



Customer Credit Application

Prime Supply and Affiliated Companies

For Office Use Only

Sales Rep Name: _____

Items Required:

- CIS Dated: _____
- Terms & Conditions signed
- Personal Gauranty-2 pgs
Witnesses or Notarized
- Resale Certificate if Applicable

Please complete this application to establish an account with Prime Supply (Creditor). This application will also apply to any of Creditor's successors in interest, affiliated companies, subsidiaries, and/or assigns with whom you may do business with in the future. All information below must be completed. The Open Account Credit and Security Agreement and the Personal Guaranty must be executed before this application is reviewed. Creditor will rely on the information provided by you to determine approval and type of account. Creditor will rely on this information to sell goods to you.

Business' Legal or Incorporated Name: _____

DBA, Fictitious, or Tradenames Used (if applicable): _____

Street Address: _____

City: _____ State: _____ Zip Code: _____ County: _____

Phone: _____ Fax: _____ Federal ID # _____

Business Status: Corporation Partnership Limited Liability Company
 Proprietorship Other

ALL PURCHASES ARE SUBJECT TO SALES/USE TAX. IF YOUR COMPANY IS EXEMPT, A COPY OF YOUR TAX/USE EXEMPTION CERTIFICATE MUST BE ATTACHED TO THIS APPLICATION.

A. PROVIDE THE FOLLOWING INFORMATION FOR ALL OFFICERS, PROPRIETERS, PARTNERS, AND/OR PRINCIPALS OF THE BUSINESS ENTITY.

1. Name: _____ SSN: _____

Home Address: _____ Driver License# _____

City: _____ State: _____ Zip Code: _____ Own Rent

Title with Company: _____ Mobile Phone: _____

2. Name: _____ SSN: _____

Home Address: _____ Driver License# _____

City: _____ State: _____ Zip Code: _____ Own Rent

Title with Company: _____ Mobile Phone: _____

3. Name: _____ SSN: _____

Home Address: _____ Driver License# _____

City: _____ State: _____ Zip Code: _____ Own Rent

Title with Company: _____ Mobile Phone: _____

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B. BANK REFERENCE

Name of Bank: _____ Checking Account #: _____

Bank Address: _____ Savings Account #: _____

City: _____ State: _____ Zip Code: _____ Phone: _____

Bank Officer: _____

C. COMMERCIAL SUPPLIER REFERENCES (MINIMUM OF 3)

1. Name: _____
Address: _____
City: _____ St: _____ Zip: _____
Phone: _____ Fax: _____
Account#: _____

4. Name: _____
Address: _____
City: _____ St: _____ Zip: _____
Phone: _____ Fax: _____
Account#: _____

2. Name: _____
Address: _____
City: _____ St: _____ Zip: _____
Phone: _____ Fax: _____
Account#: _____

5. Name: _____
Address: _____
City: _____ St: _____ Zip: _____
Phone: _____ Fax: _____
Account#: _____

3. Name: _____
Address: _____
City: _____ St: _____ Zip: _____
Phone: _____ Fax: _____
Account#: _____

6. Name: _____
Address: _____
City: _____ St: _____ Zip: _____
Phone: _____ Fax: _____
Account#: _____

D. GENERAL INFORMATION

1. Years in Business: _____ Years Under Present Ownership: _____

Accounts Payable Contact: _____ A/P Phone: _____ A/P Fax: _____

Tax Exempt: YES NO (if "YES", please attach a copy of your exemption certificate)

Other Business(es) Where Principals Have an Interest: _____

Have you ever had credit with us before? YES NO Credit Limit Requested Now: _____

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Prime Supply and Affiliated Companies

In CONSIDERATION for the establishment of an open credit account with Prime Supply including any successors in interest, affiliated companies, subsidiaries, and or assigns ("CREDITOR"), and _____ ("BUYER"), this ____ day of _____ 20__ agrees to the following:
(Print Your Company/Business Name Here)

TERMS AND CONDITIONS

1. Payment in full must be received by CREDITOR on or before the due date and at the address as stated on the statement or invoice.
2. BUYER acknowledges and agrees that CREDITOR'S corporate address is located at 6525 Baker Blvd, Fort Worth, Texas, 76118.
3. BUYER agrees that this Open Account Credit and Security Agreement ("AGREEMENT") shall be deemed to have been made in the United States in the State of Texas and shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by the laws of the State of Texas, without reference to principals of conflicts of laws thereof. To the fullest extent permitted by law, BUYER consents to submit to the jurisdiction of the court of or for the State of Texas in connection with any action or proceeding arising from or related to this AGREEMENT. The venue for all suits, counterclaims, causes of actions and or legal proceedings arising from or related to this AGREEMENT shall be instituted and maintained , at CREDITOR'S discretion, in any court of competent jurisdiction in county of Tarrant, in the State of Texas.
4. If the account becomes delinquent, BUYER agrees to pay a 1-1/2% per month late charge on outstanding balances.
5. In the event that it becomes necessary to place the account with an attorney and/or third parties for the collection of any unpaid balances, BUYER agrees to pay all costs of collection, including pre-judgment reasonable attorney fees, collection costs, interest, post-judgment attorney fees, interest, collection costs, and all costs and fees related to any appellate proceedings, if applicable.
6. This AGREEMENT shall be binding upon and inure to the benefit of CREDITOR and BUYER, their successors, assigns, and personal representatives, provided that the BUYER shall not assign or delegate its rights and obligations herein without the prior written approval of CREDITOR. CREDITOR may assign, transfer or delegate its rights under this AGREEMENT, to any party, at any time, without notice to BUYER.
7. BUYER hereby appoints CREDITOR and/or its agents as BUYER'S Attorney-in-fact to execute on BUYERS' behalf any Financing Statement or documents required by CREDITO to protect or enforce its security interests.
8. CREDITOR and BUYER hereby knowingly, voluntarily, and intentionally waive any right to trial by Jury in and Suit, Action, Proceeding, or Counterclaim concerning any rights under this AGREEMENT, any related document, or under any other document delivered or which may in the future be delivered in connection with or arising from any relationship, existing in connection with this AGREEMENT, and agree that any such Suit, Action, Proceeding, or Counterclaim shall be tried before a court and not before a jury. This provision is a material inducement for CREDITOR to enter into this AGREEMENT.
9. CREDITOR may require, as part of the approval process in determining whether or not to extend credit to BUYER up to three year's of financial statements and/or tax returns to substantiate the financial ability of BUYER to repay obligations incurred during the course of business with CEDITOR. Failure to provide such documentation within 15 days of receiving the request may result in denial of future credit privileges and/or reduction in credit granted. Any amounts owed that exceed the revised credit limit as a result of this action may become due and payable immediately upon written notification of the revised credit limit.
10. The individuals, or BUYER applying for credit, and the Proprietors, Partners, Principals, and/or Officers of the BUYER authorize CREDITOR to verify the credit references, and to obtain, and as needed from time to time to obtain, consumer credit reports on each of the Proprietors, Partners, Principals, and/or Officers named herein in order to evaluate or to re-evaluate whether to extend or continue to extend credit to the individuals and/or BUYER applying for an Open Account.
11. BUYER acknowledges receipt of the following notice:
Notice: The Federal Equal Credit Opportunity Act prohibits creditors from discrimination against credit applicants on the basis of race, color, religion, national origin, age, sex, or marital status, the fact that all or part of the applicant's income is derived from a public assistance program, or the fact that the applicant has in good faith exercised any right under the consumer protection act. The Federal Agency that administers compliance with this law concerning the creditor is the Federal Trade Commission, Pennsylvania and 6th Street, N.W., Washington, DC 20580.

The undersigned agrees to the above mentioned Terms and Conditions and acknowledges receipt of a copy of this application.

Authorized Signature: _____ **Title:** _____ **Date:** _____

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