



AS COLORFUL  
AS THE OLD  
SOUTHWEST<sup>SM</sup>

**CREDIT APPLICATION**

22040 North 21st Avenue  
Phoenix, AZ 85027  
(623) 581-7625  
Fax (623) 780-0544

To obtain credit from creditor, customer agrees to creditor's usual terms and conditions as promulgated and amended by creditor from time to time. Customer represents and states the following and authorizes release of any information pertaining to customer's financial condition from any third parties which may verify same.

"CREDITOR" is Apache Stone Company, LLC

"CUSTOMER" is: \_\_\_\_\_ Telephone#: \_\_\_\_\_  
Business Name

Address: \_\_\_\_\_ Fax#: \_\_\_\_\_

\_\_\_\_\_ Tax Exempt#: \_\_\_\_\_

Sole Proprietor       Partnership       Corporation

Owner's Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Partner's Name: \_\_\_\_\_ Fax#: \_\_\_\_\_

Corporate Name: \_\_\_\_\_

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

\_\_\_\_\_

State of Incorporation: \_\_\_\_\_

President: \_\_\_\_\_

Vice President: \_\_\_\_\_

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

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

**Public or Private Bonds:**

If a bond is involved on purchases from Apache Stone, we must be listed as a supplier and we must receive a copy of said bond.

Please initial: \_\_\_\_\_

**NOTE:** Arizona and Nevada are a community property state and has a specific statute that requires the signature of both husband and wife on any guaranty in order to allow us to pursue collection from the community property. We have found that in most cases the vast bulk of assets of an individual who is married are held as community property and accordingly, we need the signature of both husband and wife in order to have legal rights to pursue these assets.

Customer agrees to our terms of Net 30 days and to pay service charge of 1.5% per month from the due date of each invoice to day of payment. In the event customer's account is placed for collection, customer agrees to pay any and all attorney fees and charges for collection. Customer agrees that any dealings between the parties shall be governed by and interpreted in accordance with the law of the **State of Arizona and Nevada** and customer further agrees per creditor's option to the jurisdiction of the courts of **Maricopa County, Arizona or Clark County, Nevada**, state or federal, to determine any controversy arising in their dealings.

**Personal Guarantee:** In consideration of creditor extending credit to customer, the undersigned personally and individually guarantee unconditionally full and prompt payment of past, present and future obligations and terms due creditor from customer hereby waiving notice of acceptance of this guarantee, notice of sale of goods and/or labor provided customer by creditor and notice of default or change or extension of credit terms. The undersigned consent to any extension of time for payment and assert that this is a continuing guarantee of payment to creditor until revoked in writing.

**Trade Names And Other Business Information**

(Please complete below)

Business Bank Account & Reference: \_\_\_\_\_

Address of Bank: \_\_\_\_\_

Total Employees: \_\_\_\_\_ Year Business Started: \_\_\_\_\_

Sales Contact: \_\_\_\_\_ Collections Contact: \_\_\_\_\_

Nature of Business: \_\_\_\_\_

Building Stone:  Crushed Stone:

Business Trade Names: \_\_\_\_\_

\_\_\_\_\_

Other Business Address: \_\_\_\_\_

\_\_\_\_\_ *If additional address - Attach listings*

**Business References**

| Name    | Address | Telephone/Fax #s |
|---------|---------|------------------|
| 1 _____ | _____   | _____            |
| 2 _____ | _____   | _____            |
| 3 _____ | _____   | _____            |
| 4 _____ | _____   | _____            |
| 5 _____ | _____   | _____            |

Important: Attach current financial statement of customer

**List Secured Creditors:**

| Creditor | Address | Collateral |
|----------|---------|------------|
| _____    | _____   | _____      |
| _____    | _____   | _____      |
| _____    | _____   | _____      |

**All Partners Or Officers Of Customer Should Sign And Be Bound Personally:**

\_\_\_\_\_  
Signature Date Print Name

\_\_\_\_\_  
Signature Date Print Name

# Apache Stone, LLC Terms And Conditions

1. Our terms are net 30 days. All established credit accounts are due and payable within 30 days from the date of purchase. Customers without established credit pay cash on delivery. Past due accounts are subject to a finance charge of 1-1/2% per month, together with collection costs and attorneys' fees. Any accounts over 60 days may be denied further credit purchases. Customer agrees to jurisdiction, and venue, at the Circuit Court of Maricopa County, Arizona or Clark County, Nevada, at the option of Apache Stone, for any action to collect any delinquent balance due.
2. RETURNED MATERIAL accepted for credit will be subject to a **25% RESTOCKING CHARGE; NO RETURNS will be accepted AFTER 45 DAYS**. We only give credit for MERCHANDISE RECEIVED AND VERIFIED IN A RESALABLE state. CARTAGE WILL BE CHARGED for any material PICKED UP by our trucks. **NO RETURNS ON PARTIAL BOXES, OR SPECIAL ORDER MATERIAL. NO RETURNS ON CUT STONE.** (Hearth, Mantels, etc.)
3. NO ALLOWANCE will be given after installation and OUR RESPONSIBILITY WILL NOT EXCEED OUR SELLING PRICE of merchandise to the Customer.
4. Sales tax will be charged on all items unless an exempt certificate is on file in our office.
5. SQ. FT. per TON yields are averaged out to the best of our ability; there will be some VARIATIONS for which we cannot be responsible.
6. Delivery: ALL ITEMS ARE PRICED F.O.B. quarry and include loading on Customer's vehicle. ALL DELIVERY COSTS ARE EXTRA and will be charged according to the quoted rate. There is NO such thing as FREE DELIVERY. Delivery dates are good faith estimates. Apache Stone shall not be responsible for delay in delivery or failure to fill orders or other default or damage where such has been caused by an act of God, war, major disaster, terrorism, third-party criminal acts, insurrection, riot, flood, earthquake, fire, strike, lockout or other labor disturbance, delay by carriers, shortage of fuel, power, materials or supplies, laws or rulings of any court or government, act of civil or military authority, demand for goods exceeding Apache Stone's available supply, act or omission of Customer, insolvency or other inability to perform by the supplier or manufacturer, or any other cause beyond Apache Stone's control.
7. All shortages, damages, or exceptions of any kind must be noted upon delivery. Any damage to material picked up on Customer's own truck, must be reported upon pickup of material; Apache Stone will not be responsible for any damages incurred after material leaves quarry. Customer shall assume the risk of any loss or damage resulting from theft, vandalism, or from any other cause, to materials delivered.
8. Any material normally delivered as a dump load will have an additional non-refundable crating charge applied if delivered in crates.
9. Price quotes will be honored only when given by Apache Stone sales personnel.
10. Prices are subject to change without notice.
11. We are not responsible for late charges, mason delay costs, or any costs related to contracting. APACHE STONE IS ONLY LIABLE FOR THE AMOUNT OF STONE WE FURNISH, nothing more.

DISCLAIMER OF WARRANTIES. APACHE STONE MAKES NO EXPRESS OR IMPLIED WARRANTIES, AND SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

LIMITATION OF LIABILITY: APACHE STONE SHALL NOT BE LIABLE TO CUSTOMER, OR TO ANYONE CLAIMING UNDER CUSTOMER, FOR ANY OTHER OBLIGATIONS OR LIABILITIES, INCLUDING, BUT NOT LIMITED TO, OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE OR OTHER TORT OR ANY THEORY OF STRICT LIABILITY, WITH RESPECT TO THE PRODUCTS OR ACTS OR OMISSIONS OF APACHE STONE OR OTHERWISE. IN NO EVENT SHALL APACHE STONE BE LIABLE FOR INCIDENTAL, COMPENSATORY, PUNITIVE, CONSEQUENTIAL, INDIRECT, SPECIAL OR OTHER DAMAGES including but not limited to loss of revenue or profits, loss of use of goods, cost of capital, cost of substitute products, facilities or services, downtime costs, cost of field service travel and expenses, labor, inspection, removal or installation of new products or claims of Customers of Customer for such claim. Any oral or written description of the Products is for the sole purpose of identifying the Products and shall not be construed as an express warranty. Prior to using or permitting use of the Products, Customer shall determine the suitability of the Products for the intended use and Customer shall assume all risk and liability whatsoever in connection therewith.

12. Modification of Terms and Conditions. No terms and conditions other than those stated herein, and no agreement in any way purporting to modify these terms or conditions shall be binding on Apache Stone without its written consent. Any additional or different terms in the Customer's form are hereby deemed to be material alterations and notice of objection to them and rejection of them is hereby given.
13. In the event of any change in the ownership of the Customer or the Customer's business, the Customer, and personal guarantor(s) if any, shall be jointly and severally liable with any successors for all sales to such successors that originate and are charged to the Customer's account before Apache Stone receives notice of such change in ownership in the manner set forth below; the terms of this credit account, and personal or guaranty if any, apply to Customer and to any successor in interest (corporate or non-corporate) to Customer's business; no change in ownership organizational status shall be binding upon Apache Stone unless written notice thereof is mailed by Customer, certified or registered mail, return receipt required, to: Apache Stone, LLC 22040 North 21st Avenue, Phoenix, AZ 85027

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Signature Acknowledgement Of Terms

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Date