

CHEMUNG
CONTRACTING
CORPORATION
A Dalrymple Company



CEDAR
MOUNTAIN
STONE
A Dalrymple Company

CREDIT APPLICATION & PERSONAL GUARANTY

P.O. Box 12, 10496 Quarry Dr.

Mitchells, VA 22729

Phone (540) 829.7203 Fax (540) 829.5593

Company Name _____ Telephone No. _____

Mailing Address _____ Fax No. _____

Street Address _____ Type of Business _____

City, State, Zip _____ Check One : Owner Partnership Corporation Government Agency

Federal ID Number _____ Social Security Number _____ Taxable Non-Taxable (Attach Exempt Form)

Email Address: _____

If Individual Proprietor, please list spouse's name. If Partnership or Corporation, please list names and address of officers or partners:

Name _____ Name _____

Title _____ Title _____

Social Security # _____ Social Security # _____

Address _____ Address _____

Is this credit application for a specific job? No Yes Owner of Job _____ Is Job Bonded No Yes

Name of Bonding Company _____ Address _____

Telephone No. _____ Contact Person _____ Bond # _____

Email Address: _____

BANK REFERENCES:

Name _____ Name _____

Checking # _____ Loan # _____ Checking # _____ Loan # _____

Address _____ Address _____

City, State, Zip _____ City, State, Zip _____

Telephone No. _____ Person to Contact _____ Telephone No. _____ Person to Contact _____

Email Address _____ Email Address _____

BUSINESS REFERENCES:

Name _____ Name _____

Address _____ Address _____

City, State _____ Zip _____ City, State _____ Zip _____

Telephone No. _____ Fax No. _____ Telephone No. _____ Fax No. _____

Email Address: _____ Email Address: _____

Name _____ Name _____

Address _____ Address _____

City, State _____ Zip _____ City, State _____ Zip _____

Telephone No. _____ Fax No. _____ Telephone No. _____ Fax No. _____

Email Address: _____ Email Address: _____

The terms on the second page of this credit application govern all sales of goods and services by Cedar Mountain Stone and/or Chemung Contracting Corporation ("Seller") to the Purchaser identified below. This Agreement shall govern all subsequent sales, accounts, purchases, or contracts between the parties, and shall override any conflicting provision in any contract or purchase order subsequently executed.

Purchaser _____

Date _____

By _____

Title _____

In consideration of Seller's extension of credit, the undersigned personally guarantees payment of all present and future obligations of Purchaser, and such liability shall not be released by Seller's extension of credit terms, time of payment, or increase in credit limits. Seller may proceed against guarantor alone and is not obligated to first attempt collection from purchaser.

Guarantor _____

Guarantor _____

Print Name _____

Print Name _____

Terms of Sale Payment Terms

1. All invoices are due and payable thirty (30) days from the invoice date.
2. Any invoice not paid when due will bear interest at the rate of one and one-half percent (1½%) per month, with an effective annual rate of eighteen percent (18%).
3. All accounts with invoices more than sixty (60) days old will be denied credit privileges until the balance has been paid, including interest and attorneys' fees, if applicable.
4. In the event that Seller retains an attorney to collect any amount not paid when due, the undersigned agrees to pay attorneys' fees and court costs, even if the suit is not instituted.
5. A twenty-five-dollar (\$25.00) fee will be charged on all return checks.
6. Payments made by credit card will be subject to a three percent (3%) processing fee.
7. All invoices are deemed accepted unless written protest is received within ten (10) days of receipt of the invoice.
8. All payments are unconditional, and are not dependent upon receipt by Purchaser of funds from third parties, including owners, lenders or general contractors.

Performance Terms

9. The amount of credit to be extended by the Seller shall be in Seller's sole discretion, and Seller may increase or decrease the amount of such credit.
10. Purchaser authorizes Seller to contact references listed on this credit application and to conduct credit checks.
11. It shall be a requirement of any FOB purchase that the Purchaser's representative provide adequate information to Seller as to the project or Location where such materials are being furnished. The seller reserves the right to refuse delivery in the absence of such information. If Purchaser fails to provide such information, Seller is authorized to make such allocation between projects as it deems appropriate in its sole discretion, which shall be binding upon the Purchaser.
12. Seller may request additional financial information, including financial statements from Purchaser or Guarantors at any time as a condition precedent to further sales.
13. Material supplied by Seller is warranted to comply with applicable VDOT specifications. The seller is not bound by any other contracts, general conditions or specifications unless agreed in writing by Seller.
14. In the event that any product furnished by Seller is deemed defective, Seller's liability to Purchaser shall be limited to providing conforming replacement material at no cost to the Purchaser. In no event will Seller be liable for any delay damages or consequential damages.

General Terms

15. These terms may not be modified except by written instrument signed by a duly authorized corporate officer. No terms of any purchase order or other agreement issued by Purchaser shall be deemed to modify, waive, or change any provision of this Agreement, and in the event of a conflict, this Agreement shall govern over any other purchase order or other agreement between the parties.
16. These Terms of Sale shall apply fully to all guarantors.