

Quarry Connections, LLC

P O Box 20922 / Baltimore, MD 21209 / P 410 296 2344 / F 888.434.0323

APPLICATION FOR CREDIT TERMS

Legal Name of Business: _____

Trade Name of Business if Different: _____

Physical Address: _____ City _____ State _____ Zip _____

Mailing Address (if different from above):
_____ City _____ State _____ Zip _____

Accounts Payable Contact: _____ Phone # _____ Email: _____

Phone #: _____ Fax #: _____ Sales Tax Exempt# _____

Credit Line Requested: _____ Tax ID #: _____ Year Established: _____

Legal form of business: ___ Trust ___ S Corp. ___ Individual ___ C. Corp. ___ LLC
___ General Partnership ___ Municipality ___ Limited Partnership ___ Sole Proprietor
___ Other _____

State in which the business is Registered or Incorporated: _____

Have you ever filed for Bankruptcy: _____

Has a judgment ever been entered against you? _____

List all Owners, Partners, Members, and/or Officers (use separate sheet if necessary)

1. Name: _____ Title: _____ % Owned: _____

Home Address: _____ City: _____ State: _____ Zip _____

Home Phone #: _____ SS Number: _____

2. Name: _____ Title: _____ % Owned: _____

Home Address: _____ City: _____ State: _____ Zip _____

Home Phone #: _____ SS Number: _____

Financial and Banking References

Annual Gross Sales
\$ _____

Net Income
\$ _____

Net Worth
\$ _____

Name of Bank: _____ Contact: _____

Phone #: _____ FAX#: _____ Acct.#: _____

Address: _____ City: _____ State: _____ Zip _____

Equipment Finance Co.

ACCT #

Phone #

Contact

Trade References

Company Name: _____ Contact: _____
Phone #: _____ FAX: _____ Acct. #: _____
Address: _____ City: _____ State: _____ Zip _____

Company Name: _____ Contact: _____
Phone #: _____ FAX: _____ Acct. #: _____
Address: _____ City: _____ State: _____ Zip _____

Company Name: _____ Contact: _____
Phone #: _____ FAX: _____ Acct. #: _____
Address: _____ City: _____ State: _____ Zip _____

NOTICE TO APPLICANT

You represent that the information given in the entire Credit Application, including all applicant names and any other information provided in this Credit Application is (1) true and correct, and complete, and (2) provided for the purpose of obtaining credit terms. You hereby authorize the release to Quarry Connections or our designee (and any assignee or potential assignee thereof) of your credit information from any source including, but not limited to, your balance sheet, cash flow statements, any income statement. You authorize Quarry Connections to make such credit investigation as we see fit including, but not limited to contacting the above-identified trade references and banks and obtaining credit reports. By signing and submitting this Credit Application you authorize all trade references, banks and credit reporting agencies to disclose to Quarry Connections or our designee (and any assignee or potential assignee thereof) any and all information concerning your financial and credit history.

Should credit be granted by us, all decisions with respect to the extension or continuation shall be at the sole discretion of Quarry Connections. Quarry Connections does not discriminate against any credit applicant on the basis of race, color, national origin, sex, marital state, age (provided the applicant has the capacity to enter into a binding agreement) or any other basis prohibited by law.

Quarry connections may terminate any credit availability within its sole discretion at any time.

If your Credit Application is denied you have the right to a written statement listing the principal reason(s) for that denial. To obtain the written statement, please send a letter to Quarry Connections at P.O. Box 20922 within sixty (60) days from the date you are notified of that decision. We will send you a written statement of the reason(s) for the denial within thirty (30) days of receiving your request.

Except as otherwise modified in a writing executed by both Customer and Quarry Connections, Customer acknowledges and agrees to the following terms and conditions of sales by Quarry Connections.

1. Terms of sale are net 30 days. All payments must be in US Dollars. Any exchange rates will be paid by client. Agents or representatives of Quarry Connections, L.L.C. are not authorized to change or adjust the credit terms without the written authorization of at least one Quarry Connections, L.L.C. partner.
2. All claims against invoices must be made within seven (7) business days after receipt of goods.
3. All invoices are to be paid promptly according to the credit terms established. Failure to comply with the credit terms established may result in cancellation of credit privileges at seller's sole discretion.
4. A Service Charge of \$35.00 will be applied to the account for any Returned Checks.
5. All past due accounts will bear a finance charge from the date of maturity at the rate of 1.5% per month or the highest amount allowed by law on all past due amounts. Failure to pay the minimum amount due for more than sixty (60) days after the date due shall be a material breach of the terms of sale and cause for termination at seller's sole discretion of any credit privileges.
6. Goods may not be returned without prior authorization of Quarry Connections, L.L.C. Freight charges are non-refundable.
7. Goods / merchandise authorized for return will be subject to a minimum 25% restocking charge.
8. Customer shall be responsible for all collection and/or reasonable fee necessitated by lateness or default in payment.
9. Except as otherwise agreed in writing, multiple shipments to one project shall be considered part of a specific continuing contract related to a single property. Any waiver executed by seller shall be effective only to the total dollar amount of payments actually received. Seller shall retain its

mechanic's lien, payment bond or similar security rights for any unpaid deliveries. Customer acknowledges and agrees that Seller has the right and sole discretion to determine how to apply payments received on this account.

10. Customer shall have the benefit of any manufacturer's or other third party's warranty or agreement with respect to any services and/or goods that are the subject of a sale arising from credit issued hereunder. Quarry Connections shall execute and deliver such instruments as may be reasonably requested by Customer to obtain the benefits of such warranties.

11. Customer acknowledges that stone is a natural substance, formed within the earth, and that different types of stone, as well as individual stones within any given type, may vary in texture, color, markings, thickness, density, durability or fitness for a particular use or purpose. Because natural stone may chip, peel, flake, bleed, oxidize or otherwise deteriorate over time, all of these attributes should be considered when using stone, especially in any exterior application subject to moisture. Customer acknowledges that Quarry Connections has no control over Customer's selection or use of any stone, and that exposure to weather, installation techniques or preservative measures used by Customer or its installer all may affect the long-term performance and durability of any stone selected and/or installed by Customer. Square footage estimates per ton vary within each stone type. Coverage estimates are approximate as setting styles, field cuts, and tight joints may affect coverage. All stone must be inspected by Customer and critically evaluated for any specific applications prior to installations, as Quarry Connections makes no warranties, express or implied, regarding the fitness of any stone sold to Customer for any purpose. Except as specifically agreed in writing, products, service deliverables, related materials and services provided by Quarry Connections are provided "as-is." To the maximum extent permitted by law, Quarry Connections disclaims any and all other warranties and conditions, whether express, implied or statutory, including but not limited to warranties or conditions of title, merchantability and fitness for a particular purpose. Customer's purchase of stone from Quarry Connections constitutes Customer's acknowledgment of the above, and acceptance of the risks inherent in the use and installation of this natural substance and a waiver of any and all claims which Customer may have against Quarry Connections arising from the chipping, peeling, flaking, bleeding, oxidation, or other deterioration of this natural substance. Stone is a natural product and may vary in color, markings, and texture.

12. Customer acknowledges and agrees that to the maximum extent permitted by law and except as expressly provided herein, Quarry Connections and its owners, employees, subcontractors, or agents shall not be liable to Customer for any consequential, indirect, exemplary, special, incidental or punitive damages of any kind arising from this Credit Application or any sale arising hereunder including, but not limited to damages for loss of time, loss of revenue or profits, lost profit opportunity, business interruption, delays, or other pecuniary loss arising from this Credit Application or sale or performance under any sales agreement even if Quarry Connections has been informed of the possibility of such damages.

13. In consideration of extending this open account credit, the undersigned: A) absolutely and unconditionally agrees personally to pay for any products/materials sold to applicant, inclusive of principal, interest and attorney fees, and shall be jointly and severally liable for the same; B) waives the benefit of any exemption under the homestead laws or bankruptcy code; and C) agrees that his/her liability shall not be discharged by any extension of time for payment, any increase in credit limit or any other indulgence of any kind granted to the applicant or any co-guarantor regarding payment, with or without notice to the guarantor(s).

13. This Application for Credit and all sales provided hereunder shall be governed and construed in all respects under the laws of the State of Maryland, without regard to its conflicts of laws rules and law.

14. Quarry Connections shall not be deemed to be in default or liable for any damages, if any, for delays in delivery, failure to perform, or interruption of services due to causes beyond the reasonable control and without the fault or negligence of Quarry Connections including without limitation failure or impairment of essential facilities, government action, war, civil disturbance, weather, general material shortages, labor strikes or walkouts, acts of God or other similar events.

15. All disputes arising out of or related to this Credit Application or sales on credit issued hereunder shall be submitted to non-binding mediation before a mutually-acceptable mediator prior to initiation of litigation or any other binding or adjudicative dispute resolution process. The parties shall: (i) mediate in good faith; (ii) exchange all documents which each believes to be relevant and material to the issue(s) in dispute; and (iii) exchange written position papers stating their position on the dispute(s) and outlining the subject matter and substance of the anticipated testimony of persons having personal knowledge of the facts underlying the dispute(s). The costs of the mediation shall be shared equally by the parties. Mediation shall take place in Maryland, at a specific venue mutually agreed upon by the parties. The parties acknowledge their shared preference that a retired Maryland Judge or other qualified attorney mutually acceptable to the parties conduct mediation. In the event the parties are unable to agree upon a mediator or a venue for mediation, the mediator or venue shall be appointed or determined by a court of competent jurisdiction. This provision shall be specifically enforceable according to its terms, including but not limited to an action to compel mediation. The prevailing party in any action to enforce in whole or in part this mediation clause shall be entitled to reimbursement of attorney's fees and costs incurred in said action.

16. **QUARRY CONNECTIONS AND CUSTOMER IRREVOCABLY AND KNOWINGLY WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF THIS CREDIT APPLICATION OR SALE HEREUNDER.** The parties agree that any such action or proceeding shall be tried before a court and not a jury. In the event the parties' waiver of a trial by jury is deemed invalid, the parties hereby agree that any action or claim arising out of any dispute in connection with this Agreement, any rights, remedies, obligations, or duties hereunder, or the performance or enforcement hereof or thereof shall be determined by judicial reference.

17. Customer hereby irrevocably and unconditionally submit to the jurisdiction of the Courts of the State of Maryland and agree that any legal action or proceeding relating to this Credit Application or sale hereunder shall be brought in the Circuit or District Court for Baltimore County Maryland.

