



ADDRESS: 6500 MEYER WAY, STE 130 MCKINNEY, TX 75070  
PHONE 214.239.4916 FAX 214.239.4805  
RETURN TO: ADMIN@PKSTONELLC.COM

**CREDIT APPLICATION FOR A BUSINESS ACCOUNT**

**BUSINESS CONTACT INFORMATION**

Company name:

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:

**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:

Address:

City:

State:

ZIP Code:

Phone:

Fax:

E-mail:

Type of account:

**SIGNATURES**

Name:

Title:

Signature:

Date:

Name:

Title:

Signature:

Date:

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



**FINANCIALS – Please submit your most recent audited financials, including auditor’s notes.** The financial statements to be provided to P&K Stone, LLC (P&K) shall include an operating statement, an income statement, and a balance sheet, as well as auditor’s notes. Purchaser represents that such financial statements are prepared in accordance with GAAP and shall be materially complete and correct. **All information will be held in strictest confidence.**

**TERMS AND CONDITIONS:**

**PURCHASER HEREBY AGREES THAT, UPON EXTENSION OF CREDIT BY P&K, ALL PURCHASES BY PURCHASER FROM P&K ARE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

**PAYMENT TERMS** OF ALL SALES ARE **NET 30** FROM DATE OF INVOICE. In the event customer’s account becomes delinquent or past due, P&K reserves the right to charge interest at a rate of 1.5% of total delinquent balance due, or the maximum percentage interest rate allowable by law.

1. The Purchaser shall comply with and satisfy all payment terms, conditions and charges of P&K, in connection with the sale of goods and/or services to the Purchaser (collectively the “Goods”).
2. The Purchaser shall promptly notify P&K, of any change of ownership of the Purchaser. The Purchaser shall promptly notify P&K, by letter, fax, or e-mail, of any address changes for invoices.
3. The Purchaser agrees to pay P&K for Goods provided by P&K at P&K’s designated prices. All invoices tendered by P&K will be deemed accurate and conclusive unless given written notice of any discrepancy within 7 days of receipt. All payments by Purchaser may be applied against open invoices at the sole discretion of P&K.
4. No terms or conditions of Purchasers’ purchase orders, which may be different from the terms of sale of P&K, will become part of any sales agreement, purchase order or other document(s) unless specifically approved in writing by P&K.
5. 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 P&K’s bank. If P&K’s bank should charge a fee as independent consideration for the additional work required, the fee shall be passed on by P&K 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.
6. In the event Purchaser’s account should be past due, P&K may engage a collection agency and/or attorneys to collect the account. In the event P&K engages a collection agency and/or attorneys to collect the account, Purchaser agrees that Purchaser will be solely liable to P&K for any and all fees charged by the collection agency and/or the attorneys, separate and apart from its liability for the account balance and accrued interest. Purchaser will also be solely liable to P&K for all repossession fees, court costs, and any other applicable costs incurred by P&K in attempting to collect on Purchaser’s account. All such fees and costs will be immediately due and payable to P&K. P&K and Purchaser agree that any fees or costs incurred in connection with the collection of Purchaser’s account, including, but not limited to, reasonable attorneys’ fees, collection agency fees, repossession fees, and court costs, that may be charged, are supported by independent consideration provided by P&K in the form of, among other things, the additional effort required for P&K to collect the payments due and the fees and costs advanced by P&K to a collection agency and/or attorneys. The parties agree that all such charges are not interest, are being charged independently of any interest charges or the extension of credit by P&K, and are not considered interest for purposes of determining usury.
7. 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 Tarrant County, and waives any right to trial by jury therein. Nothing herein shall affect the right of P&K to serve process in any other manner permitted by law or to commence legal proceedings or otherwise proceed against Purchaser in any other jurisdiction.
8. All credit matters shall be processed through the Credit Department of P&K located in McKinney, Texas.

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Initial and date

9. The extension by P&K of credit availability to the Purchaser and the amount and the terms of such credit availability are in the sole, absolute and exclusive discretion of P&K. P&K reserves the right to terminate the extension of credit availability to the Purchaser at any time with or without notice, and to change any of the terms and conditions thereof upon notice to the Purchaser.
10. Purchaser agrees to provide its financial statements to P&K on an annual basis or more frequently as P&K deems necessary. The financial statements to be provided to P&K shall include an operating statement, an income statement, and a balance sheet. Purchaser represents that such financial statements are prepared in accordance with GAAP and shall be materially complete and correct.
11. P&K warrants title to the Good(s) and, except as noted below with respect to items not of P&K's manufacture, also warrants the Good(s) on date of shipment to Purchaser, to be of the kind and quality described herein, merchantable, and free of defects in workmanship and material. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE – WHICH ARE SPECIFICALLY DISCLAIMED, AND CONSTITUTES THE ONLY WARRANTY OF P&K WITH RESPECT TO THE GOOD(S).
12. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL LIABILITY, IN THE AGGREGATE, OF P&K TO PURCHASER AND ANYONE CLAIMING BY OR THROUGH PURCHASER, FOR ANY AND ALL CLAIMS, LOSSES, COSTS, ATTORNEYS' FEES OR DAMAGES (OF ANY FORM, INCLUDING CONSEQUENTIAL DAMAGES), RESULTING FROM OR IN ANY WAY RELATED TO THE ACCOUNT OR THIS AGREEMENT FROM ANY CAUSE OR CAUSES SHALL NOT EXCEED THE TOTAL AMOUNTS PAID TO P&K FOR THE GOODS. IT IS INTENDED THAT THIS LIMITATION APPLY TO ANY AND ALL LIABILITY OR CAUSE OF ACTION HOWEVER ALLEGED OR ARISING, UNLESS OTHERWISE PROHIBITED BY LAW.
13. Purchaser and P&K further agree that if the terms of this agreement conflict with the terms of any other written agreement signed by both Purchaser and P&K, the terms of the other agreement will control.

**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.

**The Purchaser hereby certifies that all information contained in the Credit Application and Account Agreement is true and correct.** The Purchaser understands that the submittal of this Application does not constitute a credit account until approved by P&K. **Purchaser approves P&K to request credit references from trades, banks, and to pull credit reports from agencies for review and consideration in establishing open account.**

The undersigned individual, who is either a principal of the Purchaser or a sole proprietor, recognizing that his or her individual the company's credit history may be a factor in the evaluation of the credit history of the Purchaser, **hereby consents to and authorizes the use of a consumer credit report on the undersigned business by P&K, from time to time as may be needed, in the credit evaluation and continued updating process. The Purchaser and the undersigned individual agree to provide P&K with an updated credit application every year as a condition for the continued extension of credit by P&K.**

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Initial and date



**PERSONAL GUARANTY**

In consideration of P&K extending credit to Purchaser, the undersigned individually, jointly and severally does hereby personally and unconditionally guarantee to P&K the payment of any and all indebtedness of the Purchaser, including any and all costs of collection, including collection agency fees and reasonable attorney's fees. The undersigned waives notice of acceptance of this guarantee by P&K and notice of default or of non-payment on any of the liabilities. The use of any titles shall in no way be deemed to limit the personal guaranty. Any change in ownership interest or relationship of Guarantor to Purchaser shall not relieve Guarantor of obligations under this personal guarantee. This Guarantee shall be a continuing guarantee and shall remain in effect subject to discontinuance as to any of the undersigned only upon actual receipt by P&K of 30 days written notice from undersigned, provided no such notice of discontinuance shall impair or effect any of the agreements or obligations incurred with respect to any and all liabilities existing prior to the time of such actual receipt by P&K of such discontinuance notice. Guarantor agrees by signing this Guaranty Agreement to authorize P&K and its agents to investigate his business and personal credit history.

**GUARANTOR SIGNATURE:**

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

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

Mailing Address: \_\_\_\_\_

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

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

\_\_\_\_\_  
Initial and date



**CREDIT APPLICATION ADDITIONAL INFORMATION**

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

- 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: \_\_\_\_\_