

Application For Credit

MALONE LUMBER & READY-MIX INC.  
ARNOLD OIL INC.  
ARNOLD MONUMENTS INC.  
ARNOLD PRE-CAST INC.

This application may be used for any one or all of our companies listed above and please indicate your desired one(s) when you fill it out.

In any event for reference purposes any of the entities listed above will be referred to on this application as "The Company".

Please make all submittals and responses to the attention of DAN ARNOLD. Should you have any questions please contact him at 518-483-3460(phone), 518-483-8229(fax) or dan@malonelumber.com(e-mail).

To avoid any delay in processing please complete in FULL. Also please notify your references we will be contacting them to verify information.

Credit Requested from:\_\_\_\_\_

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

Business Name:\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

Phone:\_\_\_\_\_

Fax:\_\_\_\_\_

Email:\_\_\_\_\_

Type of Business  
(if applicable):\_\_\_\_\_

Federal I.D. #:\_\_\_\_\_

Business Type (if applicable). Check one box:

- Proprietorship/Sole Owner
- Partnership
- LLC
- Corporation

Number of years in business:\_\_\_\_\_

Year Incorporated:\_\_\_\_\_

Have there been any judgments or liens filed against you or our business in the last 10 years?

- Yes
- No

If Yes, by whom?\_\_\_\_\_

Individual/Business Bank Name:\_\_\_\_\_

Bank Contact & Phone Number:\_\_\_\_\_

Does applicant own premises?

- Yes
- No

If "yes" mortgage holder name:\_\_\_\_\_

If "no" landlord/owner Contact Info:\_\_\_\_\_

Business/Individual Credit References (minimum of 3)

Credit Reference 1

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

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

Telephone: \_\_\_\_\_

Credit Reference 2

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

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

Telephone: \_\_\_\_\_

Credit Reference 3

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

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

Telephone: \_\_\_\_\_

BUSINESS PRINCIPALS:

Please specify if; Owner, Partner, Officer (include title)

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

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

Date of Birth: \_\_\_\_\_

Social Security Number: \_\_\_\_\_

Do you own a home?

Yes

No

If yes:

Single household

Live with spouse or significant other

If the house has a mortgage, the mortgage, is held by:

\_\_\_\_\_

Information provided on the Application for Credit is warranted to be accurate and true. The Company is authorized to contact any business, bank reference or credit reporting agency to verify any information given.

A finance charge of 2% per month(24% annual) will apply to all invoices past due date. The applicant(s) agree to pay all costs and expenses, including reasonable attorney's fee's incurred by The Company in collecting past due obligations from the Applicant.

If The Company or it's agent(s) thereof is the prevailing party in any litigation, arbitration or other proceeding resulting from a dispute with the undersigned, The Company, or it's agent(s) as the case may be, shall be awarded it's reasonable attorney's fees and costs expenses incurred.

All damages and(or) shortages must be reported within 48 hours(2 business days) or no allowances will be considered. At the sole discretion of the Seller, returns may be considered and if authorized, are subject to current restocking fees.

Upon a non-corporate applicant becoming a customer, and incorporating, notice in writing must be received and acknowledged in writing by Seller, until such event, the Applicant-Customer and the corporate successor agrees to be and shall be both responsible for purchases after incorporation is filed.

The Applicant shall pay for all products invoiced and/or delivered, within terms and without setoff, looking solely to the manufacturer for warranty claims and adjustments. The Seller may assist and or facilitate such claims, if it elects, but invoices for such product(s) will be paid in accordance herewith by the Applicant-Customer nevertheless. The Company provides no warranties, written, oral, expressed or implied. Any applicant's account may be suspended or placed on C.O.D. terms will not be entitled to any discounts. Applicant-Customer agrees to terms of invoices as currently issued or as amended in the future.

Applicant agrees to terms and conditions above:

Name (print): \_\_\_\_\_

Title: \_\_\_\_\_

Name (signed) By: \_\_\_\_\_

Date: \_\_\_\_\_

**PERSONAL GUARANTY**

FOR VALUE RECIEVED, the undersigned absolutely and unconditionally guarantee individually, jointly and/or severally, if by more than one, payment to The Company(Seller) all present and future debt of \_\_\_\_\_ (Customer), whether by reason of product purchase or otherwise upon default by the Customer. This is a continuing Guaranty.

The undersigned, waive all presentments, demands for performance and notices including, but not limited to; protest, dishonor, acceptance, default of any other thing or event. The undersigned agree to pay such reasonable attorneys fees as are incurred by Seller in exercise of it's right and remedies hereunder.

If The Company or it's agent(s) thereof in the prevailing party to any litigation, arbitration or other proceeding resulting from a dispute with the undersigned, The Company, or it's agent(s), as is the case may be, shall be awarded it's reasonable attorneys fees, and costs incurred.

This guaranty is binding on the heirs, successors and assigns of the undersigned.

The Seller may enforce this Guaranty against any or all of the undersigned as it elects, regardless of the manner of proceeding or not in enforcement of the Customers debt.

The undersigned consent to any renewal, extension, forbearance or recast of any debt obligation of the Customer.

Dated: \_\_\_\_\_, 20\_\_\_\_\_

Signed: \_\_\_\_\_

Dated: \_\_\_\_\_, 20\_\_\_\_\_

Signed: \_\_\_\_\_

State of New York, County of \_\_\_\_\_

On the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, before me

personally appeared \_\_\_\_\_

to me known to be the individual described in the foregoing instrument  
and acknowledged that he/she executed the same.

\_\_\_\_\_

NOTARY PUBLIC

////////////////////////////////////  
THIS PAGE FOR CREDIT DEPT. USE ONLY:  
REFERENCES:

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

Contact: \_\_\_\_\_

Length of time sold: \_\_\_\_\_

High credit: \_\_\_\_\_ Terms: \_\_\_\_\_

Pays when due: \_\_\_\_\_

Comments: \_\_\_\_\_

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

Contact: \_\_\_\_\_

Length of time sold: \_\_\_\_\_

High credit: \_\_\_\_\_ Terms: \_\_\_\_\_

Pays when due: \_\_\_\_\_

Comments: \_\_\_\_\_

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

Contact: \_\_\_\_\_

Length of time sold: \_\_\_\_\_

High credit: \_\_\_\_\_ Terms: \_\_\_\_\_

Pays when due: \_\_\_\_\_

Comments: \_\_\_\_\_