

**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 c/o Granite Construction Incorporated or, if applicable, its subsidiary or 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](mailto: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 the California Consumer Privacy Act of 2018 (“CCPA”), as amended by the California Privacy Rights Act of 2020 (“CPRA”).

Categories of Personal Information Collected	Purposes Personal Information is Used
Identifiers and Contact Information. Examples include real name, alias, postal address, telephone number, mobile number, unique personal identifier, email address, online identifier, internet protocol address, account name, date of birth, social security number, driver’s license number, state identification card number, signature, passport number, bank account number, credit card or debit card number and other financial information, travel information, and other financial information, or other similar identifiers.	<ul style="list-style-type: none"> <li>• Responding to Consumer inquiries</li> <li>• Providing services or goods requested</li> <li>• Informing Consumers about Company products and services</li> <li>• Processing transactions</li> <li>• Shipping merchandise to Consumers</li> <li>• Ensuring security of transactions</li> <li>• Performing audits</li> <li>• Completing Government reporting requirements</li> <li>• Sending Consumers marketing communications</li> <li>• Communicating with Consumer</li> <li>• Responding to law enforcement requests or as required by applicable law</li> <li>• Complying with applicable laws</li> <li>• For other Everyday Business Purposes*</li> </ul>
Protected classification information. Examples include characteristics of protected classifications under state, provincial, or federal law.	<ul style="list-style-type: none"> <li>• Complying with applicable state and federal Equal Employment Opportunity laws</li> <li>• Designing, implementing, and promoting the Company’s diversity and inclusion programs</li> <li>• For Everyday Business Purposes*</li> </ul>
Audio, Electronic, Visual, Thermal, Olfactory, or Similar Information. Examples include: <ul style="list-style-type: none"> <li>• Photographs</li> <li>• Video images</li> <li>• Audio recordings</li> <li>• Voicemails</li> </ul>	<ul style="list-style-type: none"> <li>• Authentication of identity</li> <li>• Publication and marketing purposes</li> <li>• For premises security purposes and loss prevention</li> <li>• Compliance with legal and regulatory obligations, court or other government directives, and Company policies, procedures and code of conduct</li> <li>• Investigating complaints, reports of wrongdoing, and suspected violations</li> <li>• For other Everyday Business Purposes*</li> </ul>
Compliance information. Examples include: <ul style="list-style-type: none"> <li>• Compliance program data, including screening records, individual rights requests, consents, and other records maintained to demonstrate compliance with applicable laws, such as tax laws, Office of Foreign Assets Control (OFAC), anti-money laundering (AML), Foreign Corrupt Practices Act (FCPA)</li> </ul>	<ul style="list-style-type: none"> <li>• For complying with and demonstration of compliance with applicable laws</li> <li>• For legal matters, including litigation and regulatory matters, including for use in connection with civil, criminal, administrative, or arbitral proceedings, or before regulatory or self-regulatory bodies, including service of process, investigations in anticipation of litigation, or execution or enforcement of judgments and orders</li> </ul>

<ul style="list-style-type: none"> <li>• Records maintained in conjunction with legal matters or litigation or that are subject to legal holds</li> <li>• Records relating to complaints and internal investigations</li> <li>• Records of privacy and security incidents</li> </ul>	<ul style="list-style-type: none"> <li>• For other Everyday Business Purposes*</li> </ul>
<p>Inferences drawn from the PI in the categories above.</p>	<ul style="list-style-type: none"> <li>• Complying with applicable law</li> <li>• Business management</li> <li>• Preventing unauthorized access to or use of the Company’s property</li> <li>• Investigating complaints, reports of wrongdoing, grievances, and suspected violations</li> <li>• For other Everyday Business Purposes*</li> </ul>

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 the CCPA/CPRA, the Company will not discriminate against a Consumer because the Consumer exercised its Consumer rights under the CCPA/CPRA. 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](mailto:CCPA@gcinc.com).

\* “Everyday Business Purpose” includes the following purposes for which PI may be collected and used:

- To provide the information, product, or service requested by the individual or as reasonably expected given the context in which the PI was collected (such as credentialing, providing service, personalization and preference management, providing updates, and bug fixes)
- For identity and credential management, including identity verification and authentication, system and technology administration
- To protect the security and integrity of systems, networks, applications, and data, including debugging activities to identify and repair errors; detecting, analyzing, and resolving security threats and incidents; and collaborating with cybersecurity centers, consortia, and law enforcement regarding the same
- For fraud detection and prevention, including protecting against malicious, deceptive, fraudulent, or illegal activity, and collaborating with law enforcement and anti-fraud industry groups regarding the same
- For auditing related to interactions with an individual and auditing compliance with specifications and standards
- To perform services on behalf of us or a service provider, including maintaining or servicing accounts, providing customer service, processing or fulfilling requests, processing payments, providing advertising or marketing services, providing analytic services, or providing similar services on behalf of us or a service provider
- For short-term, transient use, subject to restrictions as may apply under applicable law
- For legal and regulatory compliance, including all uses and disclosures of personal information that are required or permitted by law or reasonably needed for compliance with company policies and procedures, such as anti-money laundering programs, security and incident response programs, intellectual property protection programs, and corporate ethics and compliance hotlines
- For internal business purposes, such as service provider management, finance, security, information technology, managing infrastructure and assets, record retention, budgeting, corporate audit, analysis, training, quality assurance, record keeping and reporting, strategic planning, emergency response and business continuity, and pursuing or defending legal or administrative claims
- To enforce our contracts and to protect against injury, theft, legal liability, fraud, or abuse or to protect people or property, including physical security programs
- To undertake internal research and activities to verify and maintain products or services and to develop changes to, or new, products and services
- To de-identify personal information or create aggregated datasets, such as for consolidating reporting, research, or analytics
- To make back-up copies for business continuity and disaster recovery purposes
- For corporate governance, including mergers, corporate reorganization, acquisitions, and divestitures

COMPANY NAME: \_\_\_\_\_

STREET ADDRESS: \_\_\_\_\_

CITY, STATE/ Province, ZIP: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_ FEDERAL ID No/BUSINESS 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 #

**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 INCORPORATED OR, IF APPLICABLE, ITS SUBSIDIARY OR 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.*

<b>EQUIPMENT OWNED</b>	DESCRIPTION: VALUE: \$ FINANCED BY:	LOAN BALANCE: \$ MO. PAYMENT: \$
<b>BUSINESS PROPERTY</b>	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 \$
<b>HOME</b>	<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: \$
<b>FINANCIAL INFORMATION</b>	CURRENT ASSETS  TOTAL ASSETS	CURRENT LIABILITIES:  TOTAL LIABILITIES:  NET WORTH:

**ACCOUNT AGREEMENT WITH TERMS OF SALE**

IN CONSIDERATION OF THE PROCESSING BY GRANITE CONSTRUCTION INCORPORATED OR, IF APPLICABLE, ITS SUBSIDIARY OR 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 (31<sup>st</sup>) 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 (10<sup>th</sup>) 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/province in which business is conducted. Buyer shall provide Seller with copies of payment bonds on all projects having payment bonds.

- 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, c/o Granite Construction Incorporated'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/presentation 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 in French Camp, California.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature of Guarantor

\_\_\_\_\_  
Type or Print Full Name of Guarantor