

# Confidential Credit Information



## SELLE SUPPLY COMPANY

Return To:

**Selle Supply Company**

5225 South Loop 289, Suite 200 • Lubbock, Texas 79424

Phone (806) 747-9401

Fax (806) 747-0124

# Application and Agreement for Credit

Company Name (Exact Legal Name) \_\_\_\_\_

DBA \_\_\_\_\_ Telephone \_\_\_\_\_ Fax \_\_\_\_\_

Street Address \_\_\_\_\_ P.O. Box # \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Corporation  State of Incorporation \_\_\_\_\_ Year of Incorporation \_\_\_\_\_

Partnership  Proprietorship  Number of Years in Business \_\_\_\_\_

Business Classification: (i.e. Mechanical, Erector, Etc.) \_\_\_\_\_

General Contractor  Sub-Contractor  Supplier  Other \_\_\_\_\_

Owner(s) or Officers

Name \_\_\_\_\_ Title \_\_\_\_\_ S.S.# \_\_\_\_\_

Res. Address \_\_\_\_\_ Res. Phone \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_ S.S.# \_\_\_\_\_

Res. Address \_\_\_\_\_ Res. Phone \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_ S.S.# \_\_\_\_\_

Res. Address \_\_\_\_\_ Res. Phone \_\_\_\_\_

Person to contact regarding accounts payable \_\_\_\_\_

**PLEASE ATTACH YOUR CURRENT FINANCIAL STATEMENT WHICH WILL BE HELD IN THE STRICTEST CONFIDENCE BY THIS OFFICE.**

**Bank Reference** \_\_\_\_\_ Address \_\_\_\_\_

Loan Officer \_\_\_\_\_ Telephone \_\_\_\_\_ Fax \_\_\_\_\_ Acct.# \_\_\_\_\_

**Bank Reference** \_\_\_\_\_ Address \_\_\_\_\_

Loan Officer \_\_\_\_\_ Telephone \_\_\_\_\_ Fax \_\_\_\_\_ Acct.# \_\_\_\_\_

**Trade References: (Must be Completed)**

Name \_\_\_\_\_ Acct # \_\_\_\_\_ Telephone \_\_\_\_\_ Fax \_\_\_\_\_

Mailing Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Name \_\_\_\_\_ Acct # \_\_\_\_\_ Telephone \_\_\_\_\_ Fax \_\_\_\_\_

Mailing Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Name \_\_\_\_\_ Acct # \_\_\_\_\_ Telephone \_\_\_\_\_ Fax \_\_\_\_\_

Mailing Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Name \_\_\_\_\_ Acct # \_\_\_\_\_ Telephone \_\_\_\_\_ Fax \_\_\_\_\_

Mailing Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Credit Line Requested \$ \_\_\_\_\_ Purchase Orders Required \_\_\_\_\_

How many invoice copies requested \_\_\_\_\_ Monthly Statement Requested \_\_\_\_\_

Tax Exempt:  Yes  No (If yes, please provide exemption certificate.)

## **Credit Terms Agreements and Conditions.**

1. Our terms are 1% 10 days/net 30 from date of invoice. The undersigned understands that failure to make payment within the terms extended is considered a default on the Credit Terms Agreement with Selle Supply Company, and undersigned shall be liable to pay the maximum rate of interest that may be charged under applicable law on any delinquent account, including collection and legal fees if such become necessary.

The undersigned also agrees to notify Selle Supply Company (by certified mail) regarding any changes in business ownership or business organization.

2. Exemption certificates must be furnished for tax exempt purchases. Sales Tax will be charged unless an exemption certificate is furnished prior to purchase. Do not deduct tax from your payment unless you furnish an exemption certificate.
3. Our invoices are mailed daily. Please pay from the invoice. Statements are mailed monthly and should be used for accounting purposes only.
4. We comply with the Lien laws of the State into which materials are shipped and/or services performed. This includes sending notices of unpaid accounts and intention to file a Lien to owners and/or general contractors. The following information must be furnished with each order:
  - a. Complete project name, street address, city and state.
  - b. If you are not the general contractor on the project, provide the general contractor's name, address, city, state, and telephone number.
  - c. If the project is bonded, provide the bonding company's name, address, city, state, and telephone number.

Failure to provide the required information may result in a suspension of credit privileges.

5. Advise us promptly of any problems caused by us such as defective material, improper billing, etc. Proper adjustments will be made to your account.
6. Buyers assume responsibility for the accuracy of verbal orders unless written confirmation is received prior to fabrication.
7. Written authorization must be obtained before returning any merchandise for credit. Returned materials will be assessed a FIFTEEN PERCENT (15%) restocking fee. Any materials returned must be unused and in original condition.
8. The seller warrants for a period of one year from date of delivery that the product is free from defects in materials and workmanship. This limited warranty is your exclusive warranty from the seller and describes the exclusive remedy available to any purchaser of the product. The product is not sold with any implied warranties, nor any warranty merchantability and/or other warranty of fitness for a particular purpose. In the sale of the product, seller makes no representation or warranty of any kind other than that stated herein and no person is authorized to alter this warranty orally.
9. It is expressly understood and agreed that the limit of the seller's liability shall be, at seller's sole option, repair or resupply of the product. Resupply shall mean furnishing free of charge (F.O.B. place of original purchase) a new shipment of the product (uninstalled) in an amount sufficient to replace any product found to be defective. All labor and service charges which may be incurred with respect to either the original or replacement product are excluded. **THE SELLER SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES, SUCH AS DAMAGE TO ANY BUILDING STRUCTURES TO WHICH THE PRODUCT IS AFFIXED OR ITS CONTENTS, NOR SHALL THE SELLER BE LIABLE FOR ANY DAMAGES WHICH ARE BASED UPON ALLEGED NEGLIGENCE, BREACH OF WARRANTY, STRICT LIABILITY OR ANY OTHER THEORY OTHER THAN THE LIMITED LIABILITY SET FORTH ABOVE. INCIDENTAL AND**

(Paragraph 9 Continued)

CONSEQUENTIAL DAMAGES SHALL NOT BE RECOVERABLE EVEN IF THE RESUPPLY REMEDY FAILS OF ITS PURPOSE OR FOR ANY OTHER REASON.

10. Any claim on account of damaged products, warranty, short count or for any other cause shall be deemed waived unless made in writing within 30 days from the date the defect or cause to which each claim relates is discovered or should have been discovered.

11. The above information has been given for the purpose of obtaining merchandise on credit and I warrant it to be true and correct. I authorize you to obtain written or oral credit reports, including those from any credit reporting agency. I further authorize any bank with whom I am doing or have done business of any type, to give any and all necessary information to you and I release any claim I may have for breach of contract or invasion of privacy because of information furnished to you. I further agree to pay all collection costs and attorney fees in the event this account must be placed in the hands of an attorney for collection.

Principal's Signature \_\_\_\_\_ Date \_\_\_\_\_

Principal's Signature \_\_\_\_\_ Date \_\_\_\_\_

**TO: Selle Supply Company**

The undersigned hereby requests you sell the above applicant, \_\_\_\_\_ (hereinafter called Primary Obligor) merchandise on an open account basis from time to time and in consideration thereof jointly and severally hereby guarantee prompt payment of any and every bill and invoice now or hereafter owed by Primary Obligor for merchandise purchased from you, said guaranty being continuing and unconditional. Any payment or performance due under this guaranty shall be made or performed at Lubbock, Lubbock County, Texas. The undersigned waived diligence of Selle Supply Company in the collection of said indebtedness or any part thereof, or in preserving liability of any party on any indebtedness guaranteed hereunder. The undersigned hereby waive any notice of protest, presented for payment, demand notice of protest, notice of non-payment, dishonor and default in any indebtedness guaranteed hereunder, and hereby agree, jointly and severally, to pay such indebtedness at maturity.

In the event of the death of a guarantor, the obligation of the deceased guarantor shall continue in full force and effect against his/her estate as to all indebtedness incurred by the Primary Obligor and in existence at the date of guarantor's death. In the event of an assignment by you of the indebtedness guaranteed hereby, all rights under said guaranty shall extend to your successors and assigns.

**The undersigned personal guarantor, recognizing that his or her individual credit history may be a necessary factor in the evaluation of this personal guarantee, hereby consents to and authorizes the use of a consumer credit report on the undersigned, by the above named business credit grantor, from time to time as may be needed, in the credit evaluation process.**

If this guarantee is referred to an attorney for collection or enforcement, the undersigned jointly and severally agree to pay reasonable attorney's fees and court costs in addition to the guaranteed indebtedness.

Principal's Signature \_\_\_\_\_ Date \_\_\_\_\_

Principal's Signature \_\_\_\_\_ Date \_\_\_\_\_