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.
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 ( ) ____________________________

City ____________________________ State ___ Zip Code ____________________________

Years at Present Address ____________

Fax ( )

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.

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 ____________________________

(1) ____________

(2) ____________

(3) ____________

P A Y S T A T E S

CASH IN BANKS .................

NOTES PAYABLE .......

(please enclose a voided copy of check)

1. (ACCT #)

2. (ACCT #)

REAL ESTATE OWNED . . . .

Address:

Owner: ____________________________

FOR OFFICE USE: Vol.__________ Page__________

OTHER ASSETS ...........

$ ________

TOTAL ASSETS $ ________

LIABILITIES

FOR OFFICE USE: Vol.__________ Page__________

ACCOUNTS & BILLS PAYABLE . . . .

$ ________

REAL ESTATE MORTGAGES (Balances) . . . .

BANK:

ACCT#: ____________________________

OTHER DEBTS ...........

$ ________

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 Application A - Application.wpd Rev. 4/10/19
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
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 O&G.

12. This Credit Agreement and Buyer’s obligations hereunder shall apply to all purchases. Any credit limits as may be established by O&G from time to time are for purposes of its internal auditing procedures. They are not a limit of Buyer’s liability.

13. O&G 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.

14. The risk in the Goods shall pass to the Customer on delivery but until O&G has received payment in full, the Goods shall remain the ownership and property of O&G. O&G has the right, without prejudice to the obligation of the Customer, to pay the price to recover the Goods and for the purpose thereof, O&G or O&G’s nominated agent may enter upon any premises of or occupied by the Customer or third party with the consent of the third party.

15. 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 O&G’s sole election in the Litchfield 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 O&G INDUSTRIES, INC. IN THE COLLECTION OF THE UNDERSIGNED.

Dated at:_____________________________________ this______ day of______________________, 20_______
LOCATION WHERE SIGNED    DAY                    MONTH  YEAR

Buyer:__________________________________________Duly Authorized
PRINT NAME OF APPLICANT INDICATED ON CREDIT APPLICATION
By:__________________________________________
SIGNATURE
Its:__________________________________________TITLE

PLEASE PRINT NAME OF PERSON SIGNING

Guarantor(s) acknowledges receipt of Credit Agreement on ________________________________, DATE

_______________________________________________________    _____________________________________________________
Individual Guarantor  Individual Guarantor

Rev.4/10/19
GUARANTY AGREEMENT

In consideration of credit or other financial accommodations heretofore and hereinafter granted by O & G INDUSTRIES, INC., 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 O&G 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 BY O&G INDUSTRIES, INC. IN THE COLLECTION OF THE UNDERSIGNED.

Dated at: ____________________________ this __________ day of __________

________________________________________  ______________________________________
Personal Guarantor                                  Personal Guarantor

PLEASE PRINT NAME (No Title)                      PLEASE PRINT NAME (No Title)
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:____________________________
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  Fax 860.626.6416

O & G INDUSTRIES, INC.
112 WALL STREET  TORRINGTON  CONNECTICUT  06790  |  860.626.6468  |  860.626.6416 FAX  |  WWW.OGIND.COM

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: ________________________________

JOB INFORMATION FORM  FORM C