

Instructions for use:

- The potential Customer must complete the credit application in its entirety and return to the appropriate State's Credit and Collection department.
 - Company Name
 - Street Address
 - City, State , Zip
 - Phone/Fax
 - Federal Identification Number or Social Security Number
 - Email Address
 - Billing Address
 - Name and Address of Parent Company
 - Business Entity
 - Contractor License Number
 - Corporate Officers/Partners/Owners
 - Years in Business
 - Years at present location
 - Average Monthly Sales
 - Average Number of Employees
 - Product or Service Description
 - Monthly purchases
 - Credit Limit Request
 - Bank References
 - Present or Previous Material Suppliers
 - Purchase Order validation
 - Sales Tax Status
 - How Timely do you pay your bills
 - Who is responsible for paying your bills
 - Bankruptcy/Chapter
 - Other Court Ordered Trustee
 - Financial Information
 - Validation of Account Agreement with Terms of Sale – must be initialed
 - Company Name/Date
 - Officer Signature/Print name

- **Submit to Granite Construction Company or, if applicable, its affiliated entity region representative who provided you with the Credit and Account Agreement.**

- **If you've obtained the Credit and Account Agreement directly from our website, please email the completed Application to AddressBook@gcinc.com.**

California Consumer Privacy Act Notice:

This notice describes the categories of personal information (“PI”) collected by Granite Construction Incorporated, its subsidiaries, successors, and affiliated companies over which it has operating control (“Company”) and the purposes for which Consumer PI may be used. We are providing this notice to you in accordance with California Civil Code Sec. 1978.100(b).

Categories of Personal Information Collected	Purposes Personal Information is Used
Identifiers. Examples include real name, alias, postal address, unique personal identifier, email address, account name, social security number, driver’s license number, state identification card number or other similar identifiers.	<ul style="list-style-type: none"> • Responding to Consumer inquiries • Providing services or goods requested • Informing Consumers about Company products and services • Ensuring security of transactions • Performing audits • Completing Government reporting requirements • Sending Consumers marketing communications • Communicating with Consumer • Responding to law enforcement requests or as required by applicable law
Other elements. Examples include name, signature, telephone number, employment, bank account number, credit card number, debit card number, or any other financial information.	<ul style="list-style-type: none"> • Processing transactions • Shipping merchandise to Consumers • Ensuring security of transactions

The Company may add to the categories of PI it collects and the purposes it uses PI. In that case, the Company will inform you.

In accordance with California Civil Code Sec. 1978.125, the Company will not discriminate against a Consumer because the Consumer exercised its Consumer rights under the CCPA. If you have questions about the Company’s privacy policies and procedures, rights you may have concerning your personal information, you may contact us, toll-free, at (844) 353-4998 or CCPA@gcinc.com.

Form
Application for Credit and Account Agreement

COMPANY NAME: _____

STREET ADDRESS: _____

CITY, STATE, ZIP: _____

PHONE: _____ FAX: _____ FEDERAL ID NO OR SOCIAL SECURITY NO. _____

CONTACT EMAIL ADDRESS: _____ BILLING EMAIL ADDRESS : _____

BILLING ADDRESS (IF DIFFERENT FROM ABOVE): _____

THIS LOCATION IS OUR: MAIN OFFICE BRANCH OFFICE

NAME AND ADDRESS OF PARENT COMPANY (IF APPLICABLE): _____

BUSINESS ENTITY IS A: CORPORATION PARTNERSHIP SOLE PROPRIETORSHIP LLC

CONTRACTOR LICENSE NO: _____ YEAR ISSUED: _____

LIST NAME(S) OF CORPORATE OFFICER(S), PARTNER(S) OR OWNER(S) –
WE MUST HAVE SOCIAL SECURITY NUMBER AND DRIVER'S LICENSE FOR IDENTITY AND SECURITY PURPOSES.

POSITION	NAME	HOME ADDRESS CITY/STATE/ZIP	DRIVER'S LICENSE #	SOCIAL SECURITY #

YEARS IN BUSINESS: _____ YEARS AT PRESENT LOCATION: _____

AVERAGE MONTHLY SALES: _____ AVERAGE NUMBER OF EMPLOYEES: _____

DESCRIBE YOUR PRODUCT OR SERVICE:

ANTICIPATED MONTHLY PURCHASES: \$ _____ CREDIT LIMIT REQUESTED: \$ _____

BANK REFERENCES

BANK NAME	BRANCH	CITY	PHONE	ACCOUNT #

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PRESENT OR PREVIOUS MATERIAL AND/OR EQUIPMENT SUPPLIERS

NAME	ADDRESS/CITY/STATE/ZIP	PHONE	FAX

MUST YOUR PURCHASE ORDER NUMBER BE REFERENCED ON TICKETS/INVOICES: YES NO

SALES TAX STATUS: TAXABLE TAX EXEMPT

IN ORDER FOR US TO SELL YOU ANY MERCHANDISE ON A TAX EXEMPT BASIS, WE MUST HAVE A FULLY EXECUTED RESALE CARD ON FILE.

HOW TIMELY DO YOU PAY YOUR BILLS: PER TERMS 30 DAYS SLOW OTHER

WHO IS RESPONSIBLE FOR PAYING YOUR BILLS? NAME: _____ **PHONE:** _____

HAS THE COMPANY EVER FILED FOR BANKRUPTCY? YES NO **IF YES, WHEN AND IN WHAT JURISDICTION AND UNDER WHAT CHAPTER:**

IS THERE A RECEIVER OR OTHER COURT ORDERED TRUSTEE CURRENTLY ACTIVE? _____

TO ASSIST GRANITE CONSTRUCTION COMPANY OR, IF APPLICABLE, ITS AFFILIATED ENTITY IN GRANTING YOU CREDIT, PLEASE ATTACH A RECENT FINANCIAL STATEMENT. FOR A CREDIT LIMIT OF \$10,000 OR MORE, WE MUST INSIST ON A FINANCIAL STATEMENT.

EQUIPMENT OWNED	DESCRIPTION: VALUE: \$ FINANCED BY:	LOAN BALANCE: \$ MO. PAYMENT: \$
BUSINESS PROPERTY	DESCRIPTION: VALUE: FIRST TRUST DEED (MORTGAGE) HOLDER: IS THERE A SECOND TRUST DEED? <input type="checkbox"/> YES <input type="checkbox"/> NO (IF YES) LOAN BALANCE:\$	ADDRESS: LOAN BALANCE: \$ MO. PAYMENT \$
HOME	<input type="checkbox"/> LEASE/RENT <input type="checkbox"/> OWNED (IF OWNED, PLEASE CONTINUE) ADDRESS:	VALUE: FIRST TRUST DEED: \$ MO. PAYMENT: \$ SECOND TRUST DEED LOAN BALANCE: \$
FINANCIAL INFORMATION	CURRENT ASSETS TOTAL ASSETS	CURRENT LIABILITIES: TOTAL LIABILITIES: NET WORTH:

ACCOUNT AGREEMENT WITH TERMS OF SALE

IN CONSIDERATION OF THE PROCESSING BY GRANITE CONSTRUCTION COMPANY OR, IF APPLICABLE, ITS AFFILIATED ENTITY (HEREAFTER "Seller") OF THIS APPLICATION, AND/OR THE EXTENSION OF ANY CREDIT TO APPLICANT AND/OR THE MAKING OF ANY SALE TO APPLICANT SUBSEQUENT TO THE SIGNING OF THIS DOCUMENT BY APPLICANT, APPLICANT (HEREAFTER "Buyer") AGREES AS FOLLOWS:

1. For any credit purchases, unless otherwise agreed to in writing signed by an authorized person on behalf of Seller varying such terms, payment shall be net 30 days. Payment shall be due within thirty (30) days from the date of the invoice in the full amount of the invoice without retention of any amounts by Buyer. Past due accounts may, within Seller's sole discretion, be placed on cash on delivery ("C.O.D.") status by Seller without notice, thereby requiring Buyer to pay all sums due prior to Seller furnishing any goods. Past due amounts shall be subject to late charges as provided in paragraph 2 below.
2. Buyer shall pay Seller (not as a penalty, but as liquidated damages based on the impracticability of fixing or determining actual damages) a late charge on all amounts not paid when due computed at the rate of one and one half percent (1.5%) per month (which is an annual percentage rate of eighteen percent (18%)), or the maximum rate permitted by applicable law in the event such rate is lower, beginning on the thirty-first (31st) day from the date of Seller's invoice until paid in full. Payments shall be applied first to accrued late charges, then to past due amounts. Additionally, in the event that Buyer renders payment of sums due Seller with use of a credit card, a fee of two and three tenths percent (2.3%) shall be applied to each credit card payment made after the tenth (10th) business day from the date of Seller's invoice. The aforementioned credit card fee shall be in addition to, and not in lieu of, any applicable late charges. Seller reserves the right, in its sole discretion, to waive a credit card fee.
3. Buyer agrees to pay all of Seller's attorneys' fees and collection costs incurred in collecting amounts not paid when due, whether or not a lawsuit is filed and whether or not the lawsuit is pursued to judgment before Buyer pays off the indebtedness.
4. If Buyer sends Seller a purchase order, Buyer acknowledges that such purchase order shall not become a part of the parties' agreement concerning any resulting sales transaction. This Account Agreement, together with Material and/or Equipment Quote from Seller, any other agreements required by Seller, and future invoices from Seller, shall constitute the entire understanding of the parties concerning such sales transactions. This Account Agreement and Seller's invoices may be amended only if and to the extent actually agreed to in writing and signed by an authorized person on behalf of Seller.
5. In the event a check is given as payment on account or in connection with any purchase, whether or not a sale on credit, and such check, upon deposit or negotiation, is not promptly honored by the bank upon which drawn, the provisions hereof, including paragraphs 2 and 3, shall be applicable in regard to the indebtedness represented by the check. Nothing herein shall be deemed to be an approval for Buyer to give a check that does not clear the bank upon which it is drawn. Buyer also agrees to pay a service charge of \$25.00 for any check that fails promptly to clear Buyer's bank upon presentation.

Initials

6. Buyer shall fully and promptly furnish to Seller information needed or requested by Seller for preparation and service of a Preliminary Lien Notice under the Mechanic's Lien Law applicable to the state in which business is conducted. Buyer shall provide Seller with copies of payment bonds on all projects having payment bonds.

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Application for Credit and Account Agreement

- 8. Upon a change in principals or the type or nature of Buyer's form of legal entity, Buyer and such new principal(s)/entity will give written notice thereof within fifteen (15) days to the credit department of Seller, located at Granite Construction Company's office in Stockton, California, and Buyer's new principal(s) or legal entity shall become bound by all the terms and provisions of this Account Agreement.
- 9. Seller reserves the right to approve or refuse credit on an individual sale or project by project basis at Seller's sole discretion. Also, Seller may establish and advise Buyer of its credit limit if and when Seller opens Buyer's account. Seller may increase or decrease the credit limit at any time and without notice in Seller's sole discretion.
- 10. This Credit Application and Account Agreement is submitted, entered into, and is to be performed at Seller's place of business, from where Seller decides whether or not to extend credit to or make a sale to Buyer. This Agreement will be governed by the laws of the State where Seller's place of business is located, without regard to conflicts of laws and principles.
- 11. The person signing this application warrants and declares under penalty of perjury that information provided by Buyer is true and correct and that the person signing this application is authorized to do so on behalf of Buyer.

Company Name

Date

Signature (Officer or Principal only)

Type or Print Name & Title

CONTINUING PERSONAL GUARANTY

In consideration of Seller extending credit and making future sales to Applicant/Buyer, the undersigned personally guarantees Applicant's/Buyer's performance of all its obligations under the above Account Agreement, including but not limited to, payment of any and all charges and/or money due Seller. The undersigned waives any right to (a) notice of Applicant/Buyer's default, (b) demand/presentment and (c) require Seller to proceed first against Applicant/Buyer, proceed against or exhaust any security or pursue any other remedy. The undersigned hereby authorizes Seller without notice or demand from time to time to do any of the following: (a) renew, compromise, extend, accelerate or otherwise change the terms and amount of the obligations guaranteed, (b) take and hold security for the obligations guaranteed and exchange, enforce, waive and release any security, (c) apply security and direct the order or manner of sale of security as Seller in its sole discretion may determine, and (d) assign the Account Agreement and this Guaranty in whole or in part. In addition to the amounts guaranteed, the undersigned shall pay Seller's attorneys' fees incurred in enforcing this Guaranty. This Guaranty is submitted, entered into and is to be performed at Seller's office in Stockton, California.

Dated: _____

Signature of Guarantor

Type or Print Full Name of Guarantor