

## APPLICATION FOR CREDIT

### BUSINESS INFORMATION:

LEGAL BUSINESS NAME: \_\_\_\_\_ DBA: \_\_\_\_\_

BILLING ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

LOCAL STREET ADDRESS: \_\_\_\_\_

*(If different than above)*

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

Would you prefer Invoices and statements to be emailed?  YES  NO

A/P CONTACT NAME: \_\_\_\_\_ EMAIL: \_\_\_\_\_

CORPORATION  L.L.C.  PARTNERSHIP  SOLE PROPRIETOR

SOLE PROPRIETOR NAME (if applicable): \_\_\_\_\_ SS#: \_\_\_\_\_

FEDERAL TAX ID NUMBER: \_\_\_\_\_ DATE ESTABLISHED: \_\_\_\_\_

ARE ORDERS TAX EXEMPT?  YES  NO RESALE #: \_\_\_\_\_ STATE: \_\_\_\_\_

PURCHASER 1: \_\_\_\_\_ PHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

PURCHASER 2: \_\_\_\_\_ PHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

ARE PURCHASE ORDERS REQUIRED?  YES  NO

WILL ORDERS TYPICALLY BE FOR WILL CALL:  YES  NO

*(If orders will usually need to be delivered please provide address below)*

DELIVERY ADDRESS: \_\_\_\_\_

### COMPANY OFFICERS / OWNERS / PARTNERS:

1. NAME: \_\_\_\_\_ POSITION: \_\_\_\_\_ PHONE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ EMAIL: \_\_\_\_\_

2. NAME: \_\_\_\_\_ POSITION: \_\_\_\_\_ PHONE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ EMAIL: \_\_\_\_\_

### BANK REFERENCE:

BANK NAME: \_\_\_\_\_ PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

ACCOUNT OFFICER NAME: \_\_\_\_\_

*Please continue to next page*

## APPLICATION FOR CREDIT

### TRADE REFERENCES:

1. COMPANY: \_\_\_\_\_ PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

EMAIL: \_\_\_\_\_

2. COMPANY: \_\_\_\_\_ PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

EMAIL: \_\_\_\_\_

3. COMPANY: \_\_\_\_\_ PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

EMAIL: \_\_\_\_\_

IN ORDER TO HELP US ESTABLISH AN APPROPRIATE LINE OF CREDIT PLEASE ESTIMATE YOUR MONTHLY VOLUME WITH J&J STEEL COMPANY: \_\_\_\_\_

By signing this credit agreement, the individual executing this application below on behalf of the Buyer, individually and personally, represents and guarantees to Kevin D. Ballard, Inc. DBA J&J Steel Company that 1. He/She is authorized to execute this application on behalf of the buyer; 2. the information set forth in this application is accurate and complete; 3. Buyer agrees the prevailing party in any proceeding relating to this application or to resolve a dispute with J&J Steel Company will be entitled to recover its costs, including attorneys' fees, collection agency fee, from the other party; 4. Buyer agrees to pay all bank fees for each check issued by Buyer to J&J Steel Company which is returned unpaid or marked NSF; and 5. the terms and conditions of this application apply to all sales to Buyer.

By signing this application, Buyer hereby grants J&J Steel Company permission to obtain Buyer's credit information and verification by companies and financial institutions that the Buyer has specified on this document and from others that J&J Steel Company becomes aware of during the credit review process; or to periodically update financial information at the Seller's request.

In order for J&J Steel Company to sell to Buyer, Buyer hereby represents and guarantees that it is solvent and that it pays its obligations as they become due. The preceding representation and guarantee will be deemed to be repeated in each purchase by Buyer.

The terms on this credit application and agreement overrides all others

I (we) understand that the information furnished above is for the purpose of obtaining credit from J & J Steel Company. That I (we) authorize in my (our) capacity to bind my (our) firm accordingly. That all Monies due J&J Steel Company shall be due and payable at J&J Steel Company. That the terms are NET 30 DAYS. That all past due accounts, notes or judgments will automatically draw interest at the current maximum allowed on open account transactions in the State of Texas.

LEGAL COMPANY NAME: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

SIGNATORY NAME (PRINT): \_\_\_\_\_ TITLE: \_\_\_\_\_

In consideration of the credit being extended to the above firm, I personally guarantee all indebtedness hereunder. I further agree that this guaranty is an absolute, completed and continuing one and no notice of indebtedness or any extension of credit already or hereafter contracted by or extended to, need be given. The terms may be rearranged, extended and/or renewed without notice to me. That I will within five (5) days from date of notice of past due account will pay the full amount due.

AUTHORIZED SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

SIGNATORY NAME (PRINT): \_\_\_\_\_ TITLE: \_\_\_\_\_

**THIS APPLICATION MUST BE COMPETED IN FULL TO BE CONSIDERED FOR CREDIT TERMS.**

*Please continue to next page*

## TERMS AND CONDITIONS

**CONTINUING AGREEMENT:**

Buyer wished to purchase and Seller wishes to sell Goods for a mutually agreed upon price, on an ongoing basis. Because it is agreed that such an arrangement will benefit both parties and for mutual consideration, the undersigned, individually, jointly and severally agree to the following terms and conditions for all purchases Buyer makes from Seller. Each order, with attachments, shall exist concurrently and cumulatively with these terms and conditions, the terms and conditions of seller’s credit application, and any credit terms specific to that Order.

**TERMINATION BY SELLER:**

If (1) Buyer fails to make any payment when due and owing; (2) Buyer commits a material or anticipatory breach of the Order, Seller’s credit terms, or this agreement; (3) Buyer becomes insolvent, or enters voluntary or involuntary bankruptcy or receivership; then Seller shall have the right (without prejudice to any other rights or remedies it may have hereunder or by operation of law) to terminate the order and to seek all remedies available, at law of in equity.

**SALES OR USE TAX:**

Buyer shall be responsible for paying any and all taxes that may be imposed on the Order by any taxing authorities unless, prior to shipment or pick-up, Buyer provides seller with (1) a valid sales or use tax exemption, (2) a signed copy of their original resale certificate or, (3) written documentation of any other tax exemptions verifying tax exempt status. When invoicing orders J&J Steel Company will use all available information in an attempt to charge the appropriate tax in effect on shipment date, as required by the Sate of Texas or State of New Mexico. However, should a subsequent audit reveal that a different tax is due than what the Seller included in its invoice to the Buyer, Buyer agrees to pay any additional tax due and Seller agrees to refund any excess tax that was erroneously collected.

**PAYMENT & CREDIT TERMS:**

Seller’s Credit Department, at it’s sole discretion, shall have the right to approve and assign Buyer credit, set credit limits, and increase, decrease, modify or terminate Buyer’s credit privileges and/or payment terms at any time. Unless Seller notifies Buyer otherwise, the following terms will apply:

First time or occasional Buyers shall pay cash on delivery for the contract value of the Order, including applicable taxes and freight chargers, if any, on or before date of delivery, if Buyer is picking up Goods, at the time Buyer picks up the order. Payment shall be made by credit card, cash, check or cashier’s check payable to J&J Steel Company. Acceptance of a personal or company check is at Seller’s sole discretion.

Subject to approval by Seller’s credit department, Buyers can establish an Open Account with Seller by completing a credit application. Lines of credit are granted or denied based on the Seller’s review of Buyer’s credit references, the customers overall credit history, years in business, financial strength, and history with Seller. Orders are not eligible for processing until Seller’s credit department has completed a credit evaluation, approved Buyer for Open Account status and established satisfactory payment terms. Seller does not guarantee that all applying Buyers will qualify for Open Account status or that Open Account status is applicable on orders that exceed Buyers established credit limit. Seller shall not be responsible for delays due to credit department review.

Open Account Buyers must maintain good credit and a prompt pay history to keep open account privileges. Seller’s Credit Department reserves the right to request and receive Buyer’s updated financial information, when Seller’s Credit Department deems necessary, in order to maintain Buyer’s Open Account status and credit limit. Open Account status may be revoked, at any time, at Seller’s discretion. Buyer agrees that all current obligations shall become immediately due and payable in the event of (a) Buyer’s failure to accept an order when ready for shipment or pick-up (b) Buyer’s failure to pay debts as they become due (c) Buyer’s failure to comply with Seller’s credit or payment terms (d) Buyer’s dissolution, bankruptcy, insolvency, or death (e) termination of the contract by Buyer or Seller for any reason (f) Buyer’s failure to provide satisfactory security or assurance for performance of Buyer’s obligations if requested by seller (g) any breach or anticipatory breach of contract.

**PAST DUE ACCOUNTS AND DISPUTE RESOLUTION:**

If Buyer fails to fulfill the terms of payment, Seller may, at his option, defer additional order acceptance, shipment or pick-up, put Buyer’s account on “Credit Hold” and/or require 100% prepayment of any current or future order. At Seller’s option he may add interest to amount past due - interest will be determined by the maximum non-usurious amount allowed by law. Any open account standing may be revoked and reevaluated. Seller will attempt to notify any Buyer who is placed on Credit Hold status, but it is ultimately the Buyer’s responsibility to know his account status at all times. Returns are accepted at Seller’s discretion only, and restocking fee may be applied. All special orders are subject to full charge at discretion of Seller upon return of merchandise.

**BUYER:**

Agreed and Accepted by Buyer

SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**SELLER:**

Agreed and Accepted by Seller

SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

## CREDITOR AUTHORIZATION RELEASE FORM

Regulations regarding the divulgence of credit information require creditors to obtain written authorization from their customers before the release of any information regarding their account(s). Please provide all of the information requested in the Release form below. Any areas of this form left incomplete may cause undue delay in processing your Credit Application. Sign and return the completed authorization form to J&J Steel Company along with your completed Credit Application. I hereby give my permission/authorization for J&J Steel Company to release information regarding my account per the information I/We have provided in the attached Credit Application.

LEGAL COMPANY NAME: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

SIGNATORY NAME (PRINT): \_\_\_\_\_ TITLE: \_\_\_\_\_

# TEXAS RESALE CERTIFICATE

Name of purchaser, firm or agency	Phone (Area code and number)
Address (Street & number, P.O. Box or Route number)	
City, State, ZIP code	
Texas Sales or Use Tax Permit Number (or out-of-state retailer's registration number or date applied for Texas Permit – must contain 11 digits if from a Texas permit)	
<input style="width: 95%;" type="text"/>	<i>(Mexican retailer's must show their Federal Taxpayers Registry (RFC) number on the certificate and give a copy of their Mexican registration form to the seller.)</i>

I, the purchaser named above, claim the right to make a non-taxable purchase (for resale of the taxable items described below or on the attached order or invoice) from:

Seller: \_\_\_\_\_

Street address: \_\_\_\_\_

City, State, ZIP code: \_\_\_\_\_

Description of items to be purchased on the attached order or invoice:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Description of the type of business activity generally engaged in or type of items normally sold by the purchaser:


\_\_\_\_\_

\_\_\_\_\_

The taxable items described above, or on the attached order or invoice, will be resold, rented, or leased by me within the geographical limits of the United States of America, its territories and possessions, or within the geographical limits of the United Mexican States, in their present form or attached to other taxable items to be sold.

I understand that if I make any use of the items other than retention, demonstration or display while holding them for sale, lease or rental, I must pay sales tax on the items at the time of use based upon either the purchase price or the fair market rental value for the period of time used.

*I understand that it is a criminal offense to give a resale certificate to the seller for taxable items that I know, at the time of purchase, are purchased for use rather than for the purpose of resale, lease, or rental and, depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.*

 Purchaser	Title	Date
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This certificate should be furnished to the supplier. Do **not** send the completed certificate to the Comptroller of Public Accounts.