

GRANITEVILLE MATERIALS LLC

49 North Main Street • Westford, MA 01886
(978) 692-3532

DShields@granitevillematerials.com

Business Name: _____ Date: _____

Street Address: _____

City/Town: _____ State: _____ Zip: _____

Tel (____) _____ Fax (____) _____ E-Mail: _____

Owner/Officer: _____ FID #: _____

Type of Business: _____ Monthly Credit Requested? _____

Corporation _____ Partnership _____ Proprietorship _____ LLC _____

Incorporated: Year _____ State _____ Date Business Started: _____

Sales Tax: () Non-Exempt () Exempt (Please attach certificate.)

TRADE REFERENCES (list 3 references)

Company Name	Address	Phone / Fax	Contact Name / Email Address

BANK REFERENCES

Name	Account #	Phone	Fax

In consideration of Graniteville Materials extending credit to me, I agree to the terms listed on the reverse side of this credit application.

Signature

Date

Printed Name

Witness

TERMS OF THE AGREEMENT

PLEASE READ BELOW THE TERMS AND CONDITIONS OF CREDIT. DO NOT HESITATE TO ASK US ABOUT THEM IF YOU SHOULD HAVE ANY QUESTIONS.

1. The terms of sale are net thirty (30) days from the invoice date. All accounts will be considered past due on the thirty-first (31st) day.
2. In the event of default of the foregoing paragraph, the undersigned (Buyer) agrees to pay the maximum legal rate of interest or service charge, not to exceed 2% per month (24% annually) on all unpaid and delinquent accounts, together with all reasonable attorney's fees for the collection and enforcement of all delinquent accounts, together with all related costs.
3. The undersigned hereby authorizes Graniteville Materials (Seller) to make an investigative consumer report and credit check for the purpose of extending credit and understand that, upon reasonable request, within a reasonable period of time, may receive additional information about the nature and scope of this investigative report.
4. The undersigned hereby unconditionally guarantees payment of all amounts that shall be owing, whether said indebtedness is in the form of notes, bills or open account.
5. This shall be an open and continuing guarantee and shall continue in force, notwithstanding any change in the form of such indebtedness or renewals or extensions granted by Graniteville Materials, without obtaining any consent thereto and until expressly revoked by registered mail, return receipt requested from the undersigned to Graniteville Materials and any such revocation shall not in any manner affect the liability of the indebtedness contracted prior thereto.
6. Notice of indebtedness and/or default of payment are hereby waived. The incorporation, merger, reorganization or sale of the undersigned's business shall not operate as a termination of this guarantee.
7. The parties agree that the Seller may, at its sole discretion, bring any action arising under the terms of this contract in any court within the Commonwealth of Massachusetts, located in any judicial district the Seller selects. The Buyer and Seller hereby agree that the venue will be proper as selected by the Seller.

If the Buyer purchases from or delivers goods to a branch of the Seller located outside of Massachusetts or if goods are delivered to the Buyer outside of Massachusetts and a dispute arises, the Seller retains the right, at its' sold discretion, to bring an action in any court located within the Commonwealth of Massachusetts or, in the alternative, any court of appropriate jurisdiction in the state where the goods are supplied or the Seller is located.

This agreement and rights of the parties hereunder shall be governed by the laws of the state in which any action is commenced.

8. If any provisions of this agreement are found to be void, illegal or otherwise unenforceable, the remainder of this agreement shall not be affected thereby and shall remain fully enforceable.
9. This agreement is binding upon the undersigned, its administrators, executors and assigns.
10. The guarantee shall be a continuing, absolute and unconditional guarantee and shall be enforceable by Graniteville Materials, its successors and assigns.