



# APPLICATION FOR CREDIT

COMPANY/BUYER NAME: \_\_\_\_\_ DATE \_\_\_\_\_

STREET ADDRESS \_\_\_\_\_ P.O. BOX \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_ PHONE \_\_\_\_\_ FAX \_\_\_\_\_

COMPANY STATUS:  CORPORATION  PARTNERSHIP  PROPRIETORSHIP  INDIVIDUAL  LLC

STATE OF INCORPORATION: \_\_\_\_\_ DATE OF INCORPORATION: \_\_\_\_\_ LOCATION OF HOME OFFICE: \_\_\_\_\_

ARE PURCHASES TAXABLE?  YES  NO IF NO, IS IT:  RESALE  OTHER (PLEASE INCLUDE TAX CERTIFICATE)

**OWNER(S), PARTNERS, OR OFFICERS:**

1. NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

2. NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

3. NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

**BANK REFERENCE:**

Name \_\_\_\_\_ Bank Officer \_\_\_\_\_ Address \_\_\_\_\_ Phone \_\_\_\_\_  
Fax \_\_\_\_\_

**TRADE REFERENCES:**

Name \_\_\_\_\_ Address \_\_\_\_\_ Phone \_\_\_\_\_

1. \_\_\_\_\_ Fax \_\_\_\_\_

2. \_\_\_\_\_ Fax \_\_\_\_\_

3. \_\_\_\_\_ Fax \_\_\_\_\_

AP / ACCOUNT CONTACT: NAME: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

PLEASE INCLUDE THE FOLLOWING WITH YOUR APPLICATION: ANTICIPATED MONTHLY VOLUME \$ \_\_\_\_\_

- a) Financial statements (preferably audited) for the latest fiscal year (Minimum-Balance Sheet and Income Statement).
- b) Most recent interim financial statements if those included in (a) above are over six months old.

I, the undersigned principal and/or authorized representative of the Buyer / credit applicant, hereby authorize all credit references, credit-reporting agencies and all previous or existing creditors contacted by Reed's Metals, an unincorporated division of Union Corrugating Company to furnish any credit information useful in their credit investigation of the applicant, guarantor, or any individual signing this agreement, from time to time as may be needed in the credit evaluation process. Applicant, by signing this Application for Credit, agrees that they have read, understand, and consent to the below/attached Terms and Conditions of Sale which are incorporated herein by reference and further declares that all information supplied herein is true, complete, and correct.

Signature (Officer/Owner) \_\_\_\_\_ Title \_\_\_\_\_

Printed Name \_\_\_\_\_ Date \_\_\_\_\_

FOR OFFICE USE ONLY	
Approved _____	Disapproved _____
Limit \$ _____	Notes _____
By _____	Date _____

**PERSONAL GUARANTEE:** If the Buyer or credit customer is a corporation, partnership, limited liability company, or other business form, then those signing this application, whether signing as an officer or not, personally guarantee payment for all items purchased on credit by Buyer. Additionally, for value received and in consideration of the credit that Seller may hereafter extend, the undersign(s) (hereinafter referred to as "Guarantor(s)") hereby jointly, severally, irrevocably and unconditionally personally guarantee payment when due to Seller, of any and all present or future indebtedness owed to Seller by the Buyer (hereinafter referred to as "Debtor"), and hereby agree to prompt and immediate payment of such indebtedness if default in payment thereof be made by the Debtor, plus all costs and attorney fees if placed for collection. The Guarantor(s) expressly waives notice of acceptance of guarantee demand, and notice of nonpayment, and consents to any extension of time of payment of any and all of the indebtedness hereby guaranteed. This guarantee is a continuing guarantee. This guarantee shall continue to apply to all sales made, services rendered, and advances made by Seller to the Debtor (also including but not limited to Debtor's subsidiaries and affiliates) and to all such present and future indebtedness however arising. This is intended to be a personal guarantee and not a corporate guarantee, and will personally bind the Guarantor(s) notwithstanding any title or designation made by me. The Guarantor(s) as personal guarantor, recognizing that his or her individual credit history report may be a necessary factor in the evaluation of this personal guarantee, hereby consents to and authorizes the use of a commercial, consumer or any other credit report on the undersigned by Seller from time to time as may be needed in the credit evaluation process.

\_\_\_\_\_, Individually \_\_\_\_\_, Individually  
Signature Date Signature Date

## TERMS AND CONDITIONS OF SALE

- All references to "Seller" shall refer to Reed's Metals, an unincorporated division of Union Corrugating Company. Seller and Buyer may sometimes collectively be referred to herein as the "Parties."
- The Parties expressly agree that the following terms and conditions (the "Terms and Conditions") shall apply to all sales between the Parties. The Parties agree that the Terms and Conditions cannot be waived, or amended without the express written consent of the Seller's President or Executive Vice-President. All terms and/or conditions contained in any document(s) issued by Buyer, whether conflicting with these Terms and Conditions or not, are deemed null and void and solely for the administrative convenience of Buyer.
- Payments due Seller under the terms of this sale and any other money due Seller by Buyer shall be paid to Seller in accordance with Seller's invoice at the location specified thereon. Unless otherwise agreed in writing by Seller's Credit Department, payment for the materials and/or services under this Agreement shall be C.O.D. In the event Seller grants Buyer credit terms, said credit terms are subject to change at any time, for any reason, in the sole discretion of Seller.

(Terms and Conditions of Sale continued on next page)

## TERMS AND CONDITIONS OF SALE (cont.)

4. Buyer agrees that any payment(s) accepted through Seller's lock box with release language does not bind Seller to the attempted release. Seller's agent(s) at the lock box that endorses and/or accepts checks for Seller is authorized only to accept unconditional payments, and no action by such agent(s) shall give rise to a claim of any other alleged authority, apparent or otherwise.
5. Any and all payment(s) deferred after the due date shall bear interest at the lesser of 1 ½ % per month or the maximum legal interest rate. If an invoice becomes past due and is placed in the hands of an attorney for collection or is collected by any legal proceeding(s), Buyer agrees to pay Seller all costs of collection, including but not limited to any and all attorneys' fees, costs incurred, interest, expenses, and any other charges. Seller shall have the right at any time to setoff or recoup any amount due and owing from Buyer to Seller or any of Seller's subsidiaries, divisions, or affiliates against any amount due and owing from Seller or any of its affiliates, divisions, or subsidiaries to Buyer.
6. Buyer grants to Seller a purchase money security interest in all materials, parts and accessories (as well as all finished goods and/or the proceeds from the sale thereof) described in and being purchased by Buyer pursuant to this Agreement. In addition, Buyer grants to Seller a security interest in all existing or subsequently arising accounts, accounts receivable and supporting obligations that hereafter come into existence during the term of this security interest as a result of Buyer's sale of any of the said materials, parts, accessories or finished goods thereof to any third party. The security interest herein granted by Buyer is to secure payment of the full purchase price and all other charges due and owing Seller under the terms of this sale. Buyer hereby agrees that Seller may use a facsimile copy of this or any other document between Buyer and Seller in lieu of any original document.
7. Unless specifically enumerated herein, the price does not include any taxes (including excise, privilege, occupation, use, sales, etc.; Federal, State or local) or costs of shipment. If Buyer asserts the purchase of the materials is exempt from sales tax, Buyer must immediately furnish Seller's Tax Department a valid tax exemption certificate. Buyer agrees to be bound by Seller's determination of the validity of any tax exemption certificate. Seller reserves the right to reject any and all tax exemption certificates presented to Seller after shipment of the materials. All materials sold hereunder are sold F.O.B. Seller's plants. Buyer hereby assumes sole and complete responsibility for the accuracy of any and all verbal orders unless written confirmation is received prior to fabrication. All products and materials sold to Buyer are final and cannot be returned to Seller for credit unless Buyer obtains prior written approval from Seller's authorized representative. A 25% restocking fee shall be charged on all returned materials. If Buyer delays delivery or refuses to take delivery on the date specified by Seller, then Seller may, in its sole discretion, invoice Buyer for the price of materials. Buyer shall reimburse Seller for the cost of storing materials if shipment is delayed by Buyer, and will assume sole and complete responsibility for any and all damages to the materials while in storage, including but not limited to damages caused by deterioration.
8. **Manufacturer's Warranties/Disclaimers** - Upon Seller's receipt of Buyer's payment in full of all outstanding invoices with Seller and subject to the terms and conditions set forth herein, Seller warrants its workmanship only against failure due to defective material or workmanship for a period of one (1) year from date of manufacture. Excepting any additional express written warranties Seller may issue to Buyer, all of which are specifically contingent upon Seller's receipt of payment in full, Seller makes no other warranties in connection with the materials sold hereunder. Seller does not warrant any products or materials that are not manufactured by Seller. **SELLER HEREBY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** Buyer's sole and exclusive remedy shall be limited to, in Seller's sole discretion, the replacement of defective part(s), F.O.B. Seller's plant or repair of defective part(s). Transportation, redesign, dismantling, disposal of material and installation are not included and shall be paid for by Buyer. Any such replacement or repair shall not include any materials not sold by Seller. Damage due to faulty or improper installation, erection or maintenance by others shall NOT be covered. As a condition precedent to the effectiveness of the foregoing warranty, the materials must be erected promptly after shipment from Seller's plant, without any undue delay, and must be erected in strict accordance with Seller's procedures and guidelines. Any damage to the materials not directly and wholly attributable to the negligence of Seller is not covered by this warranty. Additionally, misuse and abuse, lack of proper maintenance, and normal wear and tear are not covered by this warranty. **EXCEPT IN THE EVENT BUYER HAS PURCHASED AND SELLER HAS ISSUED A WEATHERTIGHTNESS WARRANTY FOR A SPECIFIC PROJECT (and then in accordance with Seller's Weathertightness Warranty), SELLER SHALL NOT BE RESPONSIBLE FOR OR LIABLE TO BUYER, OWNER(S) OR ANY OTHER THIRD PARTY, IN ANY RESPECT FOR, AND SELLER HEREBY EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY, WARRANTIES, OR REPRESENTATIONS PERTAINING TO WATER LEAKS OR MOISTURE INTRUSION(S), DAMAGE(S) TO THE BUILDING(S), OR ANY COMPONENTS OR CONTENTS THEREOF, INCLUDING BUT NOT LIMITED TO DAMAGE(S) OR CLAIMS PERTAINING TO MOLD, MILDEW, FUNGI, OR INTERRUPTION IN THE USE OF THE BUILDING(S). SELLER'S SOLE LIABILITY, IF ANY, TO BUYER SHALL BE STRICTLY LIMITED TO THE EXPRESS WRITTEN WARRANTIES SPECIFIED HEREIN, AND BUYER AGREES AND STIPULATES THAT SELLER SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, LIQUIDATED, EXEMPLARY OR PUNITIVE DAMAGES, WHICH BUYER, ITS CUSTOMER, OR ANY OTHER THIRD-PARTY MAY ALLEGEDLY SUFFER FOR ANY REASON, INCLUDING REASONS ATTRIBUTABLE TO SELLER. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT SELLER'S MAXIMUM AGGREGATE LIABILITY, WHETHER IN AGREEMENT, UNDER ANY WARRANTY, IN TORT (INCLUDING NEGLIGENCE), IN STRICT LIABILITY OR OTHERWISE SHALL NOT EXCEED THE AMOUNT OF THE PURCHASE PRICE ACTUALLY PAID BY BUYER WITH RESPECT TO THE SUBJECT MATERIALS.** Buyer intends that these limitations on Seller's liability are to be liberally construed in favor of Seller to eliminate any other liability of Seller other than repair or replacement of defective parts or products in accordance with Seller's Express Warranty. Buyer hereby waives any claim or defense that the above covenants are unenforceable, void or avoidable. Buyer agrees and stipulates that oil-canning of materials shall not be a cause of rejection of materials. Claims for shortages or defective materials must be made to Seller in writing within five (5) days after delivery of shipment (which the Parties agree and stipulate is a reasonable time), or any and all such claim(s) shall be conclusively waived and released by Buyer. Notwithstanding the foregoing, installation of materials shall constitute irrevocable acceptance of such materials.
9. Seller shall be under no obligation to accept or perform a request for change order unless Buyer unconditionally accepts in writing, without alteration or adjustment, the change order at the prices and terms quoted by Seller. Either party may cancel an order by giving written notice to the other party not less than seven (7) days prior to the cancellation date. In the event of such cancellation, Buyer agrees to pay Seller for any and all costs and damages occasioned thereby.
10. Seller shall not be liable to Buyer for any loss or damage due to force majeure conditions including, without limitation: fire; flood; epidemics; quarantine; lightning; embargo; explosion; power surge or failure; acts of God; war; labor or employment disputes; civil disturbances; acts of civil or military authority; inability to secure materials, fuel, products or transportation facilities; acts or omissions of suppliers; or any other causes beyond Seller's control. **FURTHER, BUYER HEREBY AGREES AND STIPULATES THAT, IN THE EVENT SELLER RECEIVES NOTIFICATION OF A PRICE INCREASE(S) FROM ANY OF ITS SUPPLIERS BETWEEN THE DATE OF THIS AGREEMENT AND THE DATE SCHEDULED FOR DELIVERY OF THE MATERIALS COVERED HEREBY, SELLER RESERVES THE RIGHT, IN ITS SOLE DISCRETION AND JUDGMENT, TO INCREASE THE PURCHASE PRICE STATED HEREIN IN AN AMOUNT CORRESPONDING TO SAID PRICE INCREASE(S).**
11. These Terms and Conditions are governed by and shall be construed in accordance with the laws of the State of Texas. Buyer hereby acknowledges, consents, stipulates and agrees that any and all claims, actions, proceedings or causes of action relating to the validity, performance, interpretation, and/or enforcement hereof shall be submitted exclusively to a court of competent jurisdiction in Houston, Harris County, Texas. Buyer irrevocably waives any claims that litigation brought in any such court has been brought in an inconvenient forum or improper forum. **FURTHER, BOTH BUYER AND SELLER KNOWINGLY AND VOLUNTARILY AGREE NOT TO ELECT AND EXPRESSLY WAIVE A TRIAL BY JURY WITH RESPECT TO THIS AGREEMENT AND/OR THE DOCUMENTS CONTEMPLATED HEREBY FOR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION HEREWITH.**
12. If any provision or portion thereof, of these Terms and Conditions is found to be invalid or unenforceable, to any extent, such provision shall be fully severable and the remaining provisions of this Agreement shall remain in full force and effect. If permitted by law, the Parties agree that the invalid or unenforceable provision shall be enforced to the maximum extent allowable under applicable law or replaced with a valid and enforceable provision that achieves the original intent of the Parties. These Terms and Conditions contain the entire agreement between the Parties and supersede all prior agreements, written or verbal, excepting only Seller's Purchase Order and/or Sales Order and invoice. Neither of the Parties has relied on any statements or representations that have been made by the other Party that are not set forth herein.