



COMMERCIAL CREDIT APPLICATION

PO Box 13527
Roanoke, VA 24035
Tel: 540-777-7600
Fax: 540-777-2064

APPLICANT: _____

MAILING ADDRESS: _____

STREET ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ FAX: _____ E-MAIL: _____

CORPORATION PARTNERSHIP PROPRIETORSHIP LLC OTHER YEAR BUSINESS STARTED _____

TAX ID# (COMPANY, PARTNERSHIP, ETC OR SOCIAL SECURITY NO) _____ STATE OF ORIGIN _____

INFORMATION ON PRINCIPALS

LIST ALL OWNERS/PARTNERS FOR PROPRIETORSHIP OR PARTNERSHIP
LIST ALL OFFICERS/MEMBERS FOR CORPORATION OR LIMITED LIABILITY COMPANY

NAME	ADDRESS	PHONE	TITLE

ANSWER THE FOLLOWING FOR THE APPLICANT AND ALL ITS OWNERS, PARTNERS, OFFICERS AND MEMBERS:

1) HAVE YOU FILED FOR BANKRUPTCY? YES NO IF YES, GIVE DATE _____

2) ARE THERE ANY OUTSTANDING JUDGMENTS OR LIENS? YES NO

3) ARE THERE ANY LEGAL ACTIONS OR ARBITRATIONS PENDING? YES NO

BANK REFERENCE

NAME: _____ CONTACT NAME: _____

ADDRESS: _____ TELEPHONE: _____

TRADE REFERENCE

NAME: _____ CONTACT NAME: _____

ADDRESS: _____ TELEPHONE: _____

NAME: _____ CONTACT NAME: _____

ADDRESS: _____ TELEPHONE: _____

NAME: _____ CONTACT NAME: _____

ADDRESS: _____ TELEPHONE: _____

TAX STATUS TAXABLE NON-TAXABLE TAX EXEMPTION NO: _____ (INCLUDE CERTIFICATE)

DO YOU REQUIRE PURCHASE ORDER NUMBERS ON YOUR INVOICES? YES NO

If you prefer electronic invoices, please provide Electronic Invoice E-MAIL Address: _____

NOTE: IF YOU ISSUE WRITTEN PURCHASE ORDERS, THEY MUST BE APPROVED AND SIGNED PRIOR TO ANY SHIPMENTS.

TERMS AND CONDITIONS

The undersigned ("Applicant") hereby makes application for credit from Georgia Stone Products, LLC (referred to herein as "GSP"), all dba's, subsidiaries, divisions, affiliates, acquisitions and common shareholder entities. In this connection Applicant hereby authorizes and requests each trade or bank reference listed herein to advise GSP of its credit experience with and to express an opinion as to the credit record of Applicant. Applicant acknowledges and agrees that GSP in its sole discretion may submit this Commercial Credit Application and other credit information to others, including other potential sources of the credit sought by this application, as well as GSP's successors and assigns. Further, Applicant, and each person signing below on behalf of Applicant agree that GSP may obtain personal credit reports with respect to Applicant's officers, partners and owners. Applicant acknowledges that GSP may, in its sole discretion, refuse to extend credit to Applicant in connection with any credit transaction.

Terms: Payment is due on all invoices 30 days from invoice date. Purchases not paid in accordance with those terms will be considered past due and subject to a finance charge of 1.5% per month, which is an annual percentage rate of 18%, added to the unpaid balance. Finance Charges are a penalty for non-payment and should not be considered an offer of financing. Payments will be applied first to unpaid service charges. The undersigned agrees to pay service charges and shall pay 20% collection costs, plus 25% attorney fees should counsel be retained plus court costs, in the event collection action is necessary.

Venue and Jurisdiction: Applicant hereby submits to the jurisdiction and venue in a Court of competent jurisdiction in the County of Douglas, Georgia for any legal action, and agrees (subject to the provisions of the next paragraph) that these Courts shall be the exclusive Courts in which actions may be brought by GSP or Applicant with regard to any extensions of credit and/or to any goods sold or supplied to Applicant. The laws of the State of Georgia shall apply to actions brought in Georgia Courts.

Acceptance of Materials: Payment shall constitute acceptance of material. Any and all claims by Applicant/Guarantor/Owners/Partners/Officers/Members to GSP as to any of the material furnished shall be made in writing and be made no later than 10 days after GSP furnishes the same. Creditor's liability is limited to credit or replacement of product and services. If no claim is made within such period, Applicant/Guarantor/Owners/Partners/Officers/Members shall be deemed to have waived any rights to claims against GSP for such material. Applicant/Guarantor/Owners/Partners/Officers/Members is also assuming full responsibility for any extra products and/or admixtures requested and delivered to the jobsite. The Applicant/Guarantor/Owners/Partners/Officers/Members understands that whomever calls into GSP to place an order is an authorized representative for the Applicant/Guarantor/Owners/Partners/Officers/Members, and the business will be held fully responsible for all charges incurred and warrants that any order placed on their behalf is authorized to do so.

Access to Work Site: The Applicant/Guarantor/Owners/Partners/Officers/Members agrees to provide roadways or approaches permitting safe access of GSP trucks under their own power to the point of delivery. GSP shall reserve the right to stop delivery if such access is not provided, Applicant/Guarantor/Owners/Partners/Officers/Members assumes full responsibility for any damage or cost incurred to our equipment or to the property of any other parties when our equipment is off of the public roadway. Applicant/Guarantor/Owners/Partners/Officers/Members assumes full and complete liability and responsibility for providing safe access for the delivery of all material.

Lien Rights: This agreement shall not be deemed a limitation or waiver of any rights or remedies that GSP has under any federal or state mechanic's lien laws or under any applicable payment bond or any other rights, remedies, powers or privileges now or hereafter existing in law or equity, all of which is expressly reserved.

Unconditional Personal Guaranty:

The undersigned, individually, as well as on behalf of the Corporation, Partnership, LLC, LLP or other such entity noted above, agrees to pay all indebtedness now due or which may become due, including penalties, service charges, extra charges, reasonable attorney's fees, and court costs Incurred in the collection of their past due account. Liability shall be joint and several. The applicant regardless of title, agree to be jointly and severally liable for all unpaid amounts when any charge exceeds 60 days past due.

This guaranty is a continuing guaranty of payment and shall inure to the benefit of GSP, from the date heron and shall remain in full force as long as the applicant has an open account. Any earlier termination of the guaranty with the agreement of GSP shall not affect any of the guarantor's obligations hereunder with respect to indebtedness incurred prior to the termination.

For goods sold by GSP to Applicant, Applicant hereby gives GSP a purchase money security interest in those goods and their proceeds. Applicant hereby agrees to execute any documents that are necessary for GSP to perfect its security interest in goods sold by GSP, and Applicant hereby appoints GSP as its attorney-in-fact for the limited purpose of executing such documents.

The failure of GSP to insist on strict performance of any term, covenant or condition contained in this application shall not be construed as a waiver of such term, covenant or condition in any other instance.

Applicant's Certification and Agreement

Applicant and each person signing below on behalf of Applicant represents that the information contained in the application is true and correct.

All the above information is complete, correct and provided to GSP to obtain credit. I authorize GSP to investigate credit and employment history and to report the credit experience of any party or authorized user to business reporting agencies and others. I understand that you may retain this application whether or not it is approved.

Authorized Signature

Title

Print Name

Date

(Application must be signed for processing. Additional information may be required.)