



APPLICATION FOR BUSINESS CREDIT

This Application for Business Credit ("Application" or "Agreement"), including the attached Terms & Conditions, is to be used solely to obtain credit to make purchases for commercial or business purposes and is not to be used for the purchase of personal or household goods or services. The failure to complete this application completely and legibly will cause a delay in processing.

Business Name: _____

Federal Tax ID No. _____

Address (Mailing): _____ / _____ / _____ / _____
Street City State Zip

Address (Physical): _____ / _____ / _____ / _____
Street City State Zip

Credit Amount Requested: _____
How long have you operated under this business name? _____
Phone: (____) _____ - _____
Email : _____
Primary Contact Name: _____
Contractor's License No.: _____

CHECK ONE:
 Individual
 Partnership
 Corporation
 L. L. C.
 Other (explain)

INDIVIDUALS, OWNERS, PARTNERS, MEMBERS, OR OFFICERS:

1. Name: _____ Title: _____ SSN (Last 4 Digits): _____
Home Address: _____ City _____ State _____
Zip _____ Home Phone: _____ Home Phone: _____

2. Name: _____ Title: _____ SSN (Last 4 Digits): _____
Home Address: _____ City _____ State _____
Zip _____ Home Phone: _____ Home Phone: _____

3. Name: _____ Title: _____ SSN (Last 4 Digits): _____
Home Address: _____ City _____ State _____
Zip _____ Home Phone: _____ Home Phone: _____

Trade references:

Name: _____ Address: _____ Phone: (____) _____
City _____ State _____ Zip _____ Fax: (____) _____

Name: _____ Address: _____ Phone: (____) _____
City _____ State _____ Zip _____ Fax: (____) _____

Name: _____ Address: _____ Phone: (____) _____
City _____ State _____ Zip _____ Fax: (____) _____

Bank: _____ Fax: (____) _____ Phone: (____) _____
Checking Account No.: _____ Balance: \$ _____ Bank Officer: _____

Real Estate: List by address all real estate owned by the Applicant:

- 1. _____
- 2. _____

Have you, any officer, or any owner, ever had an account with us before? YES NO.
If so, when? _____ Under what name? _____

Have you, any officer, or any owner, within the past ten (10) years, filed personal or corporate bankruptcy? YES NO.
If so, when? _____ Under what name? _____

Has the Applicant ever been in business under any other name? YES NO. If so, under what name?
If so, when? _____ Under what name? _____



TERMS & CONDITIONS

- 1. Enforceability/Credit Review Authorization** – Applicant is submitting this Application in order to obtain credit from the above-referenced business (“Company”). Applicant hereby authorizes Company to obtain any information it deems necessary from any sources or references listed on this Application and from any credit bureau, creditors, trade references, banks or other financial institutions. Applicant further authorizes each of such sources, references, credit bureaus, creditors, banks and financial institutions to supply Company such information as Company deems necessary to assist it in its consideration of this Application.
- 2. Payment Terms** -- If this Application is accepted, Applicant agrees to pay in full the invoice price of all purchases now or hereafter made from Company promptly when due according to the terms set forth on each invoice. If the total invoice price is not paid in full on or before the due date, Applicant agrees to pay interest on the unpaid delinquent balance. This interest will be calculated at the rate of one percent (1%) per month (annual percentage rate 12%) or the maximum rate allowed by law, whichever is less. If Applicant should fail to fulfill any of its obligations under this Agreement, or if Company in good faith deems itself insecure because the prospect for payment is impaired or the prospect of performance of any provision of this Agreement is impaired, or if a default occurs for any other reason provided in this Agreement, then Company, at its option and without notice, may declare the entire unpaid balance owed by Applicant under this Agreement to be immediately due and payable, or terminate the credit privileges of Applicant under this Agreement, or both. Applicant agrees to pay in full all costs and expenses incurred by Company in collecting the amounts owed by Applicant under this Agreement, including any and all court costs and attorneys’ fees. Payments received will be applied against open items on unpaid invoices in an order and sequence determined by Company in its sole discretion.
- 3. Returned Checks** -- Checks returned unpaid by your bank may be redeposited a second time in an effort to clear your payments before they are returned to Company. Returned checks regardless of the reason, are subject to a service charge in an amount not to exceed applicable law.
- 4. Credit Discretion** -- Notwithstanding any term or condition herein to the contrary, this Agreement shall not be construed as imposing any obligation on the part of Company to furnish credit in any amount, and Company in its sole discretion, may terminate or limit the Applicant’s credit privileges without prior notice to Applicant. The exercise of this discretion shall be in addition to any right or remedy which Company may have pursuant to this Application and applicable law.
- 5. Default** -- The occurrence of any of the following events shall constitute default under this Agreement: (a) Applicant fails to fulfill any obligation of this Agreement or to perform, or rectify the breach of any warranty or other undertaking by Applicant in this Agreement; (b) Applicant, or a guarantor of Applicant’s indebtedness under this Agreement, dies, terminates existence, abandons its business, becomes insolvent, bankrupt, becomes subject to receivership, insolvency, or similar proceedings, or makes an assignment for the benefit of creditors; (c) Any information or other representations now or hereafter made or furnished to Company by Applicant or at Applicant’s request or instructions is, or is believed by Company to be, inaccurate, incomplete, or false in any material respect; (d) Applicant violates or breaches any provision of this Agreement; (e) Any Collateral which is security for Applicant’s indebtedness under this Agreement is lost, suffers material damage or destruction, is levied upon, becomes subject to a receivership, or cannot be located within five (5) days after Company demands to inspect the same; or (f) Any other event which causes Company to deem itself insecure or to believe that the prospect of performance of any provision of this Agreement by Applicant is impaired.
- 6. Defective Material** -- Applicant acknowledges that Company accepts no responsibility for the installation or placement of any materials furnished by Company, unless those materials are installed by Company personnel pursuant to a written contract or other written agreement. Any defect in project design or installation, and any misuse or failure to properly maintain any installation of Company’s materials voids any and all warranties (express or implied) by Company, except warranty of title. All materials furnished by Company must be inspected by Applicant, and any claimed defect or non-conformity must be communicated to Company in writing within five (5) days after Applicant receives the materials at issue.
- 7. Invoices** -- All payments for materials furnished by Company shall be made upon the basis of materials delivered (or picked up) as shown by Company’s ticket(s), whether signed by Applicant or not, and by Company’s delivery records. For materials purchased, Applicant will receive invoices from Company showing amounts delivered and payments due. Failure on the part of Applicant to dispute in writing the accuracy within twenty (20) days after its initial receipt constitutes agreement to the correctness of the invoice and acceptance of the materials covered by the invoice. Payment to Company shall be due pursuant to invoice terms and is not contingent upon Applicant’s receipt of payment or approval from any third party.
- 8. Sales & Use Tax** -- Applicant agrees that in the event Company is to pay sales, transaction privilege, or use taxes to any governmental or regulatory authority in connection with any sale of tangible property or other items or materials to Applicant, Applicant will, upon demand, reimburse, indemnify and hold harmless Company for the amount of any such tax paid, and for the amount of all costs or attorneys’ fees incurred by Company in contesting or collecting such tax.
- 9. Waiver** – Company may, at its option, permit Applicant to remedy any default under this Agreement without waiving the default so remedied or any other subsequent or prior default by Applicant, Applicant waives notice of default of this Agreement and waives presentment, demand, protest and notice of dishonor as to any instrument.
- 10. Corporate Authority** -- Applicant warrants that it has authority to enter into this Agreement and that any person signing this Agreement has been duly authorized to execute this Agreement on behalf of Applicant. Applicant acknowledges that Company is relying upon the information provided in the Application to extend credit to the Applicant.
- 11. Accuracy of Information** -- Applicant certifies that any and all information now or hereafter supplied to Company by Applicant, or at Applicant’s request or instruction, is both accurate and complete, and Applicant will, upon request, establish the accuracy and completeness of any such information. Applicant shall promptly notify Company if Applicant should change its name or begin to do business under any other name. Applicant shall promptly notify Company if Applicant should incorporate or organize its business at any time subsequent to the date of this application.
- 12. Project Information** -- Applicant shall provide Company upon request information regarding bonding companies, general contractors, or owners for the purpose of filing preliminary notices, claims on payment bonds, or liens.
- 13. Modification** -- The terms of this Agreement may be modified or amended by Company at any time upon thirty (30) days notice to Applicant in the invoices, or otherwise.



14. Credit Experience Reporting -- Applicant hereby acknowledges Company may report its credit experience with Applicant, including Applicant's payment history, account balances, and other information, to a credit reporting agency. The credit reporting agency will make this information, as well as information received by other creditors of Applicant, available to the public. Company will use commercially reasonable efforts to ensure that its reporting, as it pertains to Applicant's credit experience, is accurate and complete. Company will also work in good faith with Applicant to correct any incorrect information reported by Company. Applicant acknowledges, affirms, and agrees that Company will not be liable to Applicant for any type of damages, claims, costs, allegations, assertions, actions, liabilities, costs or expenses stemming from Company's reporting of Applicant's credit experience to a credit reporting agency. Applicant's sole remedy in the event of incorrect information is to request that Company work in good faith to submit corrected information to the applicable reporting agency.

15. Business Purposes -- Applicant agrees that this Account shall be used only for purchases for commercial or business purposes, and not for personal, family, or household purposes, and you understand that Company is relying upon this representation in entering into this Agreement. In this connection, you understand that your agreement not to use this Account for personal, family or household purposes means that important duties imposed upon us, and important rights conferred upon a consumer, pursuant to certain federal or state laws, will not apply to this Account.

16. DAMAGE LIMITATION. IN NO EVENT SHALL COMPANY BE LIABLE UNDER THIS AGREEMENT TO THE APPLICANT FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, INCLUDING ANY DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF USE, REVENUE OR PROFIT, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT THE APPLICANT WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, TO THE MAXIMUM EXTENT THAT SUCH DAMAGES MAY BE DISCLAIMED UNDER APPLICABLE LAW.

17. Additional Provisions – (a) The rights and remedies of Company stated in this Agreement are cumulative and are in addition to any other rights or remedies provided by law. This Agreement shall not be binding upon Company or inure to the benefit of Applicant until written acceptance by Company. If Applicant requests the extension of credit through subcontract or other work to be furnished by Company, any such agreement shall be in writing. In that event, that subcontract or other agreement shall be subject to the terms of this Credit Application, and in the event of conflict, the terms of this Credit Application shall govern over any inconsistent term. (b) Applicant agrees that Company shall have the right to set off any amounts which may become payable by Applicant (or any of its affiliates if Applicant is a corporation, partnership, or limited liability company) to Company arising, either directly or indirectly, from the granting of credit to, and the establishment of an account for, Applicant hereunder against any amounts which Company may owe to Applicant whether arising from the credit granted hereunder or under any contract, subcontract, purchase order, or other agreements(s) between Applicant and Company or Company's parent and affiliate corporations. (c) Applicant acknowledges and agrees that in the event Company terminates Applicant's credit account for whatever reason, Company shall have the right, at its option, to terminate or suspend performance of any contracts, subcontracts, purchase orders, or other agreements to which Applicant (or any of its affiliates if Applicant is a corporation or limited liability company) and Company are parties thereto without liability therefore. (d) Applicant acknowledges and agrees that Company shall have the continuing right at any time to request and receive from Applicant (i) payment assurances of Applicant's outstanding account balance; and (ii) updated financial information for the credit privileges extended hereunder. (e) A copy of this Application shall be considered an original of the document and shall have the same force and effect as a signed original.

18. Warranty -- Company MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE ON ANY PRODUCTS SOLD TO APPLICANT. ANY DEFECTS CAUSED BY IMPROPER USE, DESIGN, INSTALLATION, OR MAINTENANCE VOID ANY AND ALL WARRANTIES EXPRESSED OR IMPLIED, AND WHICH OTHERWISE APPLY. **IT IS AGREED THAT COMPANY SHALL NOT BE RESPONSIBLE FOR ANY DAMAGES WHICH EXCEED THE INVOICE PRICE OF ANY MATERIALS WHICH ARE DETERMINED TO BE DEFECTIVE OR NON-CONFORMING.**

19. Binding Agreement -- This Agreement shall inure to the benefit of the successors and assigns of Company, and shall be binding upon Applicant's heirs, legatees, devisees, personal representatives, successors and assigns.

20. Applicable Law -- Applicant and Company agree that the laws of that State where the Company's main office is located shall govern the interpretation of this Agreement.

21. MANDATORY BINDING ARBITRATION: ANY DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT, INCLUDING ANY CLAIMS RELATED TO THE MATERIALS SUPPLIED BY COMPANY, SHALL BE SUBMITTED TO AND RESOLVED BY BINDING ARBITRATION BY A SINGLE ARBITRATOR IN THE STATE AND COUNTY WHERE APPLICANT PURCHASED THE MATERIALS OR SERVICES FROM COMPANY. THE AMERICAN ARBITRATION ASSOCIATION (AAA) SHALL CONDUCT THE ARBITRATION AND THE COSTS OF THE ARBITRATION SHALL BE BORNE EQUALLY BY THE PARTIES. THE UNDERLYING AWARD MAY BE APPEALED PURSUANT TO THE AAA'S OPTIONAL APPELLATE ARBITRATION RULES AND THE UNDERLYING AWARD RENDERED BY THE ARBITRATOR(S) SHALL, AT A MINIMUM, BE A REASONED AWARD.

Applicant hereby states that all the information provided herein is true and correct. Further, Applicant has read and agrees to the Terms & Conditions noted in this Application.

NAME OF APPLICANT: _____

SIGNATURE OF AUTHORIZED SIGNER: _____

PRINTED NAME OF AUTHORIZED SIGNER: _____

TITLE OF AUTHORIZED SIGNER: _____

DATE: _____



GUARANTY

To induce Company to extend credit or continue the extension of existing credit, the undersigned Guarantor(s) do hereby absolutely and unconditionally guarantee, jointly and severally, the prompt payment of any and all indebtedness of Applicant now existing or hereafter incurred without requiring Company to first proceed with collection proceedings against the Applicant. The undersigned Guarantor(s) waive any notices regarding the governing credit agreement or this Guaranty. This Guaranty shall be in effect until the Agreement has terminated and all amounts due hereunder have been fully paid. Guarantor(s) agree(s) that if amounts owed by Applicant are not paid as agreed, Company may report Guarantor(s) liability for and the status of the amounts due to credit bureaus and others who may lawfully receive such information. Guarantor(s) also understand(s) and agree(s) that your personal credit may be used in making credit decisions on the extension of credit to Applicant hereunder and consumer reports and other inquiries regarding your credit may be obtained from time to time by Company or any assignee in connection with the extension of credit hereunder.

Guarantor Signature

Guarantor Signature

Printed or Typed Name of Guarantor

Printed or Typed Name of Guarantor

Social Security Number of Guarantor

Social Security Number of Guarantor

Address of Guarantor

Address of Guarantor

City, State, Zip Code

City, State, Zip Code

Material Delivery Authorized Signature Waiver

The New Jersey Construction Lien Law requires us to have an authorized representative on site, which is not always practical or feasible. We hereby waive the requirement of having an authorized person present when deliveries are made.

We understand that any discrepancies in a delivery must be communicated in writing or by fax, to the above supplier within twenty-four hours following the receipt of the delivery. If no such communication results, it will be understood that:

- The delivery was accepted
- The delivery ticket serves as our contract
- We are obligated to pay for the materials in accordance with our credit agreement.

It is understood and agreed that if Tilcon New York Inc., and Tilcon New Jersey, A Division of Tilcon New York, Inc., extends credit and/or delivers merchandise to the undersigned, and the account becomes delinquent and is given to an attorney for collections, the undersigned, (irrespective of any and all invoice terms accompanying said delivery or deliveries) agrees to pay the account debt plus all costs of collection including reasonable attorney's fees, and interest on any delinquent balance at the rate of one and a half percent (1 1/2%) per month (provided this rate does not exceed the amount permitted by law) commencing with the date of default.

DATE: _____

FIRM OR CORPORATION

SIGNATURE - TITLE

The undersigned, in consideration of Tilcon extending credit and/or delivering merchandise to the firm or corporation of which they are a principal, personally guarantee the payment of any and all unpaid obligations of the firm or corporation to Tilcon New York and Tilcon New Jersey, A division of Tilcon New York, Inc., for its extension of credit or delivery of merchandise to our firm or corporation. We agree to pay Tilcon for same upon its demand, together with reasonable attorney's fees, if any are incurred by Tilcon, as well as interest at the rate of one and a half percent (1 1/2%) per month on any delinquent balance (provided this rate does not exceed the amount permitted by law), from the date said payment became late.

DATE: _____

SIGNATURE

PRINT NAME
(do not include title in signature)

Bank Release Form

Please fill in and sign the statement below, which will be sent or faxed to your bank. Your permission is required to access account information. This will speed up the processing of your Credit Application.

I, * _____, give** _____
permission to release account information to Tilcon New York, Inc. for the purpose of obtaining credit.

Thank you.

Signature and Date

Title

Account Number

*(Company Officer Name)

** (name of bank)

Tilcon New York Inc.
Credit Information and Agreement

Additional Credit Information

Additional Contact Information (email, cell) _____

Current & Future Jobs

General Contractor's Name and Address

Amount of Credit Needed _____

Will you be purchasing Materials? _____

Will you be bringing in materials to be recycled? _____

Will you be using our Construction Division? _____

Additional

Notes _____

Business Activity (Please check 1 only) Credit Dept please use numeric code in CDI

- | | |
|--|---|
| <input type="checkbox"/> 1 Ready Mix Concrete Producer | <input type="checkbox"/> 10 Landscaper |
| <input type="checkbox"/> 2 Precast/Prestressed Producer | <input type="checkbox"/> 11 Utility Contractor |
| <input type="checkbox"/> 3 Asphalt Producer | <input type="checkbox"/> 12 Commercial Builder |
| <input type="checkbox"/> 4 Block Producer | <input type="checkbox"/> 13 Residential Builder |
| <input type="checkbox"/> 5 Aggregate/Sand Producer | <input type="checkbox"/> 14 Trucker |
| <input type="checkbox"/> 6 Heavy Highway Contractor | <input type="checkbox"/> 15 Environmental Contractor |
| <input type="checkbox"/> 7 Highway Paving Contractor | <input type="checkbox"/> 16 Driveway/Parking lot Contractor |
| <input type="checkbox"/> 8 Excavator | <input type="checkbox"/> 17 Municipality |
| <input type="checkbox"/> 9 Specialty Contractor (Golf, Turf) | <input type="checkbox"/> 18 Material Supply yard |
| | <input type="checkbox"/> 97 Other - _____ |

Sales Analysis Code (OMG Funding Code/DSO) (Please Check 1 only) Credit Dept. please use numeric code in CDI

- | | |
|--|--|
| <input type="checkbox"/> 100 State Direct | <input type="checkbox"/> 130 Residential Direct |
| <input type="checkbox"/> 105 State Indirect | <input type="checkbox"/> 135 Residential Indirect |
| <input type="checkbox"/> 110 Municipal Direct | <input type="checkbox"/> 140 Inter-Co. to other OMG Groups |
| <input type="checkbox"/> 115 Municipal Indirect | <input type="checkbox"/> 150 Other _____ |
| <input type="checkbox"/> 120 Commercial Direct | <input type="checkbox"/> 160 Special Situations |
| <input type="checkbox"/> 125 Commercial Indirect | <input type="checkbox"/> 900 Inter-Co. Materials Group |



2011 Subcontractor
MSHA Site Specific Hazard Awareness
Tilcon New York, Inc. Traffic Safety Rules

- 1) All drivers and passengers are required to wear seat belts in all vehicles, and at all times, while on Tilcon NY, Inc. property. No passengers are allowed unless being trained as a driver.
- 2) No sightseeing is allowed on Tilcon NY, Inc. property. Drivers must go directly to the stockpile for loading or dumping.
- 3) It is against Tilcon NY, Inc. policy to have minors as a passenger in any vehicle while on Tilcon NY, Inc. property.
- 4) Littering is strictly prohibited.
- 5) All delivery vehicles must have headlights on at all times, including when operating in any Tilcon NY, Inc. facility.
- 6) All posted traffic rules and regulations must be adhered to at all times whether in or around any Tilcon NY, Inc. facility.
- 7) Extreme care must be exercised at all times while entering or exiting a Tilcon NY, Inc. facility.
- 8) All vehicles must come to a complete stop before entering any Tilcon NY, Inc. scale.
- 9) All vehicles must exit scales at no more than 2 MPH and under no circumstances are to shift gears while exiting a scale.
- 10) The use of engine breaks (Dynatards, Jake Brakes) and air horns are prohibited while on Tilcon NY, Inc. property or on local roads in the vicinity of a Tilcon NY, Inc. facility except in extreme emergency.
- 11) At no time is a truck body to be lifted to level a load or a tailgate to be slammed while on Tilcon NY, Inc. property or jobsite.
- 12) Possessing and/or being under the influence of alcohol, drugs and/or other controlled dangerous substances are prohibited while on Tilcon NY, Inc. property.
- 13) Firearms are strictly prohibited on Tilcon NY, Inc. property and/or job site.
- 14) Heavy Equipment Machinery and/or loaded Haul Trucks, have the right of way on the quarry floor at all times.
- 15) All drivers **MUST** stay in their vehicles at all times unless at a location that requires them to exit the truck to receive ticket, or when tarping their load in an approved tarping area. In the event of this, all PPE must be worn (hard hat, eyewear, safety vest, work gloves, etc....**NO SHORTS, SNEAKERS OR SLEEVELESS SHIRTS**).
- 16) All vehicles must comply with Local, State, and Federal maximum permissible sound level readings in decibel.
- 17) Do not arrive at a Tilcon NY, Inc. quarry/plant prior to the hours of operation.
- 18) Drivers cannot enter a scale house with out permission.



Subcontractor
MSHA Site Specific Hazard Awareness
Tilcon New York, Inc. Traffic Safety Rules
010111

- 19) The use of diesel fuel and/or any petroleum related product as a release agent in the truck body is strictly prohibited.
- 20) Drivers must verify the legal weight of their vehicle and the security of all loads/tarps prior to leaving or entering a Tilcon New York, Inc. facility. No overweight or unsecured vehicle is permitted to leave or enter a Tilcon New York, Inc. facility.
- 21) All loads must be trimmed and tarped in designated areas only. Driver should maintain 3 points of contact while tarping at all times and all PPE must be worn.
- 22) Riding in/on any vehicle and/or piece of equipment not intended for such use is prohibited.
- 23) No maintenance or repairs shall be performed on Tilcon NY, Inc. property. In an emergency situation only, permission to repair must be obtained from Quarry Supervisor before repairs begin in a safe manner away from quarry traffic.
- 24) Trucks shall not be left unattended, unless the controls are placed in the park/ neutral position, the parking break engaged, and wheels chocked.
- 25) All trucks must be equipped with an audible back up alarm. However, the use of automatic reverse – activated strobe lights are acceptable during the evening hours only
- 26) Before moving a vehicle for any reason, the driver will sound his/her "Street Horn" to warn any persons in the immediate area who could be exposed to a hazard from the moving vehicle. .
- 27) If a truck spotter is used the spotter must be kept in the drivers line of vision at all times. When visibility is limited, the spotter shall utilize a signal light. If at any time the spotter cannot be seen, the driver is to stop the vehicle **immediately** and not proceed until the spotter is back in sight.
- 28) The driver is responsible for the cargo in which they are carrying. If a spill occurs inside or outside of the quarry, the carrier will be held financially responsible for any clean up or property damage (windshields, auto body damage, etc.) charges that may be incurred.
- 29) Once the driver has received his/her load ticket, they are prohibited to stop in the exit thoroughfare.
- 30) Drivers must always cooperate with quarry supervisory personnel.
- 31) No truck will be permitted to enter or exit any Tilcon NY, Inc. facility with a load that exceeds legal limits.
- 32) NY/NJ state law prohibits the use of cell phones while driving unless being used with approved hands free device.
- 33) The use of cell phones, texting or use of any other electronic device is strictly prohibited on any Tilcon NY, Inc. property unless vehicle is in park in an approved area.
- 34) Drivers must always observe all local Motor Vehicle laws.
- 35) All vehicles are subject to inspection upon entering or exiting any Tilcon NY, Inc. facility by our security service or Tilcon Personnel.
- 36) Any incidents (i.e. injuries, property damage, and near miss) must be reported immediately to the head dispatcher.



Subcontractor
MSHA Site Specific Hazard Awareness
Tilcon New York, Inc. Traffic Safety Rules

010111

Note: "At management's discretion, any driver refusing to abide by the rules of the quarry, Federal or State regulations may be terminated. You may also be subject to fines and violations from MSHA".

I acknowledge that I have read and understand the MSHA Site Specific Hazard Awareness Rules of Tilcon, New York Inc., and I am aware of the fines and violations from MSHA. I and my drivers are also aware that we are responsible for the safe operation of the truck we drive. Safety is paramount at all times and must never be compromised.

I have received a copy of Tilcons' Traffic Safety Rules and understand that all vehicles on any Tilcon NY, Inc. property are to have a full copy in the truck for reference by any driver in my vehicle. I am also aware that drivers who violate these policies are violating the law and will be banned from all Tilcon New York, Inc. facilities. My signature below confirms this agreement.

Signature: _____ Date: _____

TILCON NEW YORK INC.

Tel: 800-789-7625 625 Mt Hope Road Wharton, NJ 07885 Fax: 908-325-0043

Paperless Invoice & Statement Enrollment Form

Thank you for enrolling in our Paperless Invoice and Statement program. Please complete the information below and email to TilconCustomerService@tilconny.com.

Account #	
Company Name	
Street Address 1	
Street Address 2	
City	
State	
Zip	
Phone #	
Fax #	
Website	

Recipient Email	
Recipient Contact Name	
Recipient Contact Phone #	

Note - Invoices and statements will be sent to a single email address.

Owner's/Officer's Name	
Title	
Date	

By completing and returning this form to TilconCustomerService@tilconny.com you acknowledge your enrollment in our paperless invoice and statement email delivery program – you will no longer receive hardcopies of these forms via the U.S. Mail.

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TO PLACE AN ORDER OR FOR CUSTOMER SERVICE: (800) 789-ROCK (7625)