _____ 12. Date Business Started: _____

13. Name and physical residential address of each officer, general partner, manager, member, principal shareholder, and/or individual proprietor (use additional pages if necessary):

_____	_____
Name	Name

_____	_____
Physical Residential Address	Physical Residential Address

_____	_____
City, State, Zip	City, State, Zip

14. Has Applicant or any of its principals ever been a debtor in a bankruptcy case? _____. If yes, then set forth the title and docket number of the case: _____

15. Principal Bank: _____

Address: _____

Account Number: _____ Checking _____ Savings _____

16. Trade/Credit References (Must List Current Major Suppliers):

_____	_____	_____
Name	Name	Name

_____	_____	_____
Contact Person	Contact Person	Contact Person

_____	_____	_____
Fax	Fax	Fax

_____	_____	_____
Email	Email	Email

_____	_____	_____
High Credit Amount	High Credit Amount	High Credit Amount

17. Amount of Credit Requested \$ _____ Company Representative _____

TERMS AND CONDITIONS

Definitions: The following words shall have the following meanings herein: (i) "Applicant" shall mean the person or entity whose name has been inserted at the beginning of this Credit Application as Applicant; (ii) "Cargo" shall mean goods which a Member shall Haul; (iii) "Haul" or "Hauling" shall mean the sale and furnishing of transportation services separate from sale of Product; (iv) "Member" shall mean each corporation and limited liability company identified at the top of this page, above the heading "Credit Application"; (v) "Product" shall mean goods sold by a Member to Applicant; (vi) "Purchase Order" shall mean any offer or order to buy or purchase any goods or Hauling, whether or not such offer or order is in writing and/or is transmitted electronically or telephonically; (vii) "Seller" shall mean any Member that has received or has been assigned a Purchase Order from Applicant; (viii) "Site" shall mean the location to which Product is to be transported or Cargo is to be Hauled.

General: Each Purchase Order by Applicant to any Member at any time shall be deemed to incorporate by reference these "Terms and Conditions". Any provision contained in any Purchase Order or freight documentation submitted by Applicant to a Member which is inconsistent with any of these "Terms and Conditions" shall be deemed rejected and shall not be binding. Any Member may assign any Purchase Order to any other Member without notice to Applicant. These "Terms and Conditions" shall be construed pursuant to the laws of the State of New York, without regard to its conflicts of law rules. Notwithstanding any course of dealing or course of performance or otherwise, no part of these "Terms and Conditions" may be amended, waived, or terminated without a writing which: (i) is signed by the Seller and (ii) refers specifically to: (A) the provision affected and (B) the transaction and/or interval to which it is applicable. Any provision hereof determined to be invalid or unenforceable shall be deemed severed. These "Terms and Conditions" contain the entire agreement of Applicant and each of the Members concerning the subject matter hereof and supersede any prior understanding concerning same.

Payment: Unless credit had been extended which has not been exhausted or terminated, payment for Product is due in full as of the date of delivery, and payment for Hauling is due prior to the loading of trucks. Seller shall not be required to complete its delivery of Product or to permit loading and/or off-loading of Cargo until such payment has been made in full. Applicant shall pay all sales taxes when payment is due unless theretofore Applicant has delivered a valid certificate of exemption. Applicant shall indemnify and hold Seller harmless for all accrued sales taxes which for any reason were not collected by Seller.

Credit: This Credit Application may be used by any Member to consider whether it will extend credit to Applicant. Applicant consents to and shall cooperate with any Member's investigation of Applicant's creditworthiness at any time, and hereby permits any Member to obtain credit reports and/or to communicate with any trade credit references at any time. If credit is extended, the entire price of all goods shall be due on or before the expiration of thirty (30) days after the Seller's issuance of an invoice therefor, or within such shorter period as may be specified by the Seller. The obligation of Applicant and Guarantor for the payment in full of each invoice shall be unconditional, whether or not the cumulative amount owed to any Seller is greater than: (i) the total amount of credit requested by Applicant or (ii) the total amount of credit that Applicant was informed would be extended. The extension of credit to Applicant is at the sole and absolute discretion of the Seller, and may be revoked, terminated, modified or conditioned at any time whatsoever without notice. At the option of the Seller, all money owed to it by Applicant shall become due and payable immediately if Applicant shall fail to pay any money on or before the date when due, or if Applicant breaches or commits a default concerning any of these "Terms and Conditions".

Delivery: All Product shall be deemed delivered F.O.B. Seller's place of business even if Seller provides transportation to a Site. Upon arrival of Product or Cargo at the Site, Applicant shall be responsible for: (i) informing Seller of the precise location and configuration for off-loading, (ii) compliance with all zoning laws, property lines, and other use and placement restrictions, (iii) furnishing prompt and suitable ingress, access, and egress, and (iv) providing the cooperation of Applicant's vendees, employees, materialmen and subcontractors. Seller shall not be responsible for the pumping or filling of molds nor for off-loading Product or Cargo except ordinary pouring or dumping. Seller shall not be required to add water to any Product or Cargo without written direction by Applicant, and Applicant shall be solely responsible for the effects of its direction to add or not add water whether or not such direction is in writing. Applicant shall pay reasonable storage fees if delivery or transportation of Product is delayed by Applicant for more than seven (7) days. Applicant shall reimburse the Seller upon demand for return transportation, disposal and/or storage and/or security of Cargo, and all other resulting costs, if delivery of Cargo is delayed or prevented by Applicant's stoppage or other direction, Applicant's misdirection to the Site, rejection at the Site, Applicant's breach of its obligations hereunder, or Applicant's other fault.

Seller's Delay: The date and/or time for delivery of Product or for completion of Hauling shall not be of the essence. Without limitation, Seller shall not be responsible for any delay in delivery of Product or completion of Hauling due to any cause beyond Seller's reasonable control such as weather, scheduling conflict, availability of personnel or equipment or vehicles, shortage of materials or fuel, mechanical failure, or act of God.

Limitation of Applicant's Remedies: Any claim for delay, shortage, damage, overcharge or other non-conformity in any Product, Cargo, Hauling or other aspect of Applicant's Purchase Order (cumulatively, "Claim") must be delivered to Seller's main office in writing within ten (10) days of delivery, and Applicant's failure to do so shall constitute Applicant's agreement that no such Claim exists. For any Claim of Hauling overcharge, Applicant shall bear the burden of proof of weight, load and count of Cargo. Any suit arising from any Claim must be commenced by Applicant within one (1) year after delivery or attempted delivery of the subject Product or Cargo. **SELLER MAKES NO WARRANTY OF MERCHANTABILITY OR OF FITNESS, NOR ANY OTHER WARRANTY, EXPRESS OR IMPLIED, AS TO ANY PRODUCT, OR THE QUALITY, CONDITION OR PERFORMANCE THEREOF.** Seller shall not be liable, in tort or otherwise, for any consequential or incidental or economic damages whatsoever, nor for any other type of damages which are more than the price theretofore actually paid to Seller for the subject Product or for the subject Hauling. No Purchase Order may be cancelled or rescinded upon less than twelve hours' notice. The sale of all Product is final as of the delivery thereof, Seller has no obligation to accept a return or to restock. To the greatest extent possible, the Applicant waives all rights and remedies set forth in Title 49, Subtitle IV, Part B, and releases Seller from any limitations and restrictions set forth therein.

Seller's Remedies: Seller shall have the right to adequate assurance of performance, stoppage in transit, and reclamation, together with all other rights and remedies available to it pursuant to applicable law. Each submission of a Purchase Order, whether or not in writing, shall constitute a representation by Applicant that it is and remains solvent. Whether or not credit has been extended to Applicant and/or has been exhausted or terminated, finance charges in the amount of one and one half per cent (1.50%) per month shall accrue on any amount not paid to Seller on or before the date when due. No Purchase Order shall be deemed to be of a non-recourse nature, and Seller reserves all its rights and remedies as against Applicant and any consignee of Cargo. Any broker or other intermediary who submits a Purchase Order in the name of Applicant shall be deemed the agent of Applicant. Applicant hereby grants to each Member a security interest upon all of its inventory, equipment, accounts, and general intangibles, both now existing and hereafter acquired, to secure the payment of all money owed by it both now and hereafter to such Member. Nothing herein shall be construed as a waiver or release by any Member of any lien granted to it by law. Applicant shall pay all the costs and reasonable attorneys' fees incurred in the collection of any amount owed by it to any Seller. Any action brought by Applicant or Guarantor (specified below) against any Seller must be filed in New York Supreme Court for Onondaga County. Applicant and Guarantor hereby consent and submit to the jurisdiction of any state or federal court in: (i) Onondaga County, New York, and (ii) the state and county of the Seller's principal office.

APPROVED AND AGREED:

Applicant's Representative: _____ **Date:** _____

Print Name and Title: _____

Personal Guaranty: The undersigned Guarantor hereby unconditionally guarantees the payment when due of any and all indebtedness owed now and at any time hereafter by Applicant to each Member, including without limitation any and all finance charges, attorneys' fees and collection costs, in consideration of such indebtedness. The obligation of Guarantor shall not be changed in any respect notwithstanding any circumstance which might change the obligation of Applicant or its ability to make payment, such as bankruptcy, insolvency or government seizure. The Guarantor hereby agrees to all of the above "Terms and Conditions" as if fully set forth herein. Any Member may enforce payment of this Personal Guaranty without first making demand or proceeding against Applicant. Guarantor shall be personally obligated hereunder notwithstanding the inclusion below of a corporate name or office.

Guarantor: _____ **Date:** _____

Print Name and Address: _____

FOR OFFICE USE ONLY:

Credit Amount Approved: \$ _____ **Date:** _____

Credit reviewed by: _____