



6459 State Highway 23, Oneonta, NY 13820
Phone: 607-432-6641 Fax: 607-433-6284

Aman Development Corporation
d/b/a Pickett Building Materials
d/b/a Oneonta Block Company
d/b/a Duke Concrete Products
Otsego Ready Mix, Inc.

Business/Contractor Credit Application

Name of Purchaser/Entity: _____

Mailing & Street Address _____

City, State, Zip _____ County _____

Phone Number Including Area Code _____ Fax _____

Type of Business _____

How Long in Business at this Address? _____

Please Circle One: 1. Corporation 2. LLC 3. Partnership 4. d/b/a

Subsidiary/Division of _____

Owners/Shareholders/Partners/Officers/Members

_____	_____	_____
Name	SSN	Drivers License

_____	_____	_____
Name	SSN	Drivers License

_____	_____	_____
Name	SSN	Drivers License

Amount of Credit Requested on a Monthly Basis \$ _____

Persons Authorized to Charge to Purchaser's Account

1. _____	3. _____
2. _____	4. _____

Federal ID#

State Resale Certificate # (Attach Copy)

Insurance Companies Providing Required Coverages

_____	_____
Ins. Co. Name	Policy #

_____	_____
Ins. Co. Name	Policy #



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Bank References

_____	_____
Name of Bank	Account Number
_____	_____
Address	Phone # Including Area Code

Business References

_____	Phone # _____
Business Name and address	Fax # _____
_____	Phone # _____
Business Name and address	Fax # _____
_____	Phone # _____
Business Name and address	Fax # _____

Purchaser hereby authorizes Arnan Development Corp, dba Oneonta Block Company, dba Pickett Building Materials, dba Duke Concrete Products, and Otsego Ready Mix, Inc. as Sellers, and their agents or any credit bureau or other investigative agency employed, to investigate the Purchaser seeking credit herein, along with all affiliates, partners, owners, officers, members, managers and directors thereof.

THE SALES TERMS AND CONDITIONS FOR ALL PRODUCT/SERVICES SALES TO PURCHASER ARE ATTACHED HERETO. PURCHASER HEREBY ACCEPTS AND AGREES TO ABIDE BY THOSE SALES TERMS AND CONDITIONS. WRITTEN SALES ORDERS SHALL BE EXECUTED AND RETURNED TO SELLER BY PURCHASER PRIOR TO THE FULFILLMENT OF ALL ORDERS. SELLER RESERVES THE RIGHT TO LIMIT OR REFUSE ANY SALE TO PURCHASER.

	Signatures	Date
Owners/Partners	_____	_____
_____	_____	_____
<u>Corporation</u>	_____	_____
President	_____	_____
Vice President	_____	_____
<u>LLC</u>	_____	_____
Member/Manager	_____	_____



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SALES TERMS AND CONDITIONS

1. All Sales Orders are subject to these terms and conditions, which combined with the Sales Order constitutes the "Contract" between Purchaser and the Seller entity(ies) identified on the Sales Order. If Purchaser is buying on credit, the terms of Purchaser's credit agreement with Seller shall also apply. All other terms, including any alleged oral terms or terms contained in any purchase orders issued by Purchaser, are excluded. Any modifications must be in writing and signed by each party.
2. Payment is due in full on the date stated on the front of the Sales Order. Interest at the lesser of 2% per month or the maximum rate allowed by law will be imposed on all delinquent invoices. Purchaser will pay to Seller all applicable federal, state and local sales and use taxes. In addition to any other available rights and remedies, in the event of non-payment or any other breach of Contract by Purchaser, Seller shall be entitled to recover from Purchaser all costs of collection and litigation including, but not limited to, reasonable attorney's fees. Seller reserves the right to require payments in advance, to require joint checks and/or to cancel the unfilled portion of the Sales Order without notice in the event of a breach by Purchaser, in the event of any non-payment by Purchaser or if Purchaser's financial status becomes impaired or is deemed unsatisfactory to Seller.
3. Regular delivery hours are 7:00 a.m. - 4:30 p.m., Monday through Friday. Additional charges may be added for deliveries outside of these hours and for any waiting/unloading periods in excess of 60 minutes. Seller reserves the right to adjust the pricing of the Products/Services should the size, quantity and/or timing of Purchaser's order change or require overtime work by Seller's representatives. The Seller shall not be responsible for any failure to make delivery due to circumstances beyond its control, including but not limited to equipment failure, traffic, strikes, adverse weather, inaccessible or unsafe worksite(s) and/or Acts of God.
4. All sales are sold FOB Seller's facility. Delivery schedules will be mutually agreed upon between Seller and Purchaser. Deliveries will be made to the best of Seller's ability, however, Purchaser waives any claims associated with any delays in delivery. Purchaser must provide suitable approaches to delivery points beyond paved streets. For delivery beyond curb lines, Purchaser assumes all liability for damage to vehicles, sidewalks, driveways, pipes, septic tanks, and/or other property, and Purchaser shall defend, indemnify and hold Seller and its affiliates, officers, directors, employees and agents harmless from and against any and all claims, liabilities, losses, damages and expenses incurred as a result of such delivery, including but not limited to reasonable attorney's fees. Purchaser waives all rights of subrogation against Seller.
5. For concrete deliveries: (a) Purchaser must provide an appropriate location and facility (in compliance with applicable law) for Seller to washout the truck's chutes and drum after discharging concrete; and (b) Purchaser is responsible for full payment of, including all costs of disposal and Seller's return charge per truck, for, (i) orders not cancelled at least two hours prior to delivery time; (ii) concrete delivered due to Purchaser's mistake or in excess of requirements; and/or (iii) concrete not deliverable due to unsuitable approaches. Concrete prices and quantities are based upon wet volume and are not sold "form measurement" or measured "in place". Yield will be established in accordance with applicable ASTM standards. Purchaser will pay all charges incident to inspection or testing, and is responsible for all weather protections.
6. Customized and special order Products/Services, including concrete masonry units, are not returnable and such orders may not be cancelled.
7. **Limited Warranty:** Seller warrants that the Products/Services provided will conform to ASTM standards. **SELLER MAKES NO OTHER WARRANTIES AND SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SELLER DISCLAIMS ALL RESPONSIBILITY FOR THE FINISHED WORK INTO WHICH THE PRODUCTS/SERVICES ARE INCORPORATED OR FOR COMPLIANCE WITH FEDERAL, STATE OR LOCAL LAWS AND REGULATIONS.**

PURCHASER'S SOLE REMEDY IN THE EVENT OF A BREACH OF WARRANTY OR OTHERWISE IS REIMBURSEMENT OF THE PRICE PAID TO SELLER FOR ANY PROVEN DEFECTIVE ITEM SOLD. IN NO EVENT SHALL SELLER BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER IN CONTRACT OR IN TORT OR OTHERWISE, INCLUDING LOST PROFITS, LOST BUSINESS, LOSS OF FINANCING, LIQUIDATED DAMAGES, FINES AND PENALTIES. SELLER'S LIABILITY SHALL IN NO CASE EXCEED THE AMOUNT THAT PURCHASER PAID TO SELLER FOR ANY PROVEN DEFECTIVE ITEM SOLD BY SELLER.

8. Purchaser must give Seller written notice within 48 hours after delivery of any claim against Seller alleging non-conforming Products/Services or any other cause. Seller shall be given reasonable opportunity to investigate all claims and assumes no responsibility for alleged non-conforming Products/Services that are installed, including but not limited to concrete masonry units. Any failure by Purchaser to give written notice within such 48 hour period will be deemed a conclusive waiver by Purchaser of all claims against Seller.
9. Purchaser shall maintain and carry the following insurance coverages: commercial general liability (including product liability and, for services to be performed, completed operations liability) in a sum no less than \$1 million, automobile liability in a sum no less than \$1 million, and worker's compensation in an amount no less than the applicable statutory minimum requirement, all with insurance carriers with an AM Best rating of no less than A-. All insurance required by Purchaser herein must cover Seller, and its affiliates, and their respective officers, directors, shareholders, employees and agents as additional insureds. Upon request, Purchaser shall provide Seller evidence that Purchaser maintains the described insurance, and that the coverage will not be changed without 30 days advance written notification to Seller from the carrier(s). The amount of insurance carried in compliance with the above requirements is not to be construed as either a limitation on or satisfaction of the indemnification obligations of Purchaser under this Sales Order.
10. All rights and remedies of Seller are cumulative. Failure of Seller to exercise any rights or remedies will not be deemed a waiver of any such right or remedy. The unenforceability of any provision of this Contract will not affect the enforceability of any other provision of this Contract, and each other provision of this Contract will be severable and enforceable to the extent permitted by law.
11. To the fullest extent permitted by law, Purchaser shall defend, indemnify and hold Seller and its affiliates, officers, directors, employees and agents harmless against all damages, costs and expenses, including reasonable attorney's fees, for claims concerning personal injuries and/or property damage relating to the Product/Services provided by Seller and/or the delivery thereof.
12. Any and all disputes concerning or relating to this Contract or the Products/Services provided by Seller shall be governed by New York law and litigated in a Court of competent jurisdiction in Delaware County, New York.



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Personal Guarantee

Purchaser: Name of Business or person(s) requesting Credit

Business Address

Business Federal ID #

As an inducement to extend credit to and make present and future sales to the Purchaser, the undersigned joint and severally personally guarantee in an individual capacity: (a) timely payment in full of all present and future indebtedness of the Purchaser, including but not limited to all principal sums, interest charges and attorney's fees; and (2) timely performance of all obligations, liabilities and responsibilities of the Purchaser, to Aman Development Corp, dba Oneonta Block Company, dba Pickett Building Materials, dba Duke Concrete Products, and Otsego Ready Mix, Inc. as Sellers, including all present and future Sales Orders and the associated Sales Terms and Conditions. The undersigned personal guarantors shall additionally be joint and severally liable for all attorney's fees and collection costs associated with the enforcement of this personal guarantee.

Individuals Please Sign Below

Date	Signature	SSN	Home Address
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Date	Signature	SSN	Home Address
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Date	Signature	SSN	Home Address
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