



49 N Main St. Westford, MA 01886
978-692-3532/1-888-41ROCKS
Fax 978-692-0573

Date _____

APPLICATION FOR CREDIT

Business Name _____ Owner (Officer) Name, Title, Home Phone _____

Street Address _____ (1) _____

City _____ State _____ Zip _____ +4 _____ (2) _____

Tel. No. (____) _____ Social Security No. (1) _____

Fax No. (____) _____ Social Security No. (2) _____

Corporation _____ Partnership _____ Proprietorship _____ Incorporated: Year _____ State _____

Monthly Credit Requested \$ _____ Date Business Started _____ Type of Business _____

State Sales Tax () Non-Exempt () Exempt: Please Attach Certificate

E-Mail Address (1) _____ E-mail Address (2) _____

Do you require a monthly statement? ____ Yes ____ No

TRADE REFERENCES:

Name _____ Acct # _____ Full Address _____ Zip _____ Fax _____ Phone _____

1. _____

2. _____

3. _____

BANK REFERENCES:

Name _____ Acct # _____ Full Address _____ Zip _____ Fax _____ Phone _____

1. _____

2. _____

In consideration of Graniteville Materials extending credit to me, I/we agree to the following terms listed on the reverse side of this credit application.

The undersigned acknowledges receipt of a copy of this agreement.

Date

Signature of Guarantor

Witness

Signature of Guarantor (Spouse or Partner)

TERMS OF THE AGREEMENT

PLEASE READ BELOW THE TERMS AND CONDITIONS OF CREDIT. DO NOT HESITATE TO ASK US ABOUT THEM IF YOU SHOULD HAVE ANY QUESTIONS.

1. A 2% discount may be taken on the current month purchases if the account is paid in full by the 10th of the month following the statement date. The account is due net by the 25th of the month and considered past due on the 26th.
2. In the event of default of the foregoing paragraph, I/we agree to pay the maximum legal rate of interest or service charge at the rate of and not exceeding 2% per month (24% annually) on all unpaid and delinquent accounts together with all reasonable attorney's fees for the collection and enforcement of all delinquent accounts together with all costs thereof.
3. I authorize you to make an investigative consumer report and credit check for the purposes of Graniteville Materials extending me credit and understand that I may, upon reasonable request, within a reasonable period of time, receive additional information about the nature and scope of this investigative report.
4. The undersigned hereby unconditionally guarantee payment of whatever amount or amounts shall at any time be owing to on account of goods hereafter delivered whether said indebtedness is in the form of notes, bills or open account.
5. This shall be an open and continuing guarantee and shall continue in force notwithstanding any change in the form of such indebtedness, or renewals or extensions granted by you, without obtaining any consent thereto, and until expressly revoked by registered mail, return receipt requested from the undersigned to Graniteville Materials and any such revocation shall not in any manner affect my liability as to the indebtedness contracted prior thereto.
6. Notice of indebtedness and/or default in payment are hereby waived. The incorporation, merger, reorganization or sale of undersigned's business shall not operate as a termination of this guarantee.
7. The parties agree that the Seller may, at its sole election bring any action arising under the terms of this contract in any court within the Commonwealth of Massachusetts located in any judicial district the Seller selects. The Buyer and Seller hereby agree that venue will be proper as selected by the Seller.

If the buyer purchases goods from a branch of the Seller located outside of Massachusetts or if goods are delivered to the Buyer outside of Massachusetts and a dispute arises, the Seller retains the right, at its sole election, to bring an action in any court located within the Commonwealth of Massachusetts or, in the alternative, any court of appropriate jurisdiction in the state where the goods are supplied or the Seller is located.

This agreement and rights of the parties hereunder shall be governed by the laws of the state in which any action is commenced.

8. If any provisions of this agreement are found to be void, illegal or otherwise unenforceable, the remainder of this agreement shall not be affected thereby and shall remain fully enforceable.
9. This agreement is binding upon the undersigned, his administrators, executors and assigns.
10. The guarantee shall be a continuing, absolute and unconditional guarantee and shall be enforceable by Graniteville Materials, its successors and assigns.