

Robinson Concrete, Inc./Vitale Ready-Mix Concrete, Inc., Robinson Roll Off, L.L.C .

Credit is a privilege to qualified customers. All materials purchased on credit shall remain the property of **Robinson Concrete, Inc./Vitale Ready-Mix Concrete, Inc., Robinson Roll Off, LLC** (hereafter referred to as "THE COMPANIES") until paid for in full. Title to materials remains contingent upon full satisfaction of extended credit.

DISCLOSURES REQUIRED BY THE FEDERAL TRUTH IN LENDING ACT

Upon the opening of a credit account with "THE COMPANIES", customers should consider the following factors which will apply to any credit transactions entered into by Customer with "THE COMPANIES":

1. **TERMS** - Materials and/or Services may be purchased on credit from "THE COMPANIES" with the total amount becoming due and payable by the due date. A **FINANCE CHARGE** will be imposed upon any and all amounts which remain unpaid beyond thirty (30) days after the date upon which "THE COMPANIES" . billed materials and/or services to Customer. Customer can avoid imposition of this Finance Charge by completely paying and satisfying his credit account prior to the expiration of the thirty (30) day period.
2. **INTEREST** - A "periodic interest rate" of 1 ½ % is applied every month to all credit accounts, which have as of the end of the billing period remained unpaid beyond the original terms of the billing cycle. The amounts in the Customer's credit account which, as of the end of that billing period, have remained unpaid beyond the original thirty (30) day credit extension period are subject to **FINANCE CHARGE**. This includes amounts which become due and payable during prior billing periods and are still not satisfied, and amounts which have just become due and payable during the particular billing period in question. The "ANNUAL PERCENTAGE INTEREST RATE" for unpaid accounts is 18% (1 ½% "periodic interest rate" multiplied by the 12 periods per year). The amount of the **FINANCE CHARGE** imposed at the conclusion of any billing period is determined by multiplying by the 1 ½% "periodic interest rate".
3. **ORDERS** - "THE COMPANIES" . reserves the right to charge for any products ordered for which the Purchaser is unable to accept delivery, unless a cancellation or an amended order is received by "THE COMPANIES" . prior to the actual loading of the products for delivery.
4. **MODIFICATION OF TERMS** – No employee or agent of "THE COMPANIES" . has the authority, to make any statement, including restricting or modifying or otherwise concerning the existence or effect of any of these terms and conditions or of any warranty or guarantee and no such employee or agent making any such statements shall be acting on behalf of or with the consent or agreement of "THE COMPANIES" .. These conditions may only be altered or varied in writing by "THE COMPANIES" .
5. **OFFSET and/or SETOFF AGREEMENT** – I/We agree and/or authorize any funds due to our company as a vendor, supplier, laborer or contractor be paid to "THE COMPANIES" . in case of bankruptcy, default or no payment. I/We agree this credit application serves as an Offset and/or Setoff agreement.
6. **NOTICE** – Any notice required to be sent to "THE COMPANIES" . shall be in writing and sent by Certified Mail, postage prepaid, to Robinson Concrete, Inc. / Vitale Ready-Mix Concrete, Inc., 3486 Franklin Street Road, Auburn, NY 13021.
7. **SEVERABILITY** – If any terms, provisions, covenants, or conditions of this agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.
8. **VENUE** – The parties hereto agree that venue for any action brought for the breach of, or the enforcement of, this contract will lie in the county where "THE COMPANIES" . chooses or where materials were purchased.
9. **APPLICABILITY** – This agreement is made between Purchaser and "THE COMPANIES" . and all of its Divisions collectively "THE COMPANIES" . All the terms and conditions herein apply to all purchases by Purchaser from "THE COMPANIES" . or any of its Divisions.
10. **CREDIT LIMITS** – Should your account be opened and approved with a credit limit, this limit applies to the total purchases and can not exceed this limit at any given time.
11. **This supercedes all purchase orders that may be given in the future .**

Authorized Customer Signature (1)

Date

Authorized Customer Signature (2)

Date