

**HARMONY SAND & GRAVEL, INC.  
CREDIT APPLICATION  
PURCHASE AGREEMENT**

PO BOX 277, BELVIDERE, NJ 08723

PHONE: 908-475-4690 FAX: 908-475-5760

E-mail: [hgravel2@embarqmail.com](mailto:hgravel2@embarqmail.com)

[www.harmonysandgravel.com](http://www.harmonysandgravel.com)

Firm/Individual requesting credit:

Owner/Principal: \_\_\_\_\_

Social Security #: \_\_\_\_\_

Business Phone/FAX#s: Phone \_\_\_\_\_ FAX \_\_\_\_\_

Home Phone: Home: \_\_\_\_\_

Tax Exempt # (if applicable) \_\_\_\_\_

**\*\*\*\*Please note SALES TAX will be CHARGED if certificate is not attached\*\*\*\***

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

Physical Address (if applicable): \_\_\_\_\_

Check One: Corporation \_\_\_\_\_ Partnership \_\_\_\_\_ Individual \_\_\_\_\_

Type of Business: \_\_\_\_\_

Number of years in business: \_\_\_\_\_

Amount of Credit requested: \_\_\_\_\_

Name of A/P Contact & Phone#: \_\_\_\_\_

Thank you for considering our firm as your supplier. Please read our terms carefully. Conditions of sale set forth under terms shall refer to all purchases and comprise a part of this agreement.

\*\*\*Incomplete applications will not be accepted.

\*ALL applicants (Corporations, Partnerships, or Individuals) MUST sign the Personal Guarantee.

\*Please sign and return promptly. Your credit will be established and in effect ONLY after we receive and accept this application.

Normal processing time is fourteen days (references are check by FAX and/or E-mail).

**HARMONY SAND & GRAVEL, INC., Credit Application Cont.**

Principal owners, stockholders, are

| <u>Title</u> | <u>Name</u> | <u>Address</u> | <u>Telephone</u> |
|--------------|-------------|----------------|------------------|
| _____        | _____       | _____          | _____            |
| _____        | _____       | _____          | _____            |
| _____        | _____       | _____          | _____            |

Trade References (list three)

1. Name \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_ FAX#: \_\_\_\_\_  
Email: \_\_\_\_\_
2. Name \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_ FAX#: \_\_\_\_\_  
E-mail: \_\_\_\_\_
3. Name: \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone: \_\_\_\_\_ FAX#: \_\_\_\_\_  
E-mail: \_\_\_\_\_

Bank References:

Name of Bank: \_\_\_\_\_  
Address: \_\_\_\_\_  
Account type and Number: \_\_\_\_\_/Checking  
\_\_\_\_\_/Savings

**Your signature is required on agreement of terms.**

- I agree to the above terms and conditions and do certify that all statements herein are true, correct and complete to the best of my knowledge.

Date \_\_\_\_\_

CREDIT APPROVED BY: \_\_\_\_\_ LIMITS\$\_\_\_\_\_



## PERSONAL CONTINUING GUARANTEE

DATE: \_\_\_\_\_

TO: HARMONY SAND & GRAVEL, INC., PO BOX 277, BELVIDERE, NJ 07823

For valuable considerations and to induce you to provide goods and/or services and to extend credit in reliance hereon; I (we) jointly and separately hereby guarantee unconditionally, the payment when due, of each and every obligation, direct or contingent, now existing or hereafter arising, owed to you by

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hereinafter called the debtor, including all interest thereon and all cost and expenses including council fees and civil costs incurred by HARMONY SAND & GRAVEL, INC., in connection with any of the liabilities of the debtor or the collection thereof.

This is a CONTINUING GUARANTEE, and shall remain in force until revoked by notice in writing to you by Certified Mail, and revocation hereof shall not prejudice your claim hereunder with respect to any obligation arising prior to revocation.

This guarantee shall extend to and cover every extension or renewal of, and every obligation accepted in substitution for, any obligation guaranteed hereby, and I (we) shall be bound hereby irrespective of the existence, value or condition of any collateral security you may at any time hold.

I (we) hereby waive notice of acceptance of this guarantee, and also waive presentment, demand, protest and notice of dishonor of any note or other obligation hereby guaranteed.

I (we) hereby consent and agree you may, without prejudice to any claim against me (us) hereunder, at any time, or from time to time, in your discretion, and without notice to me (us): (1) Extend or exchange the time of payment, in the manner, place or terms of payment of any obligation hereby guaranteed. (2) Exchange release or surrender all or any collateral security which you at any hold in connection with any obligation hereby guaranteed. (3) Sell and yourself purchase any such collateral at public or private sale or at any brokers board, crediting net proceeds upon any obligations secured hereby. (4) Settle or compromise with the debtor, or with any other person primarily or secondarily liable with the debtor, any obligation hereby guaranteed, or subordinate to the payment of any such obligation of the debtor or any other person to the payment of any other debt which may be owed to you.

No delay on your part in exercising any right hereunder, or in taking any action to collect or enforce payment of any obligation hereby guaranteed either as against the debtor or any other person primarily or secondarily liable with the debtor shall operate as a waiver of any such right or in any manner prejudice your right against me (us).

**HARMONY SAND & GRAVEL, INC., personal guarantee, cont.**

I (we) agree that if the maturity of any obligation hereby guaranteed is accelerated by bankruptcy or otherwise, as against the debtor, such maturity shall be deemed as accelerated for the purposes of the guarantee and without demand upon or notice to me (us).

As security for the performance of my (our) obligations hereunder, I (we) hereby give you a general lien upon the right of setoff with respect to any deposit account of mine (ours) with you, and any other of my (our) funds or assets at any time in your custody or control.

If the obligations of the debtor are also guaranteed by any other person, by Continuing Guarantee or by endorsement of any note of the debtor or otherwise, the obligation of such person any my (our) obligation hereunder shall be deemed to be several, and the release by you of such any other guarantor, or settlement with him, or the revocation or impairment of his guarantee, shall not operate to prejudice your rights against me (us) hereunder. Except that HARMONY SAND & GRAVEL, INC., shall not collect in excess of 100% of the amount due including interest, penalties, attorney fees and civil expenses if any.

This agreement shall be binding upon the undersigned, as well as his heirs or their heirs, executors, administrators, successors or assigns.

In witness whereof, I (we) have hereunto set my (our) hand(s) and seal(s) as of the date first above written.

(Please print or type the name of each INDIVIDUAL ACKNOWLEDGEMENT under signature. Please print or type the names of witness(s) and provide their addresses.)

**INDIVIDUAL ACKNOWLEDGEMENT**

\_\_\_\_\_  
**Guarantor**

\_\_\_\_\_  
**Address**

\_\_\_\_\_  
**Witness**

\_\_\_\_\_  
**Address**

**INDIVIDUAL ACKNOWLEDGEMENT**

\_\_\_\_\_  
**Guarantor**

\_\_\_\_\_  
**Address**

\_\_\_\_\_  
**Witness**

\_\_\_\_\_  
**Address**



## CREDIT APPLICATION GUIDELINES

Credit applications must be filled out completely and legibly in order to expedite processing and provide adequate information to judge credit worthiness.

The following guidelines are for your assistance:

- 1) The first section should be completed legibly. Most importantly, if a P.O. box is used as a mailing address a physical address must also be provided.
- 2) Drivers license # and social security # of principal must be filled in.
- 3) Appropriate and complete information as to principals and officers is mandatory.
- 4) Three references must be provided.
- 5) All references should include complete addresses and telephone/fax numbers.
- 6) When possible aggregate, concrete, and asphalt suppliers should be listed as references. Lumber suppliers are also considered acceptable references.
- 7) References considered marginal include rental companies, gasoline stations, and office supply companies.
- 8) The section concerning understanding of terms and conditions must be dated and signed.
- \* 9) Personal Guarantee must be dated and signed by a principal of the organization. If the potential customer will not sign the personal guarantee, credit may be denied, depending upon the strength of the rest of the application.



PO BOX 277, ROUTE 519, BELVIDERE NJ 07823

DISPATCH 908-475-4690

ACCOUNTING & SALES 908-475-4710

FAX 908-475-5760

January 1, 2023

***Harmony Sand & Gravel, Inc. Credit Policy***

The staff of Harmony Sand & Gravel, inc. extends our sincere thanks for the privilege of serving your sand & gravel needs. We are certain that you understand the importance and necessity of keeping our Account's Receivable current during the 2023 sales year.

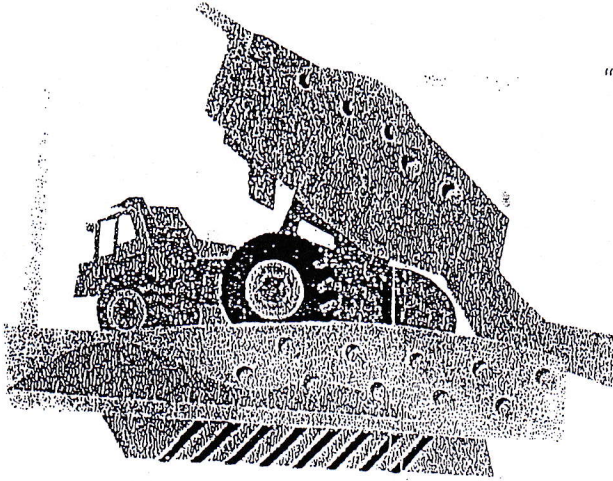
*Our credit policy is presented for your review.*

...Any account past due beyond 35+ days will receive a telephone call from our office. Please let us know at this time if everything has been satisfactory with your purchases.

...When an account reaches 60+days, you will have already heard from our office by telephone. If payment has not been made, your account will be placed on hold until payment has been arranged.

...Any account extending into 90+days will be secured by a lien or other satisfactory document until payment is made in full. As a 90 day account, you will be reviewed for future sales as a possible COD sale.

...Please feel free to contact our accounting offices at 908-475-4710, Monday through Friday from 7:00AM TO 3:00PM.



"We ROCK at Harmony Sand & Gravel, Inc."

HARMONY SAND & GRAVEL, INC.  
PO BOX 277 BELVIDERE, NJ 07823  
FAX# 908-475-5760 PHONE# 908-475-4690

### Harmony Sand & Gravel, Inc. Product Code List

#### Round Stone:

Boulders  
Rip Rap 6x20+" & 4x8"  
2x5"  
1 ½ Landscape (1"-3")  
1" Carlisle  
¾" Round  
⅜" Round  
¼" Grits

#### Crushed Stone:

¾" Crushed  
⅜" Crushed

#### Decorative Stone:

⅜" Red Crushed  
¾" Red Crushed  
⅜" White Spar Crushed  
¾" White Crushed

#### Sand:

Mason  
Concrete  
Select Fill  
Equestrian  
Equestrian Mix (grits& con sand)

#### Quarry Process:

¾" QP  
⅜" QP

#### Misc. Products:

Concrete Mix/Blend  
Hand Picked Spilt Rip Rap  
Crusher Screenings(stone dust)



MAY BE REPRODUCED

ST-3 (7-84, R-4)

State of New Jersey

DIVISION OF TAXATION  
SALES TAX

RESALE CERTIFICATE

FORM ST-3

To be completed by purchaser and given to and retained by vendor. Read instructions on back of this Certificate.

The vendor must collect the tax on a sale of taxable property or services unless the purchaser gives him a properly completed exemption certificate.

PURCHASER'S  
CERTIFICATE OF AUTHORITY NUMBER

TO \_\_\_\_\_  
(Name of Vendor)

Date \_\_\_\_\_

Address

City

State

Zip

The undersigned certifies that:

(1) He holds a valid Certificate of Authority (number shown above) to collect State of New Jersey Sales and Use Tax.

(2) He is principally engaged in the sale of (indicate nature of merchandise or service sold):

(3) The merchandise or services being herein purchased are described as follows:

(4) The **merchandise** described in (3) above is being purchased: (check one or more of the blocks which apply)

- (a) ☐ For resale in its present form.
- (b) ☐ For resale as converted into or as a component part of a product produced by the undersigned.
- (c) ☐ For use in the performance of a taxable service on personal property, where the property which is the subject of this Certificate becomes part of the property being serviced or is later transferred to the purchaser of the service in conjunction with the performance of the service.

(5) The **services** described in (3) above are being purchased: (check the block which applies)

- (a) ☐ For resale to another vendor who will either collect the tax or will resell the services.
- (b) ☐ To be performed on personal property held for sale.

I, the undersigned purchaser, have read and complied with the instructions and rules promulgated pursuant to the New Jersey Sales and Use Tax Act with respect to the use of the Resale Certificate, and it is my belief that the vendor named herein is not required to collect the sales or use tax on the transaction or transactions covered by this Certificate. The undersigned purchaser hereby swears (under the penalties for perjury and false swearing) that all of the information shown in this Certificate is true.

A VENDOR SHOULD READ AND COMPLY WITH THE INSTRUCTIONS GIVEN ON BOTH SIDES OF AN EXEMPTION CERTIFICATE.

NAME OF PURCHASER (as registered with the Division of Taxation)

By

(Signature of owner, partner, officer of corporation, etc.) (Title)

(Address of Purchaser)