

EARTH STONE

HAVE YOU OR ANY OF YOUR PARTNERS OR PRINCIPALS EVER FILED BANKRUPTCY PROTECTION? YES NO
(IF YES, explain)

BILLING INSTRUCTION: Purchase Orders Required? YES NO

ACCOUNTS PAYABLE CONTACT

PHONE

Sales Tax Exempt? YES NO

RESALE OR EXEMPT ID NO.

TRADE AND BANK REFERENCES:

NAME

STREET

CITY, STATE, ZIP

ACCOUNT NO.

PHONE NO.

FAX NO.

NAME

STREET

CITY, STATE, ZIP

ACCOUNT NO.

PHONE NO.

FAX NO.

NAME

STREET

CITY, STATE, ZIP

ACCOUNT NO.

PHONE NO.

FAX NO.

NAME

STREET

CITY, STATE, ZIP

ACCOUNT NO.

PHONE NO.

FAX NO.

BANK NAME

CONTACT NAME

STREET

CITY, STATE, ZIP

ACCOUNT NO.

PHONE NO.

FAX NO.

BANK NAME

CONTACT NAME

STREET

CITY, STATE, ZIP

ACCOUNT NO.

PHONE NO.

FAX NO.

EARTH STONE

AUTHORIZATION TO RELEASE INFORMATION

The undersigned hereby authorizes mentioned credit references and banks to release information on my/our account(s) to Earth Stone, L.L.C. for the purpose of establishing credit terms. It is agreed and understood that the undersigned will hold harmless the companies engaging in the exchange of such information and understands that the information provided is for determining credit worthiness as a routine business practice. Earth Stone assures the confidentiality of the information provided and makes no claims toward the accuracy of such information received.

AUTHORIZED SIGNATURE

DATE

COMPANY NAME

INDIVIDUAL PERSONAL GUARANTY

DATE

I, _____, _____, _____
NAME **DATE OF BIRTH** **SOCIAL SECURITY NO.**
residing at _____

for and in consideration of you extending credit at my request to _____
NAME OF COMPANY

(Hereinafter referred to as the "Company") of which I am (Title): _____, hereby personally guarantee to you payment of any obligation of the Company and I hereby bind myself to pay you on demand any sum which may become due to you by the Company whenever the Company shall fail to pay the same. It is understood that this guaranty shall be continuing and irrevocable guaranty and identity for such indebtedness of the Company. I do hereby waive notice of default, non-payment and notice hereof and consent to any modification or renewal of the credit agreement hereby guaranteed, and to all renewals of extension of credit. The undersigned guarantor agrees to pay, in the event the amount becomes delinquent and is turned over to an attorney for collection, attorney's fee and all attendant collection costs. It is understood that the guaranty may be enforced without first having to sue the corporation or business which incurred the debt. For purposes of the guarantee it is agreed that I will be responsible for the corporate or business debt even through my name does not appear on the invoices or billing.

EARTH STONE

PURCHASE AGREEMENT

Amounts due as a result of any and all purchases hereafter made by _____ Hereinafter (Customer) from Earth Stone L.L.C. hereinafter (Supplier) will be paid to Supplier on the following terms and conditions.

TERMS	Due and payable in full within 30 days from date of invoice unless otherwise agreed upon in writing.
LATE PAYMENT	Past due amounts are subject to late payment service charges of 1-1/2% per month, which is an annual rate of 18% or a maximum rate allowed by law.
BAD CHECKS & C.O.D.	A service charge of \$20.00 will be applied to each returned check. Accounts 75 days old will be placed on C.O.D. Legal action will be taken after an account is 90 days old.
BACKORDERS	In the event of a backorder, Supplier will ship products via standard shipping policies. Supplier will not assume the payment for expenses incurred to expedite delivery.
CLAIMS	Customer has 30 days after the receipt of goods to claim any damage greater than 3% of total goods received by Customer. Any damage less than 3% of total goods received by customer is not acceptable by Supplier.
HANDLING/ RESTOCKING	A handling or restocking charge will be made on all goods returned unless due to error caused by Supplier.
TITLE	Title to any and all goods or material hereafter purchased shall remain with Supplier until the full purchase price has been paid.
FAILIUR TO PAY OR INSOLVENCY	failure by Customer to pay any part of the purchase price when due, or in event that proceeding in bankruptcy, receivership, or insolvency are instituted by or against Customer or his property, Supplier may, at its option, cause the entire unpaid balance to become due and immediately payable, and Supplier shall have the right to enter at any time without notice upon the premises where any of the materials purchased by the Customer are located. Customer hereby expressly waives any right to action which may accrue by reason of the entry for taking possession of or the Selling of said materials and agrees to pay all costs incurred with respect thereto including service charged and reasonable attorney's fees and court costs.
ENTIRE AGREEMENT	This Agreement covers all materials which Customer may hereafter acquire at any time from Supplier. This Contract constitutes the entire Agreement with Supplier. No Waivers or modifications shall be valid unless the same are in writing and executed by the parties hereto. This contract shall apply and accrue to the benefits of, and be binding upon, the heirs, executors, administrators, successors, and assigns of the respective parties.
LITIGATION	In the event of any litigation arising out of the Agreement, Supplier shall be entitled to its reasonable costs and expenses incurred including attorney's fees.
STATE LAWS	This Purchase Agreement shall be governed by the laws of the State of Texas.
RECEIPT OF A COPY	Customer hereby acknowledges the receipt of a copy of this Agreement at the time of its execution.

ACCEPTED BY CUSTOMER:

By: _____, _____ Its: _____, _____
SIGNATURE NAME POSITION COMPANY NAME DATE