



- Boger Concrete Co
- Byler Concrete Co
- Byler Quarries
- Byler Trucking Services
- Merrick Sand & Gravel

118 Springwood Dr Ste 300  
Lebanon, PA 17042

(717) 438-4800

BylerMaterialsAR@bylerholdings.com

CUSTOMER CREDIT APPLICATION

Company Information

Legal Company Name: \_\_\_\_\_

DBA: \_\_\_\_\_

Street Address: \_\_\_\_\_

Billing Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

Website: \_\_\_\_\_

Number of Employees: \_\_\_\_\_ Date Established: \_\_\_\_\_ Estimated Annual Sales: \_\_\_\_\_

Federal Tax ID number: \_\_\_\_\_

Exempt from MD Sales and Use Tax: ( ) No ( ) Yes - *MUST attach copy of sales tax exemption certificate*

Company Structure: ( ) Sole Proprietorship ( ) Partnership ( ) Corporation ( ) LLC

*Note: Invoices will be emailed to the email address above unless otherwise requested.*

Bank Reference

Bank Name: \_\_\_\_\_ Acct. No. \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Trade References

Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Title: \_\_\_\_\_ Phone: \_\_\_\_\_

Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Title: \_\_\_\_\_ Phone: \_\_\_\_\_

Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Title: \_\_\_\_\_ Phone: \_\_\_\_\_

Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

Please note: It typically takes 3 to 5 business days to process a credit application. However, some suppliers will respond only in writing which may delay the approval of some applications. We ask that the credit application be completed and returned in its entirety.

We require at least THREE REFERENCES where you have credit established (not prepay or COD accounts).



**AGREEMENT AND SIGNATURE**

I/We expressly consent to Byler Materials LLC and associated companies (hereinafter referred to as the "Supplier") my/our permission to obtain any reports containing credit or personal information that is required for the purpose of establishing an account and obtaining credit from the Supplier.

I/We declare that the information provided on this application is true and accurate in every aspect. This declaration is made for the purpose of obtaining credit from the Supplier and will remain confidential.

In consideration for the extension of credit and intending to be legally bound hereby, the undersigned Applicant agrees that the following terms will govern any charge account established by the Supplier for Applicant's benefit.

*Payment:* Applicant hereby agrees to pay the Time of Sale Price of purchases charged to Applicant's account. The Time of Sale Price shall consist of the cash sale price, including applicable sales tax and delivery charges, if any, plus service charges and any finance charge, which may accrue pursuant to paragraph titled Past Due Accounts hereunder.

*Past Due Accounts:* Applicant hereby agrees that interest charges of 1½% per month or 18% per annum will be assessed on any account balance which is not satisfied within 30 days of the invoice date.

*Supplier's Remedies:* In the case of Applicant's default, Applicant's entire account balance shall become due and payable. Supplier's waiver of any default shall not operate as a waiver of any other default. If Applicant's account is referred for collection, Applicant will pay to the extent permitted by law, reasonable attorney's fees and court costs incurred.

*Supplier's Discretion:* The extension of temporary credit pursuant to this agreement is within Supplier's sole discretion and Supplier may terminate this agreement at any time for any reason.

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Applicant Company Name

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Authorized Signature

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Print name

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Title

Date



INDIVIDUAL PERSONAL GUARANTEE

For and in consideration of Byler Materials LLC and associated companies (hereinafter referred to as the “Supplier”) extending credit to (applicant company name) \_\_\_\_\_ (hereinafter referred to as the “Applicant”) and with the understanding that, without this Guarantee, Supplier would not extend such credit, the undersigned Guarantor hereby personally guarantees the payment of any obligation of the Applicant to the Supplier. Therefore, Guarantor hereby agrees to pay the Supplier on demand, without offset, any sum due to the Supplier by the Applicant if and when Applicant fails to pay such amount. Guarantor further agrees to pay all costs of collecting, including reasonable attorney’s fees. This Guarantee shall be a continuing and irrevocable guarantee for indebtedness of the Applicant. Furthermore, Guarantor consents to and waives notice of any modification, amendment or extension of the credit agreement hereby guaranteed.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date