

★ ★ **PLEASE READ THIS FIRST** ★ ★



THANK YOU FOR YOUR INTEREST IN THE PRODUCTS AND SERVICES OF:

O & G INDUSTRIES, INC.

This Credit Application package contains information regarding O&G's Credit Program.

Please read the enclosed **INFORMATION REQUIRED TO ESTABLISH CREDIT** and select the appropriate credit limit for your purposes. Fill out the appropriate forms and gather other required documents.

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

Attention: Credit Department
O&G INDUSTRIES, INC.
112 Wall Street, Torrington, CT 06790-5464

Enclosed is a business reply envelope for your convenience. Should you have any questions or comments, please call our Credit Department at:

860.626.6468

Thank you, again, for selecting O&G INDUSTRIES, INC. as your source for building and construction materials.

O&G INDUSTRIES, INC.

112 WALL STREET ♦ TORRINGTON ♦ CONNECTICUT ♦ 06790 | 860.626.6468 | 860.626.6416 FAX | WWW.OGIND.COM

Read First and Information.wpd Rev. 4/10/19

INFORMATION REQUIRED TO APPLY FOR CREDIT



1. CREDIT LIMIT: TO \$5,000.00

- Fill out Credit Application (Form A) and sign both Agreements
- Release of Information (Form B)

2. CREDIT LIMIT: TO \$25,000.00

- Fill out Credit Application (Form A) and sign both Agreements
- Release of Information (Form B)
- Financial Statement or Tax Return (1 year)

3. CREDIT LIMIT: TO \$100,000.00

- Fill out Credit Application (Form A) and sign both Agreements
- Release of Information (Form B)
- Financial Statements (3 years) (Independently prepared)
- Tax Returns (3 years)
- Certificate of Incorporation If Applicant is a Corporation

4. CREDIT LIMIT: ABOVE \$100,000.00

- Fill out Credit Application (Form A) and sign both Agreements
- Release of Information (Form B)
- Financial Statements (3 years) (Audited)
- Tax Returns (3 years)
- Certificate of Incorporation If Applicant is a Corporation



CREDIT APPLICATION

FORM A

PLEASE COMPLETE IN FULL. IF ANSWER IS "NONE" OR "NOT APPLICABLE", PLEASE SO STATE.

Applicant _____

Fed. ID/SSN _____

Address _____ Telephone () _____

Fax () _____

City _____ State _____ Zip Code _____ Website _____

Years at Present Address _____
 Corporation General Partnership L.L.C.
 L.L.P. Proprietorship Limited Partnership

<input type="checkbox"/> Individual
Employer _____
Position _____ Years _____
Telephone () _____

Corporations — List Full Names with Home Addresses:

Social Security No.

President _____ - - - - -

Secretary _____ - - - - -

Agent for Service _____ - - - - -

Partnerships/LLPs/LLCs — List Full Names with Home Addresses/All Partners/ All LLP/All LLC Members:

Social Security No.

(1) _____ - - - - -

(2) _____ - - - - -

(3) _____ - - - - -

Years in Business _____ Annual Revenue \$ _____ Net Profit \$ _____

Number of Full-Time Employees _____ Payables Contact _____ Email Address _____

Identify Type of Work Engaged In _____ Requested Credit Line \$ _____

Building Material Required Concrete Mason Supplies Quarry Asphalt Other _____

Prior Trade Names of Applicant _____

Name as it Appears on Checks _____ (Please enclose a voided copy of check)

ASSETS		LIABILITIES	
CASH IN BANKS	\$ _____	NOTES PAYABLE (Banks & Others)	\$ _____
1. _____ (ACCT #)		FOR OFFICE USE: Vol. _____ Page _____	
2. _____ (ACCT #)		ACCOUNTS & BILLS PAYABLE	\$ _____
REAL ESTATE OWNED ... Appraised Value ...	\$ _____	REAL ESTATE MORTGAGES (Balances)	\$ _____
Address: _____		BANK: _____	
Owner: _____		ACCT#: _____	
FOR OFFICE USE: Vol. _____ Page _____		OTHER DEBTS (Itemize)	\$ _____
OTHER ASSETS (Itemize)	\$ _____		
TOTAL ASSETS	\$ _____	TOTAL LIABILITIES	\$ _____

Vendor References:	Name	Address	Phone	Account #	Annual Purchases
			()		
			()		
			()		
Bank References:	Name	Location	Phone	Account #	Balance
			()		
			()		

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 O&G 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, explain _____

CREDIT AGREEMENT

For and in consideration of the extension of credit for the purchase of materials or services from **O&G INDUSTRIES, INC.** (O&G), a Connecticut corporation with a principal place of business in the City of Torrington, CT, the undersigned (Buyer) hereby agrees, promises and covenants:

1. That this is a CONTINUING AGREEMENT: Buyer wishes to purchase and O&G wishes to sell goods and materials on an ongoing basis at mutually agreed upon prices. Buyer and O&G agree that such an arrangement will benefit both parties and for mutual consideration the undersigned, individually, jointly and severally agree that this credit agreement, together with all quotes, orders, transaction tickets and invoices, including the terms and conditions contained on each of those documents, shall, jointly and severally, constitute a Contract for the purchase and sale of goods and services between the Buyer and O&G. In the event of a conflict or inconsistency between this agreement and any other document referenced in this paragraph, this Credit Agreement shall control and govern the rights and obligations of the parties.
2. The individual executing this Credit Agreement by signing below on behalf of the Buyer, individually and personally, represents and guarantees to O&G that: 1) he/she is authorized to execute this Credit Agreement on behalf of Buyer; 2) the information set forth in this Credit Agreement is accurate and complete; and 3) the terms and conditions of this Credit Agreement apply to all sales to Buyer.
3. As inducement for O&G Industries, Inc. to sell to and continue to sell to Buyer goods and materials, Buyer hereby represents, warrants and guarantees that Buyer is solvent and that Buyer pays all debts and obligations as they become due. The preceding representation and guarantee will be deemed to be repeated in each purchase by Buyer from O&G Industries, Inc.
4. To pay all bills as rendered by O&G, for materials or services provided according to the following terms unless otherwise agreed to in writing:
 - a. Billing will be invoiced twice monthly.
 - 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 O&G shall constitute prima facie evidence of the amounts due and owing from time to time to O&G pursuant to this Credit Agreement.
5. 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%)].
6. Emailed documents will be deemed as original. No oral agreements will be accepted or oral modifications to this Credit Agreement are allowed. Any modification must be in writing signed by both O&G and Buyer. The terms on this Credit Agreement overrides all others and incorporate all prior discussions between O&G and Buyer.
7. 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.
8. 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 O&G 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.
9. O&G 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 O&G's description shall be replacement of such goods within a reasonable time. Under no circumstances shall O&G be liable for consequential damages for goods or services furnished to the Buyer.
10. If, in the opinion and sole discretion of O&G, the financial condition of the Buyer warrants, O&G 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.
11. All purchases, in the regular course of business by employees or other agents of the Buyer, shall be considered

CERTIFICATE OF CONFORMITY

I (we) certify that all materials delivered to **O&G INDUSTRIES, INC.** *contain only* clean rock, stone, sand, gravel, concrete block, concrete or bituminous concrete (asphalt). I (we) also certify that these materials *do not* contain, nor are they mixed with hazardous wastes, oil or petroleum, waste oil or chemical liquids regulated by local, state and/or Federal law.

In addition, I (we) agree to defend, indemnify and hold harmless **O&G INDUSTRIES, INC.** and their respective officers, agents and employees from any harm, damage or loss resulting from a delivery that does not conform to these restrictions.

Company Name:

Witness:

By: _____

Signature

Its: _____
Duly Authorized

Date: _____



Ma'am/Sir:

The undersigned hereby authorizes and irrevocably consents to the release to **O&G INDUSTRIES, INC.** and to local and national credit associations and reporting services, of such information O&G may deem necessary to determine the credit worthiness of the undersigned for the purpose of establishing and maintaining a line of credit with O&G.

The undersigned authorizes O&G 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: _____

By: _____

Its:

Duly Authorized: _____

Please Print Name

Date: _____

JOB INFORMATION FORM

FORM C

Credit & Collections**Phone****Fax**

Lisa M. Canfield	860.496.4234	860.626.6416
Linda Konopaske	860.496.4872	860.626.6416
Kimberly A. Lukcso	860.496.4259	860.626.6416
Joseph Metzger	860.496.4868	860.626.6416
Joseph Nania	203.394.6003	203.337.5124
Karen M. Obar	203.574.8411	203.573.0109
Lucia M. Videtto	860.496.4816	860.626.6416



O & G INDUSTRIES, INC. participates in local and national credit associations and reporting services including:

- Bridgeport Builders Supply Credit
- National Association of Credit Management
- Experian Information Services

Robert Jonke
Torrington 860.496.4871

Credit Manager
Fax 860.626.6416

Date: _____ Quote: _____ Taxable: _____

Job Name: _____ Phone No.: _____

Address: _____

Owner's Name: _____

Address: _____

Phone No: () _____

General Contractor's Name: _____

Address: _____

Phone No: () _____

Bonded: Yes No Name of Bond Co.: _____

Address of Bond Co.: _____

Phone No: () _____

Approximate Date: Start _____ Finish _____

Signature: _____

O&G INDUSTRIES, INC.