



6500 Meyer Way, Ste. 130, McKinney, TX 75070  
PHONE 214-239-4721 FAX 214-239-4805  
RETURN TO: ADMIN@PKSTONELLC.COM

### CREDIT APPLICATION FOR A BUSINESS ACCOUNT

#### BUSINESS CONTACT INFORMATION

|                           |              |   |           |
|---------------------------|--------------|---|-----------|
| Legal Business Name:      |              | DBA <small>DOING BUSINESS AS</small> (If Applicable): |           |
| Phone:                    | Fax:         | E-mail:   |           |
| Physical Company Address: |              |   |           |
| City:                     |              | State:  | ZIP Code: |
| Mailing Address:          |              |   |           |
| City:                     |              | State:  | ZIP Code: |
| Date Business Commenced:  |              | Amount of Credit Requested:                           |           |
| Sole Proprietorship:      | Partnership: | Corporation:  | Other:    |

#### NAME OF OWNERS OR OFFICERS

|             |      |             |      |
|-------------|------|-------------|------|
| Name:       |      | Name:       |      |
| Title:      |      | Title:      |      |
| Address:    |      | Address:    |      |
| Email:      |      | Email:      |      |
| Cell Phone: | SSN: | Cell Phone: | SSN: |

#### BANKING REFERENCE

|                  |                 |                |           |
|------------------|-----------------|----------------|-----------|
| Bank Name:       |                 |                |           |
| Bank Address:    |                 | Phone:         |           |
| City:            |                 | State:         | ZIP Code: |
| Contact Person:  |                 | Contact Phone: |           |
| Contact Email:   |                 | Contact Fax:   |           |
| Type of Account: | Account Number: |                |           |
| Savings          |                 |                |           |
| Checking         |                 |                |           |
|                  |                 |                |           |

#### BUSINESS/TRADE REFERENCES

|                  |      |         |           |
|------------------|------|---------|-----------|
| Company Name:    |      |         |           |
| Address:         |      |         |           |
| City:            |      | State:  | ZIP Code: |
| Phone:           | Fax: | E-mail: |           |
| Type of Account: |      |         |           |
| Company Name:    |      |         |           |
| Address:         |      |         |           |
| City:            |      | State:  | ZIP Code: |
| Phone:           | Fax: | E-mail: |           |
| Type of Account: |      |         |           |
| Company Name:    |      |         |           |

\_\_\_\_\_  
Initial and Date

|  |        |           |
|--|--------|-----------|
| Address:   |        |           |
| City:  | State: | ZIP Code: |
| Phone:   | Fax:   | E-mail:   |
| Type of Account:   |        |           |
| <b>CREDIT APPLICATION TERMS</b>  |        |           |
| <p>The Purchaser hereby certifies that all information provided is true and correct. By signing this application for credit below, the Purchaser and all guarantors authorize P&amp;K Stone, LLC. ("Seller") to request one or more credit or investigative reports regarding their respective commercial and personal credit history before extending credit now or at any time in the future. The Purchaser understands that the submittal of this Application does not constitute a credit account until approved by the Seller. The Seller may, at any time, modify the limits of open credit extended to the Purchaser and the terms and conditions upon which credit is extended, request an updated application, or terminate the credit account all-together. Further, by signing below, the Purchaser states they have received, read, and agree to the Terms and Conditions provided herein.</p> |        |           |

Name of Authorized Officer/Owner: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_ Signature: \_\_\_\_\_

Name of Authorized Officer/Owner: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_ Signature: \_\_\_\_\_

**Initial and Date each additional page of this Application**

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Initial and Date



## GENERAL TERMS AND CONDITIONS OF SALE OF P&K STONE, LLC.

### 1. ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS.

Unless specifically agreed upon in writing, upon signing this application for credit, the Purchaser explicitly agrees to these Terms and Conditions of Sale set forth herein. These Terms and Conditions shall govern any and all transactions between the Purchaser and P&K Stone, LLC. ("Seller"). The following Terms and Conditions, together with those contained in the applicable Seller's Quote, Purchase Order, Contract, or Invoice, shall constitute the entire agreement for the purchase and sale of the Seller's Goods. Any acceptance by Seller contained herein is made expressly conditional upon Purchaser's agreement to these Terms and Conditions. Such agreement, by Purchaser, shall be deemed to occur upon the Purchaser's execution and the Seller's approval of the Application for Credit. Additionally, any terms and conditions contained in Purchaser's solicitation for bid or quotation, purchase order, or other documents, which are different from, or in addition to, these Terms and Conditions, shall not be binding upon Seller, and Seller hereby specifically objects to such Purchaser's terms and conditions. Any modifications to these Terms and Conditions, whether spoken or written, will not be considered binding unless they are documented in writing and signed by an authorized representative of the Seller.

### 2. PAYMENT TERMS

**PAYMENT TERMS ARE NET 30 FROM DATE OF INVOICE.** Purchaser agrees to pay the full invoice amount for all purchases made from the Seller promptly according to the Terms and Conditions specified herein and on each invoice. If the total invoice amount is not paid in full by the due date, the Purchaser will incur interest on the outstanding balance. This interest will be calculated at a rate of one and a half percent (1.5%) per month or the maximum allowed by law. If the Purchaser fails to meet any obligations under this Agreement, or if the Seller reasonably believes that the ability to receive payment is at risk, or if any other default occurs as outlined in this Agreement, the Seller may, at its discretion and without notice, declare the entire unpaid balance immediately due and payable, terminate the Purchaser's credit account, or take both actions. The Purchaser agrees to cover all costs, interest, and expenses incurred by the Seller in collecting any outstanding balances, including collection agency or attorney and court fees as well as all interest incurred on such amount.

- a) The Purchaser agrees to pay the Seller for Goods provided at designated prices. All invoices tendered by the Seller will be deemed accurate and conclusive unless given written notice of any discrepancy within seven (7) days of receipt. All payments by Purchaser may be applied against open invoices at the sole discretion of the Seller.
- b) Seller's pricing presented on general price lists or specifically quoted are subject to change or escalation at any time without notice. All quotations expire and are invalid, if not accepted, within thirty (30) days from the date of issue. Any price extensions are made for the convenience of the Purchaser, and they, along with any mathematical or clerical errors, are not binding on the Seller.
- c) Any taxes imposed on the Goods or transportation costs related to them, which must be paid or collected by the Seller, will be added to the purchase price stated in any proposal and shown thusly on all invoices. It is the Purchaser's responsibility to provide valid exemption documentation to the Seller from the appropriate taxing authority at or before the delivery of goods if they wish to be exempt from sales tax liability.
- d) Checks in payment for Goods that are not honored by the bank upon which drawn may be subject to such charges as may be assessed in connection therewith under the laws of the State of Texas or in the sole discretion of Seller's bank. If Seller's bank should charge a fee as independent consideration for the additional work required, the fee shall be passed on by Seller to Purchaser for payment. The parties agree that this fee is not to be deemed and is not interest for the purposes of determining usury.
- e) Purchaser shall provide Seller with a completed Project Information Sheet prior to the purchase of Goods for the purpose of filing preliminary notices, liens, or claims on payment bonds.
- f) To secure payment of outstanding balances, Purchaser hereby grants Seller a continuing security interest in all of Purchaser's assets including but not limited to inventories, equipment, tangible commercial and personal property, accounts receivables, cash money, and general intangibles. Seller's security interest shall be limited to the outstanding amount owed plus any additional fees incurred by Seller.

### 3. DELIVERY

Delivery of the Goods depends on the acceptance date of the quote and the Seller's ability to obtain necessary materials. The Seller is not liable for delays or failures due to circumstances beyond their control, such as natural disasters, labor disputes, supply shortages, or legal orders, as well as any actions by the Purchaser or their representatives. Unless otherwise stated, delivery is F.O.B. Seller's plant, with title and risk of loss transferring when the Goods are loaded onto transportation. The Seller is not responsible for any issues that arise during delivery. If the Purchaser requests Seller to handle delivery, third-party carriers will be used. The Seller will make reasonable efforts to meet the Purchaser's schedule, and the Purchaser releases claims for delays. Changes to an agreed schedule require Seller's written consent. The Purchaser agrees to accept delivery as specified and acknowledges that the Seller's measurement units will prevail in case

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Initial and Date



of discrepancies. The Purchaser is responsible for any detention or delay charges not caused by the Seller, including charges for trucks held over thirty (30) minutes. Repeated unloading delays may result in suspended deliveries. Goods ordered in error or excess cannot be returned for credit and will be charged as delivered.

#### **4. INSURANCE**

For truck shipments arranged by the Purchaser, a certificate of insurance must be provided to the Seller before any sale. This certificate should show that the Purchaser has insurance covering their transportation equipment or that of their third-party carrier while on Seller's premises, including Commercial General Liability and Automobile Liability with limits of at least \$1 million each, Workmen's Compensation Insurance as required by state law, and Employer's Liability insurance of no less than \$1 million. The policies must name the Seller as additional insureds on a primary and non-contributory basis to Seller's insurance and include a waiver of subrogation in favor of Seller where allowed by law. The Purchaser agrees to assist with obtaining necessary certificates and ensure that all carriers comply with Seller's safety requirements while on the premises, as entry is contingent upon such compliance.

#### **5. DEFECTIVE MATERIAL**

If the Purchaser and Seller have agreed to specifications of Goods in writing, the Purchaser may reject Goods upon delivery if they do not meet those exact specifications. However, the Purchaser must notify the Seller of the rejection within five (5) days of delivery and allow the Seller a reasonable time to cure. If no written agreement exists, all Goods are considered sold "as is." Goods may only be returned to the Seller with prior written authorization.

#### **6. WARRANTY**

The Seller provides no warranties, either express or implied, and specifically disclaims any warranty of merchantability or fitness for a particular purpose regarding any products sold to the Purchaser unless agreed upon by Seller in writing. Any defects arising from improper use, design, installation, or maintenance will void all warranties, whether expressed or implied. It is agreed that the Company's liability for any damages is limited to the invoice price of the materials found to be defective or non-conforming.

#### **7. LIABILITY**

Seller's liability arising out of or related to Goods sold to Purchaser, whether in contract, tort, indemnity, strict liability, or any other legal theory, shall in no event exceed the price of the purchase or portion of such purchase on which such liability is based, and Purchaser waives any claim in excess of that amount. In no event shall the Seller be liable for lost profits, indirect, special, incidental, or consequential damages, losses or expenses, directly or indirectly arising from the purchase, handling, use of the Goods, or from any other cause or breach including but not limited to breach of warranty or negligence.

#### **8. INDEMNITY**

Except for cases involving the Seller's gross negligence or willful misconduct, the Purchaser agrees to indemnify, defend, and hold harmless the Seller, along with its officers, agents, and employees, from any claims, damages, liabilities, actions, losses, costs, and expenses, including attorney's fees, that arise from the delivery or use of the Goods. This includes claims made by the end user of the Goods.

#### **9. APPLICABLE LAW**

Any legal action or proceeding with respect to Purchaser may be brought in the appropriate state or federal court of Collin County, Texas. Purchaser hereby accepts, generally and unconditionally, the non-exclusive jurisdiction of the aforesaid courts. Purchaser further waives any objection to the venue of any action or proceeding in any such court in Collin County and waives any right to trial by jury therein. Nothing herein shall affect the right of the Seller to serve process in any other manner permitted by law or to commence legal proceedings or otherwise proceed against Purchaser in any other jurisdiction.

**FEDERAL EQUAL CREDIT OPPORTUNITY ACT:** If your application for credit is denied, you have the right to a written statement of the specific reasons for the denial. To obtain such statement, please contact P&K Stone, LLC's credit manager at the above-identified address within sixty (60) days of the date you are notified of its decision. P&K Stone, LLC will send a written statement of the reason(s) for the denial within thirty (30) days of receiving your request for such statement.

**NOTICE:** The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, Equal Credit Opportunity, Washington DC 20580.

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Initial and Date



**PERSONAL GUARANTY**

To induce P&K Stone, LLC. ("Seller") to grant or continue to extend credit, the undersigned Guarantor(s) hereby unconditionally and jointly guarantee the timely payment of any indebtedness of the Purchaser to the Seller, including any costs, expenses, interest, and attorneys' fees incurred as a consequence of the collection efforts of the Seller, whether currently existing or incurred in the future. The Guarantor(s) waive any notifications related to the credit agreement or this Guaranty. This Guaranty is absolute, unconditional, and will remain in effect until the Credit Account is terminated and all amounts owed are paid in full. The use of titles shall in no way be deemed to limit the personal guaranty, and any change in ownership interest or relationship of Guarantor(s) to the Purchaser shall not relieve the Guarantor of obligations under this personal guaranty. The Guarantor(s) acknowledge that if the Purchaser fails to make payments as agreed, the Seller may report the Guarantor(s)' liability and the status of amounts owed to credit bureaus and other authorized parties. The Guarantor(s) also understand that their personal credit may be considered in making credit decisions for the Purchaser, and the Seller, or its' assignees, may obtain consumer reports and other credit inquiries as needed in connection with the credit extension.

**GUARANTOR(S) SIGNATURE:**

Name Printed: \_\_\_\_\_

Name Printed: \_\_\_\_\_

Home Address: \_\_\_\_\_

Home Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

City: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

State: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

SSN: \_\_\_\_\_

SSN: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_

Bank Name: \_\_\_\_\_

Bank Name: \_\_\_\_\_

Bank Address: \_\_\_\_\_

Bank Address: \_\_\_\_\_

Bank Contact Name: \_\_\_\_\_

Bank Contact Name: \_\_\_\_\_

Bank Phone: \_\_\_\_\_

Bank Phone: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

\_\_\_\_\_  
Initial and Date



**CREDIT APPLICATION ADDITIONAL INFORMATION**

In addition to the completed Credit Application please provide the following information:

- Completed Project Information Sheet
- Signed and dated W-9
- Certificate of Liability Insurance
- Tax Resale/Exemption Certificate if Applicable

Please provide the contact information for your accounts payable department.

AP Contact: \_\_\_\_\_

AP Phone: \_\_\_\_\_

AP Email: \_\_\_\_\_

\_\_\_\_\_  
Initial and Date



### Job Information Sheet

|                       |           |  |
|-----------------------|-----------|--|
| <u>Customer Name:</u> | Date:     |  |
|                       | Job #:    |  |
|                       | Job Name: |  |
|                       | Location: |  |

|  |           |  |
|--|-----------|--|
| <u>Name, location, legal description of Job:</u> | Material: |  |
|--|-----------|--|

|  |   |
|--|---|
|  | <input type="checkbox"/> Bonded Job     |
|  | <input type="checkbox"/> Non-Bonded Job |
|  | <input type="checkbox"/> Taxable        |
|  | <input type="checkbox"/> Non Taxable    |

|                                    |          |  |
|------------------------------------|----------|--|
| <u>Sub-contractor Information:</u> | Phone:   |  |
|                                    | Contact: |  |
|                                    |          |  |
|                                    |          |  |

|  |          |  |
|--|----------|--|
| <u>General Contractor Information:</u> | Phone:   |  |
|  | Contact: |  |
|  |          |  |
|  |          |  |

|                           |          |  |
|---------------------------|----------|--|
| <u>Owner Information:</u> | Phone:   |  |
|                           | Contact: |  |
|                           |          |  |
|                           |          |  |

|                                  |          |  |
|----------------------------------|----------|--|
| <u>Bond Company Information:</u> | Bond#    |  |
|                                  | Phone:   |  |
|                                  | Contact: |  |
|                                  |          |  |

|                                  |                                      |
|----------------------------------|--------------------------------------|
| <u>Material to be picked up:</u> | <u>Estimated Amount of Material:</u> |
|                                  |                                      |
|                                  |                                      |
|                                  |                                      |
|                                  |                                      |