



7535 Railroad Avenue Hanover,  
Maryland 21076-3141 Phone:  
1-888-766-4242 Credit Fax:  
410-689-1854

Approved	By
Denied	By
Reason	
Date	Monitor Amt:
Customer No:	Sales Rep Code:

For Internal Use Only

**APPLICATION FOR BUSINESS CREDIT**

Date					
<b>Business Type</b>	Corp -State of Inc	Sole Proprietor	Partnership	LLC	Other
Customer's Full Legal Business Name or Individual Name					
D/B/A or T/A					
Street Address					
City/State/Zip				County	
Mailing Address same as above					
City/State/Zip					
Office Phone		Office Fax		Years in Business	
Type of Products/Services you provide				Resident Agent	
Federal ID#		State Contractors License#		Line of Credit Requested:	
<b>Corporate Office Location:</b> Name			Address		Phone#/Fax#

<b>LIST OF PRINCIPALS</b>	Please list the names and phone number of all Officers, Partners, Proprietors, Owner, Members below.				
Name Title Phone#					SSN#
1.					
2.					
3.					
4.					
Has any of the companies or individuals listed above ever been a debtor in a bankruptcy proceeding?					
Has any judgment ever been entered against any of the companies or individuals listed above?					
Are there any legal actions or arbitrations pending against any companies or individuals listed above?					
<b>Bonding Agent: Name</b>		Phone#	Ext#	Fax#	
<b>Person to contact regarding invoices:</b>					
Do you desire any special billing requirements?		Yes	No	If Yes, please specify	

**Note:** We will try to accommodate your needs but cannot always guaranty these arrangements due to time and or data processing constraints.

<b>TRADE REFERENCES</b> You must list at least FOUR references with whom you have traded within the last year. • Do NOT list utilities, overnight mail, credit card companies, or your affiliate companies. • Complete all the information requested below, <b>INCLUDING THE FAX NUMBER.</b>			
Company Name	City/State	Phone#	FAX#
Company Name	City/State	Phone#	FAX#
Company Name	City/State	Phone#	FAX#
Company Name	City/State	Phone#	FAX#

<b>BANK REFERENCES</b>			
Bank Name	City/State	Phone#	Contact
Account Type		Account Number	

**TERMS AND CONDITIONS OF CREDIT**

- Payment is due net-30 days from the invoice date. However, in the event that an account Customer elects to pay on their account with a credit card the payment is due on receipt of material. Payments must be made from invoices, not statements. A finance charge of 1% per month will be charged on past due accounts. A \$35.00 return check fee will be charged each time a check is returned from the bank.
- Sales taxes are charged on all materials and rentals to all Customers unless a tax exempt certificate is on file at Aggregate Transport Corp (AGG)/The Stone Store's (SS) office. Waiting time will be charged on all job sites after the first 15 minutes. Charges are then based on 15 minute increments. Minimum haul policy: haul rates are based on full truck load volumes only, partial load deliveries will be invoiced at the full truck load rate (22 tons); the full truck load rate includes all geographical areas.
- Any modifications to these Terms and Conditions must be agreed to in writing by AGG/SS. Customer hereby authorizes AGG/SS to contact bank and trade references at any time for the purposes of credit extension and review of credit account. AGG/SS reserves the right to suspend, limit, or change credit terms at any time. If requested by AGG/SS, Customer agrees to provide any project and bond information within 5 days of request.
- If Customer notices an error on its invoice, Customer must contact AGG/SS in writing within 5 days of the invoice date, stating the invoice number, amount of error, the reason for error, and provide any documentation to support Customer's claim. Invoice charges will be considered valid if no written dispute is on file. In the event of a pricing dispute, only the AGG/SS quotes will be honored. WE DO NOT HONOR VERBAL PRICES. Purchase orders, and other documents do not replace, modify, or void these credit terms at any time unless authorized in writing by AGG/SS. If Customer requires the use of purchase orders and/or reference numbers we must have a hard copy. The hard copy must include your authorizing signature. We cannot ship material without a copy of your required purchase order and/or reference number. It is Customer's responsibility to fax and call in the appropriate purchase order and/or reference number. If Customer requires these numbers on invoices, make sure Customer's purchasing staff is aware of our policies. In the event of a conflict between these Terms and Conditions of Credit and any other documents, these Terms and Conditions of Credit will prevail. Discrepancies in quantity or quality of any material delivered must be called into our dispatch department on the date of delivery. AGG/SS is not responsible for damages due to weather conditions, poor job site conditions, and Customer's failure or delay in notifying AGG/SS of any discrepancies of delivered materials or services.
- All shipments to any one project shall be considered part of a specific continuing contract related to a single project. Any lien and bond waivers will be effective only to the extent of the total dollar amounts actually received, deposited, and cleared from the bank on which the check is drawn. AGG/SS reserves the right to suspend or refuse orders due to non-payment of past due balances without prior notice until payment in full is made or any dispute is resolved. AGG/SS shall not, in any event, be responsible for any damages due to delays in supply of any labor or materials. For sums justly due and undisputed amounts, the Customer agrees and understands that Customer shall not set off, deduct, or charge back any claims it has or may have against this account, that Customer has no other interest or property right in or to the funds to be paid to AGG/SS, and irrevocably assigns to AGG/SS its accounts receivable from each project owner/contractor.
- Estimating: Any measurements, material take offs, and/or material quantity estimates given by AGG/SS are NOT to be considered exact and are to be used for general estimating purposes only. Customer assumes the risk of any overages or shortages created by utilizing our general estimates and any such overages or shortages are the sole responsibility of the Customer.
- **Release of Delivery Liability -Inadequate Deliver Site: Customer understands and agrees that it is the Customer's responsibility to provide proper and safe delivery unloading site. Thus, Customer agrees that AGG/SS, its servants, agents, employees, or subcontractors, shall not be liable to Customer for any claims, demands, injuries, damages, economic loss, actions or causes of action whatsoever, to my person or property arising out of or related to an inadequate delivery unloading site. Furthermore, Customer agrees that Customer will be financially responsible for and pay any and all fees/expenses/damages caused by an inadequate delivery unloading site including, but not limited to, damage to delivery vehicle and apparatus, Waiting Time Fees (see Waiting Fees) and Towing Fees (see Towing Fees).**
- **Release of Delivery Liability -Damages Incurred During Delivery: AGG/SS shall not be liable for any damages incurred during delivery, including, but not limited to, damage to curbs, driveways, structures, mailboxes, lawns, trees, underground or overhead utilities, septic systems, irrigation systems and adjoining property and structures. Thus, Customer expressly hereby forever releases and discharges AGG/SS from all claims, demands, injuries, damages, economic loss, actions or causes of action, and from all acts of active or passive negligence on the part of AGG/SS, its servants, agents, employees, or subcontractors arising out of or related to the delivery of the materials. Customer shall indemnify AGG/SS and make AGG/SS financially whole, including, but not limited to, reimbursement of reasonable attorney's fees incurred by AGG/SS, and shall hold AGG/SS harmless from any and all claims by any third parties related to or arising out of the delivery/unloading of materials.**
- **JURISDICTION AND VENUE:** The parties hereto agree that the State of Maryland shall have jurisdiction with regard to all disputes related to or arising out of this Agreement and all purchases and rentals. The parties further agree that Anne Arundel County, Maryland shall be the appropriate county in which to file all suits with regard to any and all controversies related to or arising out of this agreement.
- AGG/SS may report account history to various credit reporting agencies for the purposes of reporting and collecting credit history. AGG/SS's credit policies are in compliance with all Federal, State and local laws including the Equal Credit Opportunity Act, the Consumer Credit Protection Act, and the Fair Debt Collection Practices Act.
- All Customer claims concerning quality control or compliance with product specifications must be by certified mailing to the address indicated on the AGG/SS invoice and received by AGG/SS within 30 days of Customer's receipt of such products. Customer understands and agrees that in the event that such a written claim by Customer is received more than 30 days after Customer's receipt of such product that Customer, at the sole discretion of AGG/SS, shall have waived such claims.
- **LIMITATION OF CONSEQUENTIAL DAMAGES THE PARTIES TO THIS TRANSACTION EXPRESSLY AGREE, PURSUANT TO THE MARYLAND UNIFORM COMMERCIAL CODE, THAT THE BUYER/CUSTOMER'S MEASURE OF DAMAGES AND EXCLUSIVE AND SOLE REMEDY SHALL BE LIMITED TO THE REPAYMENT OF THE PRICE OF THE NON-CONFORMING GOODS OR PARTS, OR TO THE REPLACEMENT OF THE NON-CONFORMING GOODS OR PARTS.**
- **APPLICABLE LAW/SEVERABILITY:** The validity, construction, and performance of these Terms and Conditions shall be governed by the laws of the State of Maryland, without regard to its conflict of law provisions. If any provision of these Terms and Conditions is held to be unenforceable under applicable law, that provision shall be excluded from these Terms and Conditions, and the balance of this Agreement shall be enforceable in accordance with its terms.
- In the event that it becomes necessary to refer the account to an attorney for collection, without regard as to whether or not an action is filed with the Court, I/we agree to pay all costs of collection including, but not limited to, reasonable attorney's fees and any Court costs, if any.
- Net 30 Term accounts that choose to use a credit card for payment will be charged a 3% processing fee on each credit card transaction when paying invoices. Processing fees will be paid at the time of the transaction.

By signing below, (1) I/We certify that all information provided on this Application is correct and understand and agree to the Terms and Conditions of Credit set forth herein; (2) I/We agree to give notice to AGG/SS within 30 days of any changes in the information contained herein of this Credit Application, and (3) I/We hereby represent that I am an authorized to sign and enter into this credit agreement with AGG/SS on behalf of the applicant.

**IN WITNESS WHEREOF**, Customer or Customer's authorized representative has duly executed this Credit Application with the intention of legally binding Customer.

Authorized Signature \_\_\_\_\_ Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**(Must be signed by a Corporate Officer ONLY)**

PRINT OFFICER'S NAME \_\_\_\_\_ CORPORATE OFFICER'S TITLE \_\_\_\_\_

WITNESS SIGNATURE \_\_\_\_\_ PRINT WITNESS NAME \_\_\_\_\_

### **Personal Guaranty**

If the business is a corporation, all shareholders and their spouses must sign this Personal Guaranty before a witness. If a business is a sole proprietorship, the owner and spouse must sign this Personal Guaranty before a witness. If a business is a partnership, all partners and their spouses must sign this Personal Guaranty before a witness. In consideration of Aggregate Transport Corp/The Stone Store extending credit, I/we jointly and severally do guarantee personally and unconditionally, at all times, to Aggregate Transport Corp/The Stone Store, the payment of indebtedness of

\_\_\_\_\_  
Please fill in the Customer's business name

This Guaranty shall continue in full force and effect covering all purchases on the account, interest at the maximum legal contract rate and any other correct charges on the account until such time as Aggregate Transport Corp/The Stone Store, shall receive from all the undersigned written notice of revocation, and such revocation shall not in any way relieve any of the undersigned from liability from any indebtedness incurred prior to the actual receipt by Aggregate Transport Corp/The Stone Store, of said notice.

**IN WITNESS WHEREOF**, the individual guarantor(s) has/have duly executed this Personal Guaranty portion of this Credit Application with the intention of being legally bound.

Signatures Only – **Do not reference titles, please!**

Witness Signature \_\_\_\_\_ Guarantor \_\_\_\_\_ SSN \_\_\_\_\_ Printed Name \_\_\_\_\_ Date \_\_\_\_\_

Home Address \_\_\_\_\_ Home Phone Number \_\_\_\_\_

Witness Signature \_\_\_\_\_ Guarantor \_\_\_\_\_ SSN \_\_\_\_\_ Printed Name \_\_\_\_\_ Date \_\_\_\_\_

Home Address \_\_\_\_\_ Home Phone Number \_\_\_\_\_