



# STONEHENGE

## MATERIALS

---

### **INSTRUCTIONS FOR CREDIT APPLICATION:**

1. HAVE AN AUTHORIZED PARTY COMPLETE AND SIGN THE APPLICATION, IN BLUE INK, AND RETURN IT TO:

**CREDIT DEPT.  
P.O. BOX 196  
SKIPPACK, PA 19474**

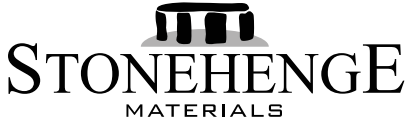
2. FOR SPEED PROCESSING, YOU MAY FAX A COPY OF YOUR COMPLETED APPLICATION TO OUR CREDIT DEPARTMENT AT 610-584-7838.

***THE ORIGINAL SIGNED COPY MUST STILL BE RETURNED BY MAIL  
PRIOR TO APPROVAL.***

3. CREDIT APPLICATION MUST BE COMPLETED BEFORE ANY MATERIAL IS SHIPPED.
4. PLEASE ALLOW 1-2 WEEKS FOR YOUR CREDIT APPLICATION TO BE PROCESSED.



# CREDIT APPLICATION AND CONTRACTUAL AGREEMENT



STONEHENGE MATERIALS, LLC

HOWEVER, THE TOTAL AMOUNT OF CREDIT ISSUED BY THE CREDITORS IS LIMITED AND ANY OF THE ABOVE ENTITIES MAY IN ITS SOLE DISCRETION, AND AT ANY TIME, REFUSE TO PERMIT CHARGES TO BE INCURRED.

APPLICANT BUSINESS OR CORPORATE NAME: \_\_\_\_\_

TYPE OF BUSINESS: \_\_\_\_\_SOLE PROPRIETORSHIP \_\_\_\_\_PARTNERSHIP \_\_\_\_\_CORPORATION \_\_\_\_\_LLC \_\_\_\_\_OTHER

BUSINESS STREET ADDRESS: \_\_\_\_\_

BILLING ADDRESS: \_\_\_\_\_

TELEPHONE: (     ) \_\_\_\_\_ FAX NUMBER: (     ) \_\_\_\_\_

STATE OF INCORPORATION: \_\_\_\_\_ DATE BUSINESS STARTED: \_\_\_\_\_

FEDERAL TAX ID NUMBER: \_\_\_\_\_ NATURE OF YOUR BUSINESS: \_\_\_\_\_

**INFORMATION ON OWNER(S), PARTNERS, OR CORPORATE OFFICERS:**

	<u>NAME AND TITLE</u>	<u>ADDRESS</u>	<u>SOCIAL SECURITY NUMBER</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

**BANK REFERENCES:**

NAME: \_\_\_\_\_ ACCT. 3: \_\_\_\_\_ PHONE: (     ) \_\_\_\_\_ FAX: (     ) \_\_\_\_\_

**TRADE / MATERIAL REFERENCES: PLEASE PROVIDE TELEPHONE NUMBERS & FAX NUMBERS OR CREDIT APP. WILL BE RETURNED.**

1.	NAME: _____	TELEPHONE: (     ) _____
	ADDRESS: _____	FAX NUMBER: (     ) _____
2.	NAME: _____	TELEPHONE: (     ) _____
	ADDRESS: _____	FAX NUMBER: (     ) _____
3.	NAME: _____	TELEPHONE: (     ) _____
	ADDRESS: _____	FAX NUMBER: (     ) _____

ARE THERE ANY LAWSUITS, LIENS OR JUDGMENTS EXISTING AGAINST YOUR FIRM?    YES\_\_\_\_    NO\_\_\_\_

THIS CREDIT APPLICATION AND AGREEMENT MUST BE SIGNED ON REVERSE SIDE BY AUTHORIZED OFFICERS OF THE COMPANY IF A CORPORATION, ALL PARTNERS IF A PARTNERSHIP, OR BY THE INDIVIDUAL APPLYING FOR A PERSONAL ACCOUNT.



Consideration of the extension of credit, the undersigned agrees to the following terms for each and every sale:

1. The applicant agrees to pay for all items delivered, equipment or services rendered, to the applicant or the applicant's representative in accordance with the terms of this credit agreement unless otherwise agreed to in writing by both parties. Material, quantities, prices thereof and delivery charges are expected to vary from project to project in accordance with the purchaser's selections. **PAYMENT TERMS ARE NET 30 DAYS.** Applicant agrees that each of the terms and conditions of sale, whether stated on the invoice or not, shall be a term of the contract of each sale from any creditor to the applicant. Applicant agrees to be bound to the same terms and conditions of this Agreement regardless of shipping source.
2. Applicant and creditors agree this Credit Application / Agreement is a written commercial contract with the parties entering into the commercial contract at Skippack, Montgomery County, Pennsylvania. In the event of a dispute arising from the extension of credit, the parties agree the contractual Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania. Venue for legal actions is further agreed to be within any court of competent jurisdiction within the Commonwealth of Pennsylvania as selected solely by the creditor. Applicants residing, operating or conducting business outside the Commonwealth of Pennsylvania or whose corporate registrations is other than the Commonwealth of Pennsylvania Expressly waive their right to select venue and hereby grant the creditors exclusive right to choose the judicial venue for legal matters within the applicant's state court system. Federal actions, if applicable shall be initiated in the Eastern District of Pennsylvania. Applicant expressly waives any and all rights to a jury trial.
3. Applicant agrees to pay a monthly service charge of 1½% monthly, 18% annually, on all sums due which have not been paid by the 30<sup>th</sup> day after the invoice date. Applicant agrees to promptly pay said service charge. An additional service charge will be due and payable every month thereafter. Waiver of any one or more service charge(s) shall not be deemed to be a waiver of future service charges.
4. Should it become necessary to place the account with a collection agency or attorney, the applicant agrees to pay all collections costs and attorney fees in addition to all other sums due.
5. Applicant gives authorization to obtain credit and financial information concerning the applicant at any time and from any source. In the event that the undersigned is / are individual(s), the signing of this Agreement shall constitute authorization to creditor to utilize consumer credit reporting agencies to provide reports on said individual(s) in order to permit creditor to evaluate the extension of any business credit.
6. If the undersigned claims an exemption from sales and / or use tax on the product and / or services supplied, a valid copy of the sales tax exemption certificate, if applicable, will be provided. If the certificate is not provided, it is agreed the applicant will promptly pay for such sales tax when invoiced.
7. In the event any one or more of the provisions contained in this Credit Agreement shall, for any reason, be held to be invalid, illegal or unenforceable, in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained.
8. An account is in default under this Agreement whenever the account holder fails to comply with the above terms and conditions of this Contractual Agreement. Upon notice, all sums outstanding shall become due and payable. Any creditor may, at its option, initiate proceedings to collect the outstanding indebtedness.

Intending to be legally bound, the undersigned certifies all information on this application is true and correct. The undersigned has read, understands and hereby agrees to the terms and conditions of this credit application and Contractual Agreement. The undersigned represents that he / she has the authority to enter into this Agreement on behalf of the applicant.

If an individual or partnership, sign here:

If applicant is a corporation, officer or authorized signature required here:

Print Name(s): \_\_\_\_\_ Print Name(s): \_\_\_\_\_

Date: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Signatures(s): \_\_\_\_\_ Signatures(s): \_\_\_\_\_

Signatures(s): \_\_\_\_\_ Signatures(s): \_\_\_\_\_

**PERSONAL GUARANTEE OF BUSINESS OBLIGATIONS**

In consideration of your extending credit at my / our request to the above name applicant. I / we as guarantor(s) hereby jointly and severally (if there is more than one guarantor), personally, unconditionally and absolutely guarantee to you the payment of any obligation of the above business entity whenever the applicant shall fail to pay the same. Guarantor agrees to pay all collections costs associated with the collection of debt amount including reasonable attorney fees. This guarantee shall be enforceable before or after proceeding against applicant, or simultaneously herewith and without resort to any security. This guarantee shall continue in force until notice in writing of termination is sent to Haines & Kibblehouse, Inc., Attn: Credit Manager, by registered or certified mail, return receipt requested. Guarantor(s) authorizes the creditor to utilize consumer credit reporting agencies to provide reports on said individual(s).

Guarantor's Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Co-Guarantor's Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Address of Co-Guarantor if different than Guarantor's: \_\_\_\_\_

Co-Guarantor's Social Security Number: \_\_\_\_\_