

STONE TRUSS LLC
507 Jones Road, Oceanside, CA 92058 • (760) 967-6171
APPLICATION FOR CREDIT AND CONTINUING GUARANTY

By signing below, the applicant applies for an open-account credit line and agrees that all purchases are governed by Seller's Terms and Conditions of Sale, which are incorporated into this application and into every order as stated in Section 4. Please complete every field; missing information will delay processing.

1. APPLICANT INFORMATION

Legal Name of Applicant: _____

Also Known As / DBA: _____

Entity Type: ☐ Corporation ☐ LLC ☐ Partnership ☐ Sole Proprietor ☐ Other: _____

State of Formation: _____ Years in Business: _____ Federal Tax ID: _____

Contractor License No.: _____ Expiration: _____ Classification: _____

Street Address: _____

City: _____ State: _____ Zip: _____ Phone: _____

Billing Address (if different): _____

Email for Invoices / Statements: _____

Accounts Payable Contact: _____ Phone: _____

Sales Tax Status: ☐ Taxable ☐ Tax Exempt (valid resale certificate must be on file)

Requires written P.O. before purchase? ☐ No ☐ Yes

Credit Limit Requested: \$ _____ Estimated Monthly Purchases: \$ _____

Owners / Principals (list all with 20% or greater interest):

Name: _____ Title: _____ Home Address: _____

Name: _____ Title: _____ Home Address: _____

2. CREDIT REFERENCES

Material Trade References (provide at least three):

1. Name: _____ Phone: _____ Account No.: _____

2. Name: _____ Phone: _____ Account No.: _____

3. Name: _____ Phone: _____ Account No.: _____

Bank: _____ Contact / Phone: _____ Account No.: _____

3. SUMMARY OF KEY ACCOUNT TERMS

These key terms are summarized here for the applicant's attention. They do not replace the full Terms and Conditions of Sale incorporated under Section 4; in the event of a conflict, the full Terms control.

a. Payment is due in full on the 10th day of the month following the date of purchase (net 10th prox.).

- b. A **FINANCE CHARGE** of 1.50% per month (an annual rate of 18%), or the maximum rate permitted by applicable law if less, will be added to any balance not paid when due. This charge is a time-price differential on a credit sale of goods, not interest on a loan.
- c. Acceptable payment methods are cash, check, money order, cashier's check, and construction voucher. Card payments, where accepted, may be subject to a surcharge as disclosed at the point of sale.
- d. Applicant will pay all costs of collection of past-due amounts, including reasonable attorneys' fees and collection-agency fees, to the extent permitted by law.
- e. Seller may condition, reduce, suspend, or revoke credit at any time in its sole discretion.

4. TERMS AND CONDITIONS OF SALE (INCORPORATED BY REFERENCE)

Applicant acknowledges that Seller's complete Terms and Conditions of Sale (the "Terms") are published at **www.StoneTruss.com/terms** and are **expressly incorporated into this application and into each and every order, invoice, quotation, delivery ticket, and sale** between Seller and Applicant, whether placed in person, by telephone, by written or electronic purchase order, or by any other means, with the same force as if fully set forth herein.

Applicant certifies that it has been given the opportunity to read the Terms before signing, has read and understood them, and agrees to be bound by them. **The version of the Terms in effect on the date each order is placed governs that order.** Seller may amend the Terms from time to time by posting a revised version; any amendment applies only prospectively to orders placed after the revised version is posted and does not alter the Terms governing orders already placed. Seller will make prior versions available on request.

If Applicant does not have internet access, Seller will provide a printed copy of the current Terms on request at no charge. Applicant's placement of any order after the date of this application constitutes acceptance of the Terms then in effect.

5. AUTHORIZATION AND CERTIFICATION

Applicant certifies that the information in this application is true and complete and is given to induce Seller to extend credit. Applicant authorizes Seller to verify this information and to obtain credit reports and information from the references, banks, and credit-reporting agencies listed above or otherwise identified, now and on an ongoing basis while any balance is owed. The person signing below represents that he or she is authorized to bind Applicant. Each individual who provides a Social Security number, driver's license number, or date of birth on this application or the Guaranty below does so voluntarily and authorizes Seller to use that information to verify identity, to obtain consumer credit reports, and to enforce this application and any guaranty. Seller will maintain that information using reasonable security procedures and practices appropriate to its nature, as required by California Civil Code section 1798.81.5, will not sell it, and will disclose it only as permitted by law or as reasonably necessary to service, enforce, or collect the account.

Applicant (Company) Name: _____

Authorized Signature: _____

Print Name: _____ Title: _____ Date: _____

CONTINUING PERSONAL GUARANTY

Completion of this Guaranty is required as a condition of credit. Each person signing as Guarantor signs individually, not on behalf of the Applicant.

1. **Guaranty.** In consideration of Seller's extension of credit to Applicant, each undersigned Guarantor, jointly and severally, unconditionally and absolutely guarantees to Seller the full and prompt payment when due of all indebtedness now or hereafter owed by Applicant to Seller, including all purchases, finance charges, late charges, returned-item fees, and all costs of collection and reasonable attorneys' fees. This is a guaranty of payment and performance, not merely of collection.
2. **Continuing and Unlimited.** This Guaranty is continuing, covers indebtedness incurred before and after its date, and remains in effect until revoked in writing delivered to Seller by certified mail. Revocation applies only to indebtedness arising from orders placed after Seller's actual receipt of the revocation and does not release the Guarantor as to indebtedness already incurred.
3. **Direct Liability; No Duty to Proceed First.** Guarantor's liability is direct and immediate. Seller need not first proceed against Applicant, any collateral, or any other guarantor, and need not give notice of default, before enforcing this Guaranty against Guarantor.
4. **Consent to Changes.** Seller may, without notice to or further consent from Guarantor and without affecting this Guaranty, change the credit limit or terms, grant extensions or renewals, accept partial payments, release or modify any security or any other guarantor, and otherwise deal with Applicant as Seller sees fit.
5. **Waiver of Defenses.** Guarantor waives all rights and defenses available to a surety or guarantor under California Civil Code sections 2787 through 2856 and any similar law, including any right to require Seller to proceed against Applicant or pursue any other remedy, any defense based on Seller's election of remedies, and all rights and defenses arising out of California Code of Civil Procedure sections 580a, 580b, 580d, and 726. Guarantor waives presentment, demand, protest, and notice of every kind, including notice of the creation of indebtedness, of nonpayment, and of acceptance of this Guaranty. This waiver is made knowingly, after opportunity to consult counsel, and is a material inducement to Seller. Until all indebtedness of Applicant to Seller has been paid in full, Guarantor also waives and subordinates to Seller every right of subrogation, reimbursement, indemnity, or contribution against Applicant or any other guarantor, and any right to participate in or enforce any security held by Seller.
6. **Reinstatement.** If any payment by Applicant is later avoided or must be returned (for example, in bankruptcy), Guarantor's obligation for that amount is reinstated.
7. **Costs.** Guarantor will pay Seller's reasonable attorneys' fees and costs incurred in enforcing this Guaranty. Governing law and venue are as stated in the Terms.
8. **Credit Reports; Verification.** Guarantor authorizes Seller, now and on an ongoing basis while any indebtedness of Applicant remains outstanding, to obtain consumer credit reports on Guarantor individually and to verify the information Guarantor has provided, in connection with the extension, review, renewal, or collection of credit to Applicant. Guarantor certifies that the information Guarantor has provided is true and complete and is given to induce Seller to extend credit to Applicant.

Guarantor 1

Signature: _____

Print Name: _____ Date: _____

Home Address: _____

Driver's License No. / State: _____ Date of Birth: _____

Social Security No.: _____

Guarantor 2

Signature: _____

Print Name: _____ Date: _____

Home Address: _____

Driver's License No. / State: _____ Date of Birth: _____

Social Security No.: _____

6. AUTHORIZED CHARGE SIGNERS

The following individuals are authorized to charge and sign for materials on this account until Seller receives written notice of a change:

1. _____ 2. _____

3. _____ 4. _____