



CREDIT APPLICATION FOR A BUSINESS ACCOUNT

GENERAL INFORMATION

Date:

Amount of Credit Requested:

Where did you hear about Stuart Hose Co.?

Salesman:

Yellow Pages:

Word of Mouth:

Other:

SALES INFORMATION

Stuart Sales Representative:

BUSINESS CONTACT INFORMATION

Name:

Title:

Company name:

Phone:

Fax:

E-mail:

Registered company address:

City:

State:

ZIP Code:

Type of Business:

Years in Business:

Annual Sales:

Net Worth:

Sole proprietorship:

Partnership:

Corporation:

Other:

Federal Tax ID or SS Number:

Dun & Bradstreet Number:

BUSINESS INFORMATION

Primary business address:

City:

State:

ZIP Code:

How long at current address?

Telephone:

Fax:

E-mail:

Is this company owned by another company?

If yes, name and address of parent company?

BILLING INFORMATION

Billing address:

City:

State:

ZIP Code:

Purchasing Agent:

Are Purchase Orders Required:

AP Contact:

AP Phone:

AP E-mail:

Invoicing Preference:

Mail

E-mail:

E-mail if Preference is E-mail:

Are you a reseller or are you tax exempt:

Please send sales tax resale certificate or tax exemption certificate with application.

OFFICERS

Officer Name:		Phone:	
Address:			
City:		State:	ZIP Code:
Officer Name:		Phone:	
Address:			
City:		State:	ZIP Code:
Officer Name:		Phone:	
Address:			
City:		State:	ZIP Code:

BANK REFERENCE

Bank name:			
Bank address:		Phone:	
City:		State:	ZIP Code:
Type of account:	Account number:		
Savings			
Checking			
Other			

BUSINESS/TRADE REFERENCES
PLEASE INCLUDE AT LEAST 3 COMMERCIAL ACCOUNTS ACTIVE FOR AT LEAST 6 MONTHS

Company name:			
Address:			
City:		State:	ZIP Code:
Phone:	Fax:	E-mail:	
Type of account:			
Company name:			
Address:			
City:		State:	ZIP Code:
Phone:	Fax:	E-mail:	
Type of account:			
Company name:			
Address:			
City:		State:	ZIP Code:
Phone:	Fax:	E-mail:	
Type of account:			
Company name:			
Address:			
City:		State:	ZIP Code:
Phone:	Fax:	E-mail:	
Type of account:			

TERMS AND CONDITIONS

<p>1. Terms and Conditions. Customer hereby acknowledges that it seeks to purchase certain goods and services from Stuart Hose and Pipe Corporation ("Stuart"). This application shall be for the benefit of Stuart on its own behalf, and on behalf of any other related or affiliated companies that may provide such goods and/or services. Customer agrees that such purchase shall be subject to the following terms and conditions unless these terms and conditions are superseded or modified in writing by any separate agreement between Stuart and Customer. The terms and conditions hereof or in any separate agreement between the parties shall supersede any purchase order issued by Customer. Acceptance or use of the goods and services in any form by Customer or its agents or contractors constitutes Customer's acceptance of and agreement with the terms and conditions hereof.</p> <p>2. Price and Payment. Customer shall pay Stuart the charges indicated on any invoice received by Customer from Stuart. All amounts shall be due and payable 30 days from the invoice date, unless otherwise agreed in writing by the Stuart prior to purchase. All amounts not paid by the due date thereof shall be subject to a late fee of the lower of 1 1/2% per month or the highest rate under applicable law. Customer shall pay when due all sales, use and excise or similar taxes or levies related to such invoices.</p> <p>3. Warranty Disclaimer and Remedies. EXCEPT AS PROVIDED IN ANY SEPARATE WRITTEN LIMITED WARRANTY, STUART MAKES AND CUSTOMER RECEIVES NO WARRANTY, EXPRESS OR IMPLIED, AND/OR ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED.</p> <p>4. Limitation of Liability; Indemnity. A. In no event shall Stuart be liable to Customer for damages in an amount that exceeds the invoice amount or other charges paid by Customer for the goods and services in question in the year the claim accrued. Further, in no event shall Stuart be liable for any other claims, regardless of the form of action, or for any other damages whether direct, indirect, incidental, special or consequential, including but not limited to, lost business and lost profits, whether foreseeable or not, even if Stuart has been advised of the possibility of such damages.</p>	<p>B. Customer agrees to indemnify and hold Stuart harmless from and against any claim made by any third party that arises from or is in any way connected with the performance of any services by Customer, or the acts or omissions of Customer.</p> <p>5. Default. Customer shall be in default if: (a) it fails to pay any fees and charges when due; (b) breaches any of the terms and conditions hereof or of any separate agreement between Stuart and Customer; (c) it ceases the conduct of active business; (d) any proceedings under any insolvency laws are instituted against Customer; or (e) Customer makes an assignment for the benefit of creditors, or admits in writing its inability to pay its debts as they come due. Stuart may terminate any agreement it has with Customer, and Customer shall pay all accrued fees and charges.</p> <p>6. Miscellaneous Provisions. A. Relationship. Neither party shall represent to third parties that it is the representative of the other in any manner or capacity whatsoever. B. Attorney Fees. Customer shall pay all costs, expenses, losses, damages and reasonable attorney fees incurred by Stuart in the collection of any amounts owed by Customer and not paid when due or in the exercise by Stuart of any of its rights or remedies hereunder, or as a result of enforcing any of these terms and conditions. C. Limits on Actions; Waiver. No action may be brought by either party more than two (2) years after the cause of action has accrued. No delay or failure of either party in exercising any rights hereunder, and no partial or single exercise thereof shall be deemed of itself to constitute a waiver of such right or any other right hereunder. In the event that any court declares any provision of these terms and conditions void or unenforceable, the validity of any other provisions shall not be affected thereby. D. Obligation. Neither the Customer nor the Stuart shall have any obligation to sell or purchase or to continue to sell or purchase any goods under this agreement. E. Governing Law. These terms and conditions shall be governed by and construed in accordance with the laws of the State of Texas without giving effect to choice of law provisions. This Agreement is performable in and all claims by or against Stuart arising out of its provision of goods and services must be filed in Tarrant County, Texas. Customer consents to the jurisdiction of Texas courts.</p>
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The undersigned hereby represents and warrants that he/she is duly authorized to sign this Credit application and Agreement on behalf of the Customer.

SIGNATURE: _____ DATE: _____
(AUTHORIZED SIGNATURE ONLY)

PRINT NAME OF SIGNER: _____

TITLE: _____

**YOUR CREDIT APPLICATION WILL NOT BE PROCESSED WITHOUT A SALES TAX
CERTIFICATE AND AP CONTACT INFORMATION.**

**PLEASE INCLUDE COPIES OF YOUR MOST RECENT AUDITED FINANCIAL STATEMENTS WITH
YOUR COMPLETED APPLICATION. IF AUDITED FINANCIAL STATEMENTS ARE UNAVAILABLE
PLEASE INCLUDE YOUR MOST RECENT UNAUDITED FINANCIAL STATEMENTS.**

PLEASE RETURN COMPLETED CREDIT APPLICATION TO:

**EMAIL: ar@stuarthose.com
CREDIT DEPT. FAX: 817-334-0668
MAIL: STUART HOSE & PIPE
ATTENTION CREDIT DEPT.
701 RIVERSIDE DRIVE
FORT WORTH, TX 76111**

OFFICE USE ONLY - CREDIT VERIFICATION
References Checked By:
Credit Approved By:
Terms:
Credit Limit:
Date:
Credit Refused By:
Sales Tax Certificate Received:
Personal Guaranty Received:
Financial Statements Received:

701 Riverside Drive • Fort Worth, TX 76111 • 817-332-5297
2621 Irving Blvd • Dallas, TX 75207 • 214-631-6682
542 E. State Hwy 121 • Lewisville, TX 75057 • 972-221-5731
2734 W. Kingsley, Suite M • Garland, TX • 214-703-0994
100A Rothrock Dr. • Longview, TX 75062 • 903-236-7274
4851 Homestead Rd, Suite 148 • Houston, TX 77028 • 713-678-4283
1900 S. Midkiff Rd. • Midland, TX 79701 • 432-682-4673



PERSONAL GUARANTY

I, _____, hereby authorize Stuart Hose & Pipe Company, its affiliates, and agents to access or pull my personal consumer credit profile from any of the major Credit Bureaus. This authorization is given with the full understanding that I am an officer/director of a corporation or owner of a business entity known as _____, for which I am the Guarantor for any and all payments owed to Stuart Hose & Pipe. This authorization may be used in conjunction with any signed credit application on behalf of the corporation/company or myself where Stuart Hose & Pipe is concerned.

Signature of Officer or Director (only)

Date

Social Security Number

Address