

CREDIT APPLICATION

(Please note that credit approval may take 7-10 days after being received.
Accurate and complete information will help expedite the approval process.)

For the purpose of establishing credit with **Stone Mason Supply, LLC**, the following statements and representation are made:

Official Name of Business _____ (hereinafter "Applicant")

Mailing Address _____ City _____ State _____ Zip _____

Business Phone _____ Business Fax _____ Date Established _____

Please give physical address (if different from above), and list how long you have been at this address:

List all d/b/a's _____

Check if: _____ Partnership; _____ Corporation; _____ Sole Proprietorship _____ Other; _____

Employer Identification Number: _____ Annual Sales: _____ D&B No. (DUNS) _____

Number of Employees: _____ Anticipated Monthly Purchases _____

Officers/Owners Information:

Name _____ Social Security No. _____ Home Phone Number _____

Name _____ Social Security No. _____ Home Phone Number _____

Name _____ Social Security No. _____ Home Phone Number _____

Dollar Amount Requested \$ _____

Are your jobs bonded? _____ If yes, give Bonding Agency Name _____

Nature of Business _____

Bank or Savings & Loan References

1. Bank Name _____ Phone Number _____
 Address _____ Fax Number _____
 City _____ State _____ Zip _____
 Account Officer _____ Checking Acct. # _____ Loan Account # _____

2. Bank Name _____ Phone Number _____
 Address _____ Fax Number _____
 City _____ State _____ Zip _____
 Account Officer _____ Checking Acct. # _____ Loan Account # _____

Trade References: List at least three (3) business references (local references with whom you do business on an open basis along with their fax numbers, will expedite processing your application).

1. Company Name _____ Phone Number _____
 Address _____ Fax Number _____
 City _____ State _____ Zip _____ Acct. # _____
 Number of years done business with this company _____

2. Company Name _____ Phone Number _____
 Address _____ Fax Number _____
 City _____ State _____ Zip _____ Acct. # _____
 Number of years done business with this company _____

3. Company Name _____ Phone Number _____
 Address _____ Fax Number _____
 City _____ State _____ Zip _____ Acct. # _____
 Number of years done business with this company _____

 Taxable _____ Non Taxable _____ If non-taxable, you must include a copy of your blanket exemption form with this application. Individual exemption forms must be on file for each job, only if certain jobs are tax-exempt.

Are there any judgments, garnishments, lawsuits or other legal proceedings pending against the Applicant?
 ___ Yes ___ No If yes, give details: _____

Do you require a purchase order? _____

CLIENT TERMS:

Applicant understands that payment for all purchases is due upon the 15th of each month. Statements not paid by the 15th are considered delinquent. To accounts not paid by the 15th, Applicant agrees to pay a monthly late charge not to exceed 2%. Minimum late payments charge is \$1.00 per month.

Applicant authorizes **Stone Mason Supply, LLC** to obtain reports to be used in connection with this application and to obtain further credit information from any of the persons or firms set forth in this application and from any other source.

Applicant understands that **Stone Mason Supply, LLC** reserves a security interest in all merchandise sold on credit until the purchase price plus all late payment charges are paid in full.

Applicant understands that due to **Stone Mason Supply, LLC** custom manufacturing and special ordering of materials, All Materials Returned For Credit must receive "written authorization" prior to said return and may be subject to a restocking and/or handling charge. All materials must be in salable condition.

Applicant understands that all payments on account are credited first to unpaid late charges and second to the customer's oldest outstanding balance. **Stone Mason Supply, LLC** reserves the right not to extend further credit to accounts that are not current in accordance with the above terms. No release of liens will be issued unless the material for the job is paid in full or the payment is coming directly from the owner or lender.

Applicant certifies that each of the statements made and answers given in this application is true and correct and this application is made for the purpose of inducing **Stone Mason Supply, LLC** to extend credit to Applicant.

Applicant understands that this application for credit and all accounts specifically set up for the Applicant shall be governed by and construed under the laws of the State of Ohio, specifically those of Delaware County,. Applicant agrees that in the event of a default that he/she/it will consent to and be subject to the jurisdiction and venue of the Courts of the State of Ohio, Delaware County, to enforce the terms of this application for credit.

Applicant further agrees to reimburse **Stone Mason Supply, LLC** for its legal / collection fees involved in the collection of any monies owed as a result of the Applicant's failure to pay in a timely fashion on the Applicant's open account with **Stone Mason Supply, LLC** and/or any other collection/legal fees incurred as a result of the Applicant's breach of contract with **Stone Mason Supply, LLC**.

Applicant understands that unless **Stone Mason Supply, LLC** has been notified in writing, otherwise, **Stone Mason Supply, LLC** is hereby authorized to permit any employee of the undersigned Application to charge materials and services to the account of said Applicant.

Applicant agrees to inspect all materials/merchandise sold on credit immediately upon delivery, and specifically agrees that forty-eight (48) hours after delivery shall constitute a reasonable period for inspection of materials/merchandise. Applicant agrees to accept as conforming any materials/merchandise not rejected within forty-eight (48) hours after delivery. Applicant agrees that notice of rejection must be in writing to be effective.

Applicant further agrees to notify **Stone Mason Supply, LLC** in writing of any change in the ownership, form or name of the Applicant's business within five (5) calendar days of said change, by certified mail, return receipt requested. Applicant further agrees that the consequence of failure to provide such notification is that the individual(s) executing this Credit Application shall be personally liable for payment of all materials ordered on credit after the date of such change, at the terms as included in this Credit Application, regardless of whether the said individual(s) have initially signed this credit application as authorized representatives and/or agents of the Applicant.

Applicant agrees to coordinate its schedule to be on site for delivery of all material/merchandise ordered on credit. If Applicant should fail to be on site at the time of delivery, then Applicant accepts all responsibility for theft, damage or other casualty to the material/merchandise from the time of delivery, and waives any claim that could be made against **Stone Mason Supply, LLC** as a result of said delivery.

In order for **Stone Mason Supply, LLC** to sell and to continue to sell to Applicant, Applicant hereby represents and warrants that it is solvent and that it pays its obligations as they become due. The preceding representation and warrant will be deemed to be repeated in each purchase by the Applicant.

APPLICANT AGREES THAT ANY COMMUNICATIONS CONCERNING DISPUTED DEBTS, INCLUDING ANY INSTRUMENTS TENDERED AS FULL SATISFACTION OF ANY DEBTS, ARE TO BE SENT TO: ACCOUNTS PAYABLE MANAGER, STONE MASON SUPPLY, LLC, 8861 WHITNEY DR., LEWIS CENTER, OHIO 43035.

JOINT PAYMENT TERMS

The applicant hereby authorizes and requests any lending institution and/or property owner to do each of the following until **Stone Mason Supply, LLC** is paid in full for any property improvements. If Applicant is the property owner, applicant agrees to do the same.

1. Make payments from loan draws and other construction funds directly to **Stone Mason Supply, LLC** upon presentation of proper invoices.
2. Furnish **Stone Mason Supply, LLC** upon request, with any information pertaining to loan, to disbursement of loan, and/or construction funds, and amounts currently due application on construction contract. Job description forms must be submitted for each job before it is started.
3. Inform **Stone Mason Supply, LLC** of any sale of property three (3) business days prior to scheduled closing date of sale.

Faxed documents will be deemed as original. No oral agreements will be accepted. The terms on this credit application/agreement overrides all others.

By signing this credit application, the individual executing this Application on behalf of Applicant, individually and personally, represents and warrants to **Stone Mason Supply, LLC** that he/she is authorized to execute this Application on behalf of Applicant. You also represent that you have read the Client Terms/Joint Payment Terms and agree to abide by same.

Company Name _____

Signature of Authorized Applicant _____ Title _____

Print name of Authorized Applicant _____

CONTINUING GUARANTY OF PAYMENT FOR MATERIALS

IN CONSIDERATION THAT **Stone Mason Supply, LLC**, or any one or more of its affiliated companies, sells, deliver and/or cause to be delivered, stone, building materials, supplies, tools and other goods and merchandise on credit to the Applicant (the term "Applicant" as used herein shall refer to the Applicant as listed in the attached Credit Application), the undersigned (Jointly and Severally, if more than one) do hereby unconditionally and personally guarantee payment of the same to **Stone Mason Supply, LLC** at the invoiced prices of **Stone Mason Supply, LLC**, for all such material from time to time so sold, delivered or caused to be delivered by Vender to the Applicant and any financial charges agreed to be paid to **Stone Mason Supply, LLC** by the successors and assigns, and shall bind the heirs, executors, administrators, and assigns of the undersigned.

THIS SHALL be a continuing guaranty for all sales heretofore and hereafter made by **Stone Mason Supply, LLC** to the Applicant and shall continue for all such sales and materials delivered to, caused to be delivered prior to the time that notice of the termination of the guaranty shall be received, in writing, by certified mail at the principal office of **Stone Mason Supply, LLC**, (currently 8861 Whitney Dr., Lewis Center, Ohio 43035). The undersigned Guarantor hereby acknowledges that this guaranty shall apply to all amounts due upon account (including interest and attorney fees incurred), whether or not said amounts exceed the initial credit amount granted and any further extensions, modifications or renewals thereof. For purposes of this guaranty, all special-ordered items and all manufactured items shall be deemed to have been sold to the buyer upon the placing of the order with **Stone Mason Supply, LLC**.

IT IS further understood and agreed that **Stone Mason Supply, LLC** need not take any action against the Applicant, any guarantor, or any other person, firm or corporation before proceeding against the undersigned, in the event that the Applicant fails to pay his/her/its' account as it comes due.

IT IS further understood that if **Stone Mason Supply, LLC** needs to take any legal action the guaranty or guarantors or if the guarantor(s) fail to pay his/her/its' account in a timely manner as outlined above, **Stone Mason Supply, LLC** can file suit in any county and it is agreed that **Stone Mason Supply, LLC**, has its choice of forum with regard to filing any type of legal proceeding against the guarantor(s).

If more than one guarantor signs this agreement, the obligation of all guarantors hereunder shall be joint and several and all words used herein in the singular shall be deemed to have been used in the plural when context and construction so require.

The undersigned guarantor(s), and each of them, hereby authorize any attorney at law to appear in any court of record in any county in the State of Ohio, or elsewhere, where any of the undersigned resides, signed this guaranty, or can be found, after the obligation evidence hereby, or any part thereof, becomes due and is unpaid, and waive the issuance and service of process and confess judgment against any or all of the undersigned in favor of the holder of the guaranty for the amount then appearing due, together with the costs of suit, and thereupon to release all errors and waive all right of appeal and stay of execution, but no judgment or judgments against less that all of the undersigned shall be a bar to any subsequent judgment against those of the undersigned against whom judgment has not been taken.

WARNING – BY SIGNING THIS PAPER YOU GIVE UP YOUR RIGHT TO NOTICE AND COURT TRIAL. IF YOU DO NOT PAY ON TIME A COURT JUDGMENT MAY BE TAKEN AGAINST YOU WITHOUT YOUR PRIOR KNOWLEDGE AND THE POWERS OF A COURT CAN BE USED TO COLLECT FROM YOU REGARDLESS OF ANY CLAIMS YOU MAY HAVE AGAINST THE CREDITOR WHETHER FOR RETURNED GOODS, FAULTY GOODS, FAILURE ON HIS PART TO COMPLY WITH AGREEMENT, OR ANY OTHER CAUSE. (Section 2323.13.O.R.C.)

This Guaranty Form must be signed personally, not as an officer of the company.

Signed in the City of _____, County of _____, State of Ohio, this _____ day of _____, 20_____.

Guarantor, Individually

Guarantor, Individually

Street Address

Street Address

City, State, Zip

City, State, Zip

Social Security Number

Social Security Number