CREDIT APPLICATION

MICHIGAN MATERIALS AGGREGATE CO.,
STONECO OF MICHIGAN
(734) 587-2601 or (734) 241-8966

COMPLETE AND RETURN TO:
Credit Department, 15203 S. Telegraph Road Monroe, Michigan 48161
credit@stoneco.net or Fax (734) 725-0010

Company Name: _____

Billing Address: _____
CITY STATE ZIP

Physical Address: _____
CITY STATE ZIP

Telephone (___) _____ Fax (___) _____ Cell (___) _____

Check One: ☐ LLC ☐ Corporation ☐ Partnership ☐ Individual Owner

Individual Name: _____ Soc. Sec. #: _____
LAST FIRST MIDDLE

Years in Business_____ If incorporated or LLC, in what state(s) _____ Federal ID #_____

Our location(s) you wish to purchase from: _____ Approximate monthly credit requirements: $_____

☐ Taxable ☐ Non-Taxable **NOTE: IF ALL MATERIALS PURCHASED ARE NON-TAXABLE, A SIGNED TAX EXEMPTION FORM MUST ACCOMPANY THIS APPLICATION.**

Email Addresses — Please provide e-mail addresses for any of the following items that you would like to receive from us.

Invoices: _____ _____ _____
Effective January 1, 2015 there will be a $5.00 surcharge, per invoice, to mail invoices but not for email or by fax !

Newsletters: _____ _____ _____

Hours of operation:_____ _____ _____

BUSINESS REFERENCES

NAME	NAME	NAME
ADDRESS	ADDRESS	ADDRESS
CITY, STATE, ZIP	CITY, STATE, ZIP	CITY, STATE, ZIP
PHONE NUMBER (REQUIRED)	PHONE NUMBER (REQUIRED)	PHONE NUMBER (REQUIRED)
FAX NUMBER (REQUIRED)	FAX NUMBER (REQUIRED)	FAX NUMBER (REQUIRED)

BANK REFERENCES

NAME	NAME
ADDRESS	ADDRESS
CITY, STATE, ZIP	CITY, STATE, ZIP
AREA CODE AND PHONE ACCOUNT NUMBER	AREA CODE AND PHONE ACCOUNT NUMBER

PRINCIPALS / OWNERS / SHAREHOLDERS / OFFICERS

NAME	NAME	NAME
TITLE	TITLE	TITLE
EMAIL ADDRESS	EMAIL ADDRESS	EMAIL ADDRESS
HOME ADDRESS	HOME ADDRESS	HOME ADDRESS
CITY, STATE, ZIP	CITY, STATE, ZIP	CITY, STATE, ZIP
AREA CODE AND PHONE	AREA CODE AND PHONE	AREA CODE AND PHONE

TERMS are net thirty (30) days and are enforced in accordance with those stated on each invoice. Discount terms, if applicable, are strictly enforced. Additional Fuel and Energy Surcharges may apply. All information on this document is kept strictly confidential.

THE PRICE CHARGED FOR EACH SALE IS TIME SENSITIVE BASED UPON THE DATE OF EACH SALE AND THE DATE OF PAYMENT OF THE INVOICE FOR SUCH SALE. I, THE UNDERSIGNED, HEREBY AGREE TO THE EXTENT THAT THE BUYER FAILS AND/OR REFUSES TO MAKE PAYMENT TO THE SELLER WITHIN (30) DAYS FROM THE DATE OF INVOICING, A TIME PRICE DIFFERENTIAL OF ONE AND ONE HALF PERCENT (1.5%) PER MONTH WILL BE ASSESSED AND THE PRICE OF THE UNPAID INVOICE WILL BE INCREASED BY THIS 1.5% TIME PRICE DIFFERENTIAL MONTHLY UNTIL THE INVOICE IS PAID IN FULL. FAILURE TO TIMELY PAY WILL RESULT IN SELLER ADDING ALL FEES, COSTS AND EXPENSES RESULTING FROM THE FAILURE TO PAY THE INVOICE AND SELLER SHALL BE ENTITLED TO RECOVER ALL SUCH FEES, COSTS, RECORDING COSTS, ATTORNEY FEES AND OTHER EXPENSES INCURRED IN ORDER FOR SELLER TO COLLECT ALL MONIES IT IS OWED, INCLUDING BUT NOT LIMITED TO, PREPARING NOTICES OF FURNISHING, NOTICES OF CLAIM, BOND CLAIM FORMS OR APPLICATIONS, PREPARING AND RECORDING LIENS, DISCHARGES OF LIENS OR CLAIMS OR ANY OTHER DOCUMENT NECESSARY TO COLLECT MONEY OWED BY THE CUSTOM

FORTY-FIVE (45) DAY ACCOUNTS WILL AUTOMATICALLY BECOME C.O.D.

The current and all future transactions, sales or services provided by Seller to Customer shall be governed by this Application and not any other form, order, request or document unless clearly and expressly consented to in writing and signed by an authorized representative of Seller.

Customer shall notify Seller within 15 days of any Change in Ownership of the Customer or of any adverse changes in the Customer's financial condition. No change in ownership shall alter or reduce the liability of any personal guaranty.

Customer agrees that for this transaction and as to any future transactions between the parties, 1) the Customer consents to exclusive jurisdiction for any litigation, claim or dispute to the courts located in the State of Michigan; 2) Michigan law shall apply to any litigation, claim or dispute between the Seller and the Customer; and 3) any litigation, claim or dispute over the goods or services provided by Seller to the Customer shall be brought in the Circuit Court for the County of Monroe, State of Michigan; the District Court for the First District for the State of Michigan or the U.S. District Court for the Eastern District of Michigan.

I, the undersigned individually or on behalf of the company, hereby agree that in the event of a default in any payment, and if this account is placed in the hands of an agency or attorney for collection or legal action, I shall pay the cost of collection including agency / attorney fees and court costs. I, the undersigned, warrant he/she is authorized and empowered to bind the Customer to the terms and conditions of this Application.

I also understand that nothing herein requires Seller to furnish credit in any amount and Seller may, in its sole and absolute discretion, terminate or imit the credit privileges of Customer at any time without prior notice.

I give permission to Michigan Materials & Aggregate Co., Stoneco of Michigan and/or their agents, to verify all information supplied in this application and to verify credit history for purposes of establishing credit limits and collections. I also agree that the above listed companies shall retain the right to deny credit and to close this account whenever they deem such action to be necessary. The person signing this Application has read and understands the terms and conditions contained in this Application.

[Signature(s) contained on next page]

Electronic signatures are permitted, enforceable and binding upon the Customer/Applicant. I certify that I have read this Application, understand its terms and conditions, and that the information submitted on this Credit Application is true and accurate to the best of my knowledge on behalf of the Customer/Applicant.

Individual or Company Name: _____ Date: _____

Signature _____ Title: _____

*** * The Personal Guaranty must be signed or your credit may not be approved. * ***

PERSONAL GUARANTY

In order to induce Michigan Materials & Aggregate Co. and Stoneco of Michigan to extend credit or to continue the extension of credit to Customer and its affiliates, the Undersigned Guarantor(s) do hereby absolutely and unconditionally guarantee, jointly and severally, the prompt and timely payment of any and all indebtedness of the Customer and its affiliates now existing or hereafter existing or hereafter incurred without requiring Michigan Materials & Aggregate Co and/or Stoneco of Michigan to first proceed with collection proceedings against the Customer and/or its affiliates. The undersigned Guarantor(s) waive any notices regarding the governing credit agreement of this Guaranty. This Guaranty applies to the current transaction between the Seller and Customer and any future transactions between them shall be in effect until extension of credit to the Customer and/or its affiliates has been terminated and all amounts due therefrom have been fully paid. Guarantor(s) agree(s) that if the amount owed by Customer and/or its affiliates are not paid as agreed, Michigan Materials & Aggregate Co. and Stoneco of Michigan may report Guarantor(s) liability for and the status of the amounts due to Credit Bureaus and others who may lawfully receive such information. Guarantor(s) also understand(s) and agree(s) that Guarantor's personal credit may be used in making credit decisions on extension of credit to Applicant and its Affiliates and consumer reports and other inquiries regarding Guarantor(s) credit may be obtained from time to time by Michigan Materials & Aggregate Co. and/or Stoneco of Michigan or any assignee in connection with the extension of credit hereunder. Guarantor(s) agree(s) that Michigan law applies to this Guaranty; that any disputes involving this Guaranty shall be brought in the Circuit Court for the County of Monroe, State of Michigan; the District Court for the First District for the State of Michigan or the U.S. District Court for the Eastern District of Michigan The Guarantor(s) has read and understand(s) the terms and conditions contained in the Application and in this Personal Guaranty. This Guaranty shall not terminate with the change of ownership of the Customer. If the Guarantor(s) elects to terminate or discontinue this Guaranty for any reason, the Guarantor(s) musts submit written notice of the Guarantor(s) intent to terminate or discontinue this guaranty and the termination or discontinuance shall not be effective until 14 days after the receipt of the written notice by Seller and the termination or discontinuance shall remain in full force and effect for sales, deliveries or services occurring through the 14 day expiration period. **Electronic signature(s) is (are) permitted and is (are) binding and enforceable against the Guarantor(s).**

_____
Signature

_____
Print Name

_____
Signature

_____
Print Name

MICHIGAN SALES AND USE TAX CERTIFICATE OF EXEMPTION

This certificate is invalid unless all four sections are completed by the purchaser.

Section 1: Check one of the following:

☐ One time purchase ☐ Blanket certificate*

The purchaser hereby claims exemption on the purchase of tangible personal property and selected services made under this certificate from:

_____
(Vendor's Name)

and certifies that this claim is based upon the purchaser's proposed use of the items or services, or the status of th purchaser:

Section 2: Items covered by this certificate:

☐ All items purchased
☐ Limited to the following items: _____

Section 3: Basis for exemption claim:

Resale

☐ At Retail - Sales Tax Registration Number: _____
☐ At Wholesale - No Number Required
☐ Agricultural Production: (Descnbe) _____
☐ Industrial Processing

Non-Profit Organizations

☐ Government Entity, Nonprofit School, Nonprofit Hospital, and Church

(Circle type of organization)

☐ Internal Revenue Code Section 501(C)(3) and 501 (C)(4) Organizations
☐ Exempt letter from the State of Michigan
☐ Other (explain): _____

Section 4: Certification:

In the event this claim is disallowed, the purchaser promises to reimburse the seller for the amount of tax involved.

Purchaser _____ Street Address _____

Area Code / Telephone No. _____ City _____ State _____ Zip Code _____

Signature and Title _____ Date Signed _____

Name (Print or Type) _____

*A blanket certificate is valid for three years from date of signature unless an earlier expiration date is listed below:

Expiration date, if less than three years: _____

STONECO

Tel: (734) 241-8966
Fax: (734) 241-3636

15203 South Telegraph Road
Monroe, Michigan 48161
www.stoneco.net

November 3, 2014

Dear Customer,

Stoneco of Michigan now has the ability to transmit invoices electronically to our customers. Beginning January 5th 2015, you will have the option to receive your invoices either by email, by fax, or you can continue to receive paper invoices. There will be a surcharge of $5.00 for each paper invoice.

There are several reasons for this transition.

- Electronic invoicing is common to many industries today. Stoneco of Michigan believes that keeping up with technology is important.
- Electronic invoicing saves paper. As stewards of our natural resources, we feel that it is important to conserve in practical and manageable ways.

Please indicate below which method of delivery you will use.

◉ Email ○ Fax ○ Paper ($5.00 surcharge per invoice will be added)

Email addresses / Fax Numbers that should receive your electronic invoice

1_____ 2_____

Please return this form to us either by email to credit@stoneco.net or fax at (734) 241-3636

If you have any worries about this transition, would like help getting set up to receive your invoices electronically, or just have questions, please contact our office (734) 241-8966 and we'll be glad to assist you.

Customer Name:_____ Contact:_____

Email Completed Application