



THREE RIVERS MARINE & RAIL TERMINALS LLC

Three Rivers Marine &
Rail Terminals LLC
17 Arentzen Blvd., Suite 206
Charleroi, PA 15022
(724) 489-4100
Fax (724) 489-0655
www.trmrt.com

Amount of Credit Requested \$ _____

CREDIT APPLICATION

LEGAL COMPANY NAME			TRADE NAME / DBA			FEDERAL ID#					
PHYSICAL ADDRESS				CHECK BOX IF SAME <input type="checkbox"/>		BILLING ADDRESS					
CITY		STATE		ZIP CODE		CITY		STATE		ZIP CODE	
TELEPHONE NUMBER			FAX NUMBER			CELL NUMBER			E-MAIL ADDRESS		
BUSINESS START DATE			A/P CONTACT NAME				A/P CONTACT TELEPHONE NUMBER				

BUSINESS STRUCTURE: <input type="checkbox"/> SOLE PROPRIETOR <input type="checkbox"/> CORPORATION <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> LLC or LP <input type="checkbox"/> GOVERNMENT OR MUNICIPALITY										
TAX STATUS <input type="checkbox"/> TAXABLE <input type="checkbox"/> EXEMPT			PA / RESALE NUMBER			IF PURCHASES ARE EXEMPT FROM SALES TAX - A SIGNED EXEMPTION OR RESALE CERTIFICATE <u>MUST</u> BE ATTACHED.				
PURCHASE ORDERS REQUIRED? <input type="checkbox"/> YES <input type="checkbox"/> NO			DUNNS #							
PRESIDENT					HOME ADDRESS					
SECRETARY					HOME ADDRESS					

TRADE REFERENCE

SUPPLIER TRADE REFERENCE COMPANY	TELEPHONE NUMBER ()	FAX NUMBER ()	ACCOUNT NUMBER AND/OR CONTACT
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Purchaser certifies that it is solvent and capable of meeting its obligations hereunder, and that all information provided to Seller is true, accurate and complete. All such information has been submitted for the purpose of obtaining credit. Purchaser and each guarantor authorize Three Rivers Marine & Rail Terminals, LLC and/or any subsidiary or affiliate ("Seller") to request credit reports from credit bureaus (including consumer reporting agencies) regarding their respective commercial or personal credit and otherwise to investigate their respective creditworthiness before extending credit now or at any time in the future. Purchaser also agrees to comply with all applicable bulk sales laws. Purchaser agrees that it has received, reviewed and is in agreement with the Terms and Conditions of Sale, reverse side (or page 2) of the Credit Application and Personal Guaranty.

Signature _____ Printed Name _____ Date _____

PERSONAL GUARANTY

To induce the extension of credit to Purchaser, Guarantor (jointly and severally, if more than one) hereby guarantees payment of all existing and future indebtedness of Purchaser to Seller, including any cost, expenses, and reasonable attorneys' fees payable as a consequence of Seller's collection efforts. This personal guaranty is absolute, complete, irrevocable and continuing and it shall not be necessary for Seller to give notice to Guarantor of any extension of credit to Purchaser, any renewal thereof, any modification of the terms thereof, of Seller's arrangements with any other Guarantor. Guarantor may by written notice sent via certified or registered mail to Seller at its Corporate Headquarters as described above (Attn: Credit Dept.) terminate its guaranty as to any new extensions of credit to Purchaser made more than ten days after such written notice, but Guarantor shall continue to be obligated in respect of any credit extended within ten days after Seller's receipt of such notice and any credit Seller remains obligated to extend Purchaser at the close of business on the tenth day following Seller's receipt of such notice. Guarantor agrees to provide personal information as reasonably requested by Seller.

Signature _____ Printed Name _____ Date _____

Signature _____ Printed Name _____ Date _____

(Spouse's signature required) or statement that applicant is not married.

READ GENERAL TERMS AND CONDITIONS OF SALE ON REVERSE SIDE OR PAGE 2

I have read and understand the General Terms and Conditions of Sale.

Signature _____ Printed Name _____ Date _____

THREE RIVERS MARINE & RAIL TERMINALS LLC

GENERAL TERMS AND CONDITIONS OF SALE

All references in this document to "Seller" shall include Three Rivers Marine & Rail Terminals, LLC and / or any subsidiary or affiliate of Three Rivers Marine & Rail Terminals, LLC (including any division of the foregoing) performing any or all of the scope hereunder, whether or not specifically identified herein. Applicant (hereinafter "Purchaser") further agrees that the following terms and conditions will apply to all sales of goods or services by Seller.

All matters between Seller and Purchaser, including venue, will be governed by the laws of Pennsylvania. Any suit may be instituted against buyer in the Court of Commons Pleas of Westmoreland County, Pennsylvania and the buyer hereby consents to such venue and jurisdiction. All indebtedness due is payable at Seller's office identified in the invoice or billing for such payment. Invoices shall be deemed correct unless contested in writing within seven (7) business days of receipt.

Purchaser agrees that any terms and conditions appearing on any document submitted by Purchaser which are in conflict with (i) the terms and conditions contained herein, (ii) any quotation submitted by Seller, or (iii) any sales contract between Seller and Purchaser shall be hereby expressly rejected and shall not constitute terms of any sale of goods or services by Seller. The foregoing shall apply to all documents heretofore or hereafter submitted by Purchaser, whether executed by Seller or not.

Prices in quotations made by Seller are subject to change without notice, and all quotations expire and become invalid if not accepted within 30 days from the date of issue, unless otherwise noted by Seller in writing. Price extensions when made are for Purchaser's convenience only, and they, as well as any mathematical, stenographic or clerical errors, are not binding on Seller. Prices shown do not include any sales, excise, or other governmental tax or charge payable by Seller to Federal, State or local authority. Any taxes now or hereafter imposed upon sales of shipments will be added to the purchase price. Purchaser agrees to reimburse Seller for any such tax or to provide Seller with an acceptable and authorized tax exemption certificate.

Any order for goods or services by Purchaser shall constitute a representation that Purchaser is solvent. In addition to Seller's rights under the Uniform Commercial Code, if in the judgment of Seller, the financial condition of the Purchaser at the time of shipment does not justify the terms of payment specified, Seller reserves the right to require from Purchaser full or partial cash payment or other adequate assurance of performance before shipment. Seller reserves the right to suspend its performance until such payment or adequate assurance of performance has been received. Seller maintains the right to periodically review and adapt payment terms as necessary and to curtail, modify or eliminate any credit availability or credit limit within its sole discretion.

Purchaser agrees to pay Seller all costs and expenses of collection, suit, or other legal action, including all actual attorneys' and paralegal fees, incurred through trial, on appeal, or in any administrative proceedings brought as a result of the commercial relationship between them. Any cause of action which Seller may have against Purchaser may be assigned by Seller. Unless otherwise stated on the invoice or other writing from Seller, payment terms are Net 30. Payment is due in the form of cash, check, or money order. Seller may apply Purchasers' payment against any open charges within Seller's sole discretion. On past due accounts Seller may impose a monthly finance charge of one and one half percent per month. The finance charge stated herein shall continue to accrue after Seller obtains a judgment against Purchaser until payment in full is received. The Seller has the right to exercise setoff or recoupment when needed to satisfy an outstanding debt.

Purchaser agrees to pay reasonable storage fees if materials are stored on Seller's yard more than sixty (60) days after Seller is ready for delivery. Seller will not be responsible for delays in production or delivery for any reason resulting from fire, flood, force majeure, strikes, lockouts, accidents, war, insurrection, delays in transportation, equipment failure, shortage of cars, trucks, fuel or materials, governmental interference or regulation, acts of God or for any other reason beyond the Seller's reasonable control. Seller reserves the right to adjust prices due to delays, shortage, or increased costs of materials or transportation.

THE FOLLOWING IS IN LIEU OF ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND OF ANY OTHER OBLIGATION ON THE PART OF THE SELLER. Seller warrants that at the time of delivery, the quality of materials and workmanship of Seller's goods or services will conform to the requirements of the specifications set forth in the quotation. If the goods or services furnished by Seller fail to conform, at time of delivery, to Seller's warranty, Seller's sole and exclusive liability will be to repair or replace (at Seller's discretion), f.o.b. Seller's plant with full freight allowed to the jobsite, or upon mutual agreement to credit Purchaser's account. If repair replacement is made, Seller will have a reasonable time to make such repair or replacement. Within 48 hours of buyers receipt of materials or goods, buyer shall notify Three Rivers in writing of any defects in the materials sold to the buyer and shall be barred from asserting defects in the goods received in any proceeding if such written notice is not given within 48 hours. Seller's liability, whether under contract, in tort or otherwise shall not in any event exceed the price of the goods or services and Purchaser waives any claim for amount in excess of that amount. **IN NO EVENT SHALL SELLER BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, LOSSES OR EXPENSES DIRECTLY OR INDIRECTLY ARISING FROM THE SALE, HANDLING OR USE OF THE GOODS OR SERVICES OR FROM ANY OTHER CAUSE OR BREACH INCLUDING, BUT NOT LIMITED TO, BREACH OF WARRANTY OR NEGLIGENCE.**

No legal action shall be brought by the Purchaser against the Seller for any claim with respect to any goods or services sold by Seller to Purchaser more than one (1) year after delivery of such goods or services to the Purchaser. It is agreed that any cause of action with respect to such goods or services will accrue on the date of delivery of such goods or services. If any provision hereof is held by any court of competent jurisdiction to be illegal, void, or unenforceable, such provision will be of no force and effect, but the legality or unenforceability will have no effect upon and will not impair the enforceability of any other provision of this document.

If there is a change in the ownership of applicant or if substantially all the assets of the applicant are sold, applicant shall promptly notify seller of such sale and seller shall have a Lien on all the assets of applicant, and a Lien on the proceeds of such sale to secure payments of all outstanding sums owing to seller. Applicant further warrants and represents to seller that applicants is solvent.

A counterpart of this document delivered by facsimile or electronic transmission shall be deemed an original document and be valid for all purposes. If Seller electronically stores this document in the manner known as "scanning", a reproduction from the scanned document shall be considered to be an original counterpart and shall be enforceable.