

APPLICATION FOR CREDIT

TEXAS BUILDING PRODUCTS

3261 Highway 108
Strawn, Texas 76475
Ph: (254) 672-5262
Fax: (254) 672-5841

Date Account Opened _____

Name of Business _____

Physical Address _____ **City** _____ **State** _____ **Zip** _____

Billing Address _____ **Ctiy** _____ **State** _____ **Zip** _____

Phone _____ **Fax** _____ **Mobile** _____

Email Address _____

Statement sent by: Fax _____ **E-Mail** _____ **U.S. Mail** _____
(Check One – If email is selected provide Email address _____)

Type of Business _____ **Business Started?** _____

Corporation Partenership Individual **Is your Company an LLC?** _____

Federal Tax ID# _____ **or Owners Social Security#** _____ - _____ - _____

DL# _____ **State** _____

IF Corporation complete Officer Information:

President _____ **Secretary** _____

Vice-President _____ **Treasurer** _____

If Partnership complete the following information:

Partner _____ **Partner** _____

If Individual complete the following information:

Owners Name _____ **Bank** _____

Bank Officers Name _____ **Phone** _____

AMOUNT OF CREDIT DESIRED: _____

X _____ **Title** _____
Signature of Applicant

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CHARGE ACCOUNT AGREEMENT

THIS AGREEMENT IS MADE AT STRAWN, TEXAS, AS OF _____(DATE) BY AND BETWEEN TEXAS BUILDING PRODUCTS COMPANY AND _____(CUSTOMER) AND IT IS HEREBY AGREED AS FOLLOWS:

1. CUSTOMER AGREES THAT UPON EXECUTION OF AN INVOICE IT ACKNOWLEDGES RECEIPT OF THE GOODS LISTED ON THE INVOICES AT THE PRICES DESIGNATED FOR SUCH GOODS ON THE INVOICE AND CUSTOMER AGREES TO PAY TEXAS BUILDING PRODUCTS FOR SUCH GOODS AT FORT WORTH, TARRANT COUNTY, TEXAS.
2. CUSTOMER AGREES THAT PAYMENT FOR GOODS SHALL BE MADE TO TEXAS BUILDING PRODUCTS CO. ON OR BEFORE THE 10TH DAY OF EACH MONTH FOLLOWING THE DATE UPON WHICH THE GOODS WERE RECEIVED. CUSTOMER AGREES THAT IF THE ENTIRE BALANCE SHOWN ON THE MONTHLY STATEMENT IS NOT PAID IN FULL ON OR BEFORE THE LAST WORKING DAY OF THE MONTH FOLLOWING THE DATE THE GOODS WERE RECEIVED BY CUSTOMER A FINANCE CHARGE CONSISTING OF PERIODIC INTEREST SHALL BE ASSESSED AGAINST THE ACCOUNT BY APPLYING PERIODIC RATE OF 1 ½% PER MONTH (AN ANNUAL PERCENTAGE RATE OF 18%) WHICH WILL ACCRUE ON ALL BALANCES DUE, OWING, AND UNPAID AFTER THE LAST WORKING DAY OF EACH MONTH UNTIL PAID.
3. IT IS THE INTENT OF TEXAS BUILDING PRODUCTS CO. AND CUSTOMER TO COMPLY WITH ALL APPLICABLE USURY LAWS, ACCORDING IT IS AGREED THAT IN NO EVENT SHALL THIS AGREEMENT REQUIRE THE PAYMENT OR PERMIT THE COLLECTION OF INTEREST IN EXCESS OF THE MAXIMUM AMOUNT PERMITTED BY LAW. IN THE EVENT THAT THE PROVISIONS OF THIS AGREEMENT WOULD RESULT IN A CONTRACT FOR INTEREST IN EXCESS OF THAT PERMITTED BY LAW THEN (1) CUSTOMER SHALL NOT BE OBLIGATED TO PAY THE AMOUNT OF SUCH INTEREST TO THE EXTENT THE FINANCE CHARGE IS IN EXCESS OF THE MAXIMUM AMOUNT OF INTEREST PERMITTED BY LAW.
4. CUSTOMER AGREES THAT, IN THE EVENT OF TEXAS BUILDING PRODUCTS CO, IT'S SUCCESSORS OR ANY OF IT'S AFFILIATED COMPANIES AND DIVISIONS, IS REQUIRED TO EMPLOY AN ATTORNEY FOR PURPOSES OF COLLECTION AND UNPAID AMOUNTS, CUSTOMER WILL PAY ALL COSTS OF COLLECTION, INCLUDING REASONABLE ATTORNEY'S FEES, IN ADDITION TO THE INTEREST ACCRUED ON SUCH UNPAID AMOUNTS AS PROVIDED FOR BY THIS AGREEMENT.
5. BY EXECUTION OF EACH INVOICE, CUSTOMER AFFIRMS THAT IT IS NOT INSOLVENT AS DEFINED BY THE TEXAS BUSINESS AND COMMERCE CODE OR THE UNITED STATES BANKRUPTCY CODE AND CUSTOMER AFFIRMS THAT THE GOODS RECEIVED BY CUSTOMER PURSUANT TO EACH INVOICE ARE NOT PURCHASED FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.

IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE DULY EXECUTED AS OF THE DAY AND YEAR ABOVE.

NAME OF BUSINESS

SIGNATURE OF OFFICER

DATE

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PERSONAL GUARANTY

In consideration for extending credit to the named applicant shown below, the undersigned intending to be legally bound, hereby agrees, jointly, individually and severally to guarantee payment to Texas Building Products it's successors, and assigns and any of its affiliated companies and divisions, all amounts due including service charges, interest, third-party collection fees, plus court costs and attorney fees. This guaranty is open, continuing, absolute, and unconditional and shall continue in full force, not withstanding any charges in the form of indebtedness, or any renewals or extensions as may be granted by Texas Building Products Co., until revoked in writing via Certified Mail. This guaranty shall be binding upon the undersigned, their executors, administrators and assigns, but shall not be assigned by them without written consent of Texas Building Products Co.

Print Name

Signature

Print Name

Signature

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AUTHORIZED BUYERS FORM

Please list in the spaces provided below only the owner, officers, or employees authorized to purchase for your company. By doing so, it will allow us to safeguard your account from un-authorized purchases. In the event that an authorized buyer listed here leaves your company or you decide you no longer want them to have charge authorization, please contact us as soon as possible so that we have your most current list at all times. Please send us any changes to the Authorized Buyers Form on your company's letterhead, signed by an owner or officer of the company.

Thank you for choosing Texas Building Products For your supplier, we appreciate your business.

Sincerely,

Vickie Hopkins
A/R Specialist

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TRADE REFERENCES

Company Name _____ Account Number _____

Address _____

City _____ State _____ Zip _____

Phone _____ Fax _____ Email _____

Company Name _____ Account Number _____

Address _____

City _____ State _____ Zip _____

Phone _____ Fax _____ Email _____

Company Name _____ Account Number _____

Address _____

City _____ State _____ Zip _____

Phone _____ Fax _____ Email _____

Confirmation of Information Accuracy and Release of Authorization to Verify:

I hereby certify that the information in this credit application is correct. The information included in this credit application is for use by Texas Building Products Co., its successors or affiliated companies and divisions in determining the amount and conditions of credit to be extended. I understand that Texas Building Products Co. may also utilize other sources of credit information which it considers necessary in making this determination. Further, I hereby authorize the bank and trade references listed in this credit application to release the information necessary to assist Texas Building Products its successors or affiliated companies and divisions in establishing a line of credit.

Terms: C.O.D. or Pre-payment until credit application is authorized. **Approved Accounts:** Net 10th FM
All replies will be held in strict confidence in accordance with and to the extent allowed by law.

Your interest and cooperation is sincerely appreciated.

Signature

Typed or Printed Name

Title

Date

Accounts Receivable