



425 North Dauphin Street
Allentown, PA 18109-2199
Office: (610) 435-6746 Fax: (610) 437-7133

CREDIT APPLICATION

Company Name _____
Street Address _____ City/State _____ Zip _____
Telephone No. _____ Email _____
EIN: _____ Business Type: Corporation Partnership Sole Proprietorship Subsidiary
Date Founded ___/___/___ At Present Location Since ___/___/___
Owner(s) or Corporate Officers _____ Requested Credit Limit _____

Trade References

(Must provide 5. Incomplete fax/email information will cause application rejection)

- 1. Name _____
Address _____ City _____ State _____ Zip _____
Phone _____ Email/Fax _____
- 2. Name _____
Address _____ City _____ State _____ Zip _____
Phone _____ Email/Fax _____
- 3. Name _____
Address _____ City _____ State _____ Zip _____
Phone _____ Email/Fax _____
- 4. Name _____
Address _____ City _____ State _____ Zip _____
Phone _____ Email/Fax _____
- 5. Name _____
Address _____ City _____ State _____ Zip _____
Phone _____ Email/Fax _____

Accounts Payable Contact Name _____ A/P Email _____ A/P Phone No _____
Email for invoices to be sent to _____

Sales Tax Applicable Tax Exempt (provide copy of exemption) Tax Exemption Number _____

**Terms and Conditions
(see attached page)**

Printed Name _____ Title _____
Signature _____ Date _____

INVESTIGATION AUTHORIZATION: Buyer authorizes Seller and its designees to obtain information from the above references and from all other available sources for credit purposes and at any time to collect past due indebtedness, and such references and sources are directed to furnish all requested information. It is understood that this information will be held in strictest confidence.



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Bank Information Release

I/We are applying for open credit with Monarch Precast Concrete in Allentown, PA. In this regard, I/we authorize Monarch Precast to conduct inquiries in order to complete their investigation.

I/we authorize my/our references to release information pertaining to my/our credit and financial responsibility.

Business Name: _____

Business Bank Account No.: _____

Bank Name: _____

Contact Person : _____

Authorized Signature: _____

Title: _____

Date: _____



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Terms and Conditions

The following Standard Terms and Conditions of Sale are an integral part of Monarch Precast Concrete (hereinafter "SELLER"). The Standard Terms and Conditions of Sale shall apply to all sales by SELLER unless alternate terms are enumerated in writing and specifically acknowledged as superseding SELLER's Standard Terms and Conditions of Sale and approved by both SELLER and the PURCHASER in writing.

1. This proposal is subject to the terms and conditions stated herein, and upon acceptance of this proposal, the entirety of these terms and conditions shall become part of the Purchase Order CONTRACT between SELLER and the PURCHASER. PURCHASER certifies that it has examined, and is fully familiar with all terms and conditions of this CONTRACT, and the PURCHASER enters into this CONTRACT with full knowledge of said terms and conditions. The CONTRACT also expressly incorporates by this reference the Credit Application, if any, executed by PURCHASER and SELLER associated with SELLER's grant of credit to PURCHASER.
2. PURCHASER agrees that by signing this document, it is authorizing SELLER to obtain financial information from the Trade and Bank references listed in the Credit application. Customer explicitly authorizes SELLER to obtain credit reports in connection with this application for credit. IF SELLER is unable to obtain satisfactory credit information, PURCHASER authorizes SELLER to obtain personal credit information on the principles of the purchasing company.
3. **Payment Terms:** Unless otherwise specified and subject to PURCHASER's credit approval, payment for materials furnished or installed under this CONTRACT is due thirty (30) days after their receipt by PURCHASER, without any retention. If PURCHASER fails to make payment, interest will accrue on the unpaid balance at 2% per month compounded monthly. SELLER reserves the right to cancel future deliveries on invoices after 90-days.
4. **Material Delivery:** Delivery receipt, when signed by purchaser, shall be deemed all material received and in good condition. Delivery of product to PURCHASER may be made without obtaining signatures upon delivery. PURCHASER agrees to provide suitable access for SELLER's delivery trucks. Standby time in excess of one hour from the time of arrival of SELLER's trucks at the designated point will be charged to the account of the PURCHASER. All orders subject to approval at by management.
5. **Risk And Loss:** When materials are specified to be sold F.O.B. Plant, delivery of said materials shall be accomplished at SELLER's plant, and PURCHASER shall bear all risks of loss, damage, injury or liability associated with transportation and placement of said materials. When materials are specified to be sold F.O.B. Job Site, delivery of said materials shall be accomplished at the job site, and PURCHASER bears all risk of loss or damage to said materials once delivery is accomplished by SELLER.
6. **Collection and Attorney's Fees:** If this account is given to a collection agency, or attorney for collection, the PURCHASER agrees to pay all costs resulting therefrom, including without limitation collection agency fees, attorney's fees, court costs and post judgment interest until the debt is paid.
7. **Submittal Approval:** Unless otherwise stated, the materials sold under this CONTRACT are pre-engineered products which are manufactured in accordance with standard catalog data, and were not intended for unusual or specific application. In the event that the PURCHASER requires specially engineered materials, production of the said materials shall be accomplished in accordance with approved shop drawings signed by PURCHASER. SELLER has no obligation to procure materials or fabricate products for SELLER until shop drawing is approved in writing.
8. **Safety:** PURCHASER agrees to provide a safe delivery site and comply with all Federal, state and local safety requirements. PURCHASER further agrees to hold SELLER harmless and to defend any and all actions, claims, suits or proceedings that may subject SELLER to liability due to PURCHASER's failures to properly handle the product or provide a safe delivery site.
9. **Notice Regarding Defective Materials:** Should the materials delivered hereunder not conform with the requirements of this CONTRACT, or be otherwise defective, PURCHASER shall provide written notice to SELLER within Seventy-two (72) hours of PURCHASER's initial knowledge of said defect. If PURCHASER fails to provide said written notice within this period, PURCHASER agrees to waive and relinquish all claims for replacement and repair of said defective materials. In the event that said materials fail to comply with the requirements of this CONTRACT, and PURCHASER provides timely written notice, SELLER will repair or replace the defective materials with conforming goods within a reasonable period of time. In the event that SELLER fails to adequately repair or replace said materials, PURCHASER's sole and exclusive remedy shall be the replacement or repair costs of said defective materials, but not any delays, disruption or other impact damages.
10. **No Damages for Delay:** PURCHASER agrees that in further consideration of the compensation set forth herein, SELLER will not be liable absent any actual fraud or intentional tortious conduct, for any damages or costs incurred by PURCHASER due to delays in the approval, delivery and/or installation of said materials. Seller is not responsible for delays beyond our control (e.g. accident, breakdown, weather).
11. **Compliance With Law:** PURCHASER agrees to comply with all Federal, state and local laws, codes, regulations and ordinances in effect where the work is to be performed; and to pay all fees, licenses and taxes, including sales and use taxes and inspection costs unless otherwise specified in writing.
12. **Qualified Acceptance:** This proposal must be accepted on its exact terms. If additional or different terms are proposed by PURCHASER, its response shall constitute a counter-offer and no CONTRACT shall come into existence without SELLER's written assent to the counter-offer terms.
13. **Increase/Decrease in Credit Limit/Termination of Credit:** SELLER may, in its sole discretion and at any time, increase or decrease PURCHASER's credit limit.
14. **Cancellation:** Orders for special sizes or shapes are not cancelable by PURCHASER in whole or in part for material in process of manufacture or completed.
15. **Material Returned:** If PURCHASER returns material, the SELLER will evaluate the material to determine if credit is due minus returned freight charges and disposal fees.
16. **Return Check Fee:** There will be a \$45 return check fee added to your account.

It is my intention upon opening this account and signing this application that all invoices will be paid in full according to these credit terms. I, the undersigned, certify that the information given on this application is true and correct to the best of my/our knowledge at the time this application was signed and intends to be legally bound by, the terms and conditions. A facsimile or copy of this document and signature may be considered the same as if it were the original. The undersigned represents that he/she has the authority to enter into this agreement on behalf of the applicant.

By: _____ Title: _____ Date: _____