

WINDBER STONE, LLC

APPLICATION FOR CREDIT

CREDIT AMOUNT REQUESTED _____

APPLICATION DATE _____

FIRM NAME _____

TRADE NAME _____

STREET ADDRESS _____

PHONE# _____

FAX# _____

CITY _____

ZIP CODE _____

PLEASE CHECK ONE: Individual Partnership Corporation Municipality Non-Profit Organization

Number of Years in Business _____ Have you filed for bankruptcy within the past ten years? YES NO

Employer ID Number (Corporate) or Social Security Number (individual or Partnership) _____

Purchase Order Required? YES _____ NO _____ Direct invoices to the attention of _____

Name of parent corporation _____

Type of Business _____

OWNERS, PARTNERS, OR AUTHORIZED OFFICERS OF THE CORPORATION:

List Name, Title / Position, Home Address, % Ownership, Date of Birth, Social Security Number and Phone Number.

1. _____
2. _____

Bonding Company: _____ Contact person: _____ Phone Number: _____

Insurance Company: _____ Contact person: _____ Phone Number: _____

Sales Tax Exempt: Yes _____ No _____ If yes, please attach copy of sales tax exemption certificate.

Bank References: List name, address (city / town, state and zip code), name of contact person, phone number and account number

1. _____
2. _____

Trade References: List name, address (city / town, state and zip code), name of contact person, phone number and account number

1. _____
2. _____
3. _____

Each entity / company / firm provided as a Trade or Banking reference is authorized to provide to Windber Stone, LLC any information requested concerning my current or past accounts. Photo or faxed copies of this authorization are to be accepted as original.

TERMS OF CREDIT ON OPEN ACCOUNT

In the event that Windber Stone, LLC elects to extend credit to the applicant ("Buyer") the Buyer in consideration of the privilege of purchasing materials from Windber Stone, LLC, on credit and in further consideration of the fact that the Buyer intends to be legally bound hereby, agrees that the same shall be extended upon the following terms:

1. All accounts are payable within thirty (30) days of the date of the invoices, if unpaid after the passage of thirty (30) days, interest on the unpaid principal balance shall be charged at the rate of 1 1/2% per month, compounded monthly.
2. All purchase orders for materials shall adequately identify the project into which the goods sold by Windber Stone, LLC are to be incorporated as well as the project number, if any, and the bond number and surety, if any, where the project is covered by a labor and material payment bond. The Buyer shall also identify whether it is a prime contractor of a subcontractor on each such project. Receipt of such information by Windber Stone, LLC may be imposed as a condition upon further credit transaction.
3. The obligation of Windber Stone, LLC to provide materials is subject to at least forty-eight (48) hours advance notice and if cancelled, will be subject to a cancellation charge.
4. Within forty-eight (48) hours of Buyer's receipt of material or goods from Windber Stone, LLC, Buyer shall notify Windber Stone, LLC in writing of any defects in the goods sold to Buyer. Buyer shall be barred from asserting defects in the goods received, in any proceeding, if such written notice is not given within the forty-eight (48) hour period.
5. Buyer hereby WAIVES, regardless of cause, any claim whatsoever against Windber Stone, LLC for any incidental or consequential damages, including without limitation, property damage, personal injury, loss of time, profits or income, trucking, or loss due to late delivery of goods, or loss due to improper, inadequate, untimely or lack of service.
6. Signed delivery ticket copies are provided at the time of delivery only. Requests for 'proof of delivery' or additional copies of signed delivery tickets, will be assessed a research charge of \$5.00 per ticket.
7. If the Buyer is the principal on a labor and material payment bond applicable to the project in which Windber Stone, LLC shall or has furnished goods used by the Buyer in the prosecution of work covered under such bond, the Buyer shall furnish surety under such bond with notice of the terms and conditions set forth herein and shall, upon demand, provide Windber Stone, LLC with written confirmation of notice.
8. This Application shall be governed by and interpreted in accordance with the laws of the state of Pennsylvania without regard to conflict of law principles.
9. Buyer consents to the exclusive venue and Jurisdiction of the Court of Common Pleas of Somerset County, Pennsylvania, for any disputes arising out of the sales and extension of credit.
10. BUYER AND EACH CO-APPLICANT HEREBY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN ANY ACTION BROUGHT BY OR AGAINST WINDBER STONE, LLC.
11. Buyer agrees to pay all expenses (including, without limitation, reasonable attorney's fees and court costs) paid or incurred by Windber Stone, LLC in enforcing collection.
12. The failure to comply with the terms of credit or to make prompt payment may constitute sufficient cause for Windber Stone, LLC to terminate the open account.
13. Nothing contained in this credit application shall obligate Windber Stone, LLC to extend credit privileges to the Buyer. Windber Stone, LLC may, in its sole discretion, extend or refuse credit privileges to the Buyer, or increase or decrease the amount of credit privileges available to the Buyer, at any time.

14. To the extent permitted under applicable law, if Buyer's account is past due, or Buyer is otherwise in default of its obligations to Windber Stone, LLC Buyer authorizes any Attorney to appear on Buyer's behalf, in one or more proceedings in any court having jurisdiction, or before any clerk, prothonotary or other court official, and **CONFESS JUDGMENT AGAINST BUYER, WITHOUT BUYER HAVING PRIOR NOTICE OR OPPORTUNITY FOR PRIOR HEARING**, for any amounts due Windber Stone, LLC. plus court costs and attorneys' fees of fifteen percent (15%) of the total amount then due. To the extent permitted under applicable law, Buyer waives: a) all rights of exemption, homestead or appeal; and b) all rights to relief from inquisition, levy, immediate execution, or other post-judgment remedies and enforcement actions.
15. In the event that any of the terms of this Agreement are in conflict with any rule of law or statutory provision, or are otherwise unenforceable under the law or regulations of any Government or subdivision thereof, such terms shall be deemed stricken from this Agreement. Such invalidity or unenforceability shall not invalidate any other terms of this Agreement, which shall continue in full force and effect.

I have read and agree to be bound by the terms and conditions of this credit agreement.

ATTEST:

BUYER:(Full Name)

Secretary

President

Corporate Seal

WITNESS:

PARTNERSHIP OR INDIVIDUAL:

PERSONAL GUARANTEE

Execution of this personal guarantee by one or more principals of the Applicant is an express condition to credit approval by Windber Stone, LLC.

I, the undersigned, as Co-Applicant hereunder, for good and valuable consideration, and intending to be legally bound, hereby guarantee payment of all sums due and owing, and which may become due and owing, by Applicant to Windber Stone, LLC including all service and late fees, collection costs and reasonable attorneys' fees; and waive presentment, demand, notice of demand, and notice of non-payment. I further agree that my liability shall be absolute and unconditional, without regard to the liability of any other party. This is a guarantee of payment and not of collection.

CO-APPLICANT: Signature

Print Name of Co-Applicant:

Date: _____

CO-APPLICANT: Signature

Print Name of Co-Applicant:

Date: _____

*****PLEASE PROVIDE A COPY OF THE PERSONAL GUARANTEE DRIVER'S LICENSE*****