

**CREDIT APPLICATION & PURCHASE AGREEMENT**



**Ralph Clayton & Sons  
Clayton Block Co., Inc.  
Clayton Block Company, L.L.C.  
Clayton Sand Company  
P.O. Box 3015 – Lakewood, NJ 08701  
1-800-662-3044**

**PLEASE FAX YOUR COMPLETED CREDIT APPLICATION TO: 732-751-7618**

Each of these entities are hereinafter referred to individually and/or collectively as “CLAYTON.”

**Thank for your considering CLAYTON as your supplier. Please read these terms carefully. Conditions of sale set forth under terms shall refer to all purchases and comprise a part of this agreement. Please sign and return promptly. Established credit will be in effect only after we receive and accept this application.**

**A. ALL APPLICANTS COMPLETE (address for billing purposes)**

Name \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_

Address \_\_\_\_\_ (City) \_\_\_\_\_ (State) \_\_\_\_\_ ZIP \_\_\_\_\_

If a PO box, add physical address \_\_\_\_\_

E-Mail Address \_\_\_\_\_

List address(es) of subsidiaries/home office, etc. \_\_\_\_\_  
\_\_\_\_\_ Phone \_\_\_\_\_

We are a: \_\_\_\_\_ Corporation \_\_\_\_\_ Partnership \_\_\_\_\_ Individual

Type of business \_\_\_\_\_

How long in business \_\_\_\_\_ Approx. Monthly Credit Requested \$ \_\_\_\_\_

List prior affiliations with other companies or employers. Please be specific. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Clayton Sales Representative (if applicable) \_\_\_\_\_

**AA. COMPLETE ONLY IF TRADING AS AN INDIVIDUAL**

(If married, both parties must sign this application so that we may complete our credit survey according to regulations.)

Residential Address \_\_\_\_\_ (City) \_\_\_\_\_ (State) \_\_\_\_\_ ZIP \_\_\_\_\_

If a PO box, add physical address \_\_\_\_\_ Own \_\_\_\_\_ Rent \_\_\_\_\_

Spouse's Name \_\_\_\_\_ Home Phone \_\_\_\_\_

**Bank References**

**Type of Account**

1) Name of Bank \_\_\_\_\_ Account # \_\_\_\_\_ Checking  
 Address \_\_\_\_\_ Account # \_\_\_\_\_ Savings  
 Account Owner listed as \_\_\_\_\_ Account # \_\_\_\_\_ Other

2) Name of Bank \_\_\_\_\_ Account # \_\_\_\_\_ Checking  
 Address \_\_\_\_\_ Account # \_\_\_\_\_ Savings  
 Account Owner listed as \_\_\_\_\_ Account # \_\_\_\_\_ Other

**Loans – Mortgages**

Bank/Grantor	Amount	Date Incurred	Approx. Balance
_____	_____	_____	_____
_____	_____	_____	_____

**Trade References**

1) Name \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_  
 Address \_\_\_\_\_ (City) \_\_\_\_\_ (State) ZIP \_\_\_\_\_

2) Name \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_  
 Address \_\_\_\_\_ (City) \_\_\_\_\_ (State) ZIP \_\_\_\_\_

3) Name \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_  
 Address \_\_\_\_\_ (City) \_\_\_\_\_ (State) ZIP \_\_\_\_\_

**B. IF CORPORATION OR PARTNERSHIP, COMPLETE SECTIONS A & B**

Principal Owners, Stockholders or Officers

TITLE	NAME	HOME ADDRESS	HOME PHONE
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Incorporated in State of \_\_\_\_\_ Date \_\_\_\_\_

Registered agent \_\_\_\_\_ Address \_\_\_\_\_

**TAX STATUS: IF EXEMPT, PLEASE ATTACH PROPER CERTIFICATE. A COPY OF YOUR MOST RECENT FINANCIAL STATEMENT WILL BE REQUIRED FOR OUR FILES.**

**Bank References**

**Type of Account**

1) Name of Bank \_\_\_\_\_ Account # \_\_\_\_\_ Checking  
 Address \_\_\_\_\_ Account # \_\_\_\_\_ Savings  
 Account Owner listed as \_\_\_\_\_ Account # \_\_\_\_\_ Other

2) Name of Bank \_\_\_\_\_ Account # \_\_\_\_\_ Checking  
 Address \_\_\_\_\_ Account # \_\_\_\_\_ Savings  
 Account Owner listed as \_\_\_\_\_ Account # \_\_\_\_\_ Other

**Loans – Mortgages**

Bank/Grantor	Amount	Date Incurred	Approx. Balance
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**Trade References**

1) Name \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_  
 Address \_\_\_\_\_ (City) \_\_\_\_\_ (State) \_\_\_\_\_ ZIP \_\_\_\_\_

2) Name \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_  
 Address \_\_\_\_\_ (City) \_\_\_\_\_ (State) \_\_\_\_\_ ZIP \_\_\_\_\_

3) Name \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_  
 Address \_\_\_\_\_ (City) \_\_\_\_\_ (State) \_\_\_\_\_ ZIP \_\_\_\_\_

**ALL APPLICANTS COMPLETE**

**Terms of Purchase and Delivery**

- All payments to be made net 30 days after billing. If payments are in default of due date, a 1 ½% service charge per month will be added (18% per annum).
- Purchaser accepts all responsibility for damage to vehicle or property when delivery is requested off public roads.
- Should account be placed for collection, purchaser agrees to pay a reasonable minimum attorney’s fee of thirty percent (30%) in addition to any court cost.
- The construction Lien Law requires an authorized representative on site, which is not always practical or feasible. We hereby waive the requirement of having an authorized person present when deliveries are made.

We understand that any discrepancies in a delivery must be communicated in writing or by fax, to CLAYTON within twenty-four (24) hours following the receipt of delivery. If no such communication results, it will be understood that: The delivery was accepted, the delivery ticket serves as our contract, and we are obligated to pay for the materials in accordance with our credit agreement.

**ATTENTION**

I (we) agree to the above terms and do certify that all statements made herein are true, correct and complete to the best of my/our knowledge and that said terms are not signed under duress.

(1) \_\_\_\_\_ SS# \_\_\_\_\_ Date \_\_\_\_\_  
 (Individual – Legal Signature)

(2) \_\_\_\_\_ SS# \_\_\_\_\_ Date \_\_\_\_\_  
 (Individual Spouse – Legal Signature)

(1) \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_  
 (Corporate – Legal Signature)

(2) \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_  
 (Corporate – Legal Signature)

(3) \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_  
 (Corporate – Legal Signature)

**PERSONAL GUARANTY**

For value received from CLAYTON including their future sale of Materials and/or Supplies to:

\_\_\_\_\_, the undersigned  
(Purchaser)

GUARANTOR(s) jointly and severally hereby guarantees prompt and punctual payments of any present and future accounts due from the purchaser(s) to CLAYTON.  
The GUARANTOR(s) hereby waive notice of acceptance to the guaranty and of any default in payment by the purchaser(s) and certifies that this guaranty was not signed under duress.

The GUARANTOR(s) hereby knowingly consent to use CLAYTON of a non-business consumer credit report on the undersigned to evaluate credit worthiness of the undersigned as guarantor(s) in connection with the extension of business credit as contemplated by this credit application.

(1) \_\_\_\_\_  
Guarantor – Print Name

(3) \_\_\_\_\_  
Guarantor – Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

SS# \_\_\_\_\_

SS# \_\_\_\_\_

(2) \_\_\_\_\_  
Guarantor – Print Name

(1) \_\_\_\_\_  
Witness – Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

Date \_\_\_\_\_

SS# \_\_\_\_\_

“CLAYTON” refers to Ralph Clayton & Sons, Clayton Sand Company, Clayton Block Co., Inc., and Clayton Block Company L.L.C.