



Elkins TRI-STEEL LLC

Post-Tension Materials & Concrete Supplies
Office: 817-577-3588 Fax: 817-788-8329

CUSTOMER CREDIT APPLICATION AND AGREEMENT

Section A. APPLICATION FOR CREDIT ACCOUNT SALES REP: _____

Legal Business Name: _____

Address: _____ City: _____ State: _____ Zip: _____

Office Phone: _____ Office Fax: _____ Email: _____

No. of Years in Business: _____ Line of Business: _____

Federal Tax ID No.: _____ Sales Tax Exemption Certificate: Y or N Limited Sales Tax No: _____

Sole Proprietorship Owner: _____ SSN: _____ DL# _____

Phone: _____ Date of Birth: _____

Home Address: _____

Partnership or Limited Partnership Authorized Partner: _____ SSN: _____ DL# _____

Phone: _____ Date of Birth: _____

Home Address: _____

If limited partnership, legal name of general partner: _____

SSN or Federal Tax ID No. of general partner: _____

DL# of individual signing for general partner _____

Phone: _____ Date of Birth: _____

Home Address: _____

Corporation/LLC State of Incorporation: _____ Date of Incorporation: _____

Officer/Member: _____ SSN: _____ DL# _____

Phone: _____ Date of Birth: _____

Home Address: _____

Officer/Member: _____ SSN: _____ DL# _____

Phone: _____ Date of Birth: _____

Home Address: _____

(Attach additional sheet if necessary for additional Owners/Partners/Officers/Members)

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Bank References

Bank: _____ Branch: _____

Address: _____ City: _____ State: _____ Zip: _____

Contact Name: _____ Phone: _____ Fax: _____

Acct No.: _____ Type of Account: _____

Acct No: _____ Type of Account: _____

The applicant authorizes the bank reference listed above to release information requested to Elkins Tri Steel, LLC (hereinafter sometimes referred to as "Elkins Tri Steel"). All information will be kept confidential

Has the applicant ever filed bankruptcy, been involved in an involuntary bankruptcy, an assignment for the benefit of creditors or a composition? Y or N

Trade References (ONE REFERENCE MUST BE A CONCRETE BATCH PLANT)

1. Name: _____ Phone: _____ Email: _____

2. Name: _____ Phone: _____ Email: _____

3. Name: _____ Phone: _____ Email: _____

**** Individuals Authorized to charge on account:**

**ACCEPTANCE OF THIS APPLICATION AND THE EXTENSION OF CREDIT BY ELKINS TRI STEEL
ARE MADE SUBJECT TO THE FOLLOWING ACCOUNT AGREEMENT/CREDIT TERMS AND CONDITIONS.**

FOR OFFICE ONLY

Application taken by: _____ Date application received from customer: _____

Signed Agreement Received: Y or N Personal Guaranty Received: Y or N

Date office received: _____ Investigated: _____ Rating: _____ Taxable: Y or N

Approved: Y or N Approved by: _____ Date: _____

Customer No.: _____ Credit Limit: _____

Remarks: _____

CUSTOMER CREDIT APPLICATION AND AGREEMENT

Section B. ACCOUNT AGREEMENT/CREDIT TERMS AND CONDITIONS
(Please return signed agreement to Elkins Tri Steel)

The undersigned customer ("Customer" whether one or more) has applied to Elkins Tri Steel, LLC ("Elkins") for an account to which Customer may charge purchases of goods or merchandise at Elkins. In consideration for the extension of credit privileges to Customer, it is hereby agreed that the following terms and conditions apply to all approved charges made to Customer's account:

1. Each sale to Customer's account is complete and binding upon the parties upon acceptance by Elkins at its premises in Tarrant County, Texas. Acceptance by Elkins is effective upon delivery of the goods or merchandise to customer at the premises of Elkins; if goods or merchandise are to be delivered at a place other than the premises of Elkins, acceptance by Elkins is effective upon loading of the goods or merchandise onto the delivery vehicle at Elkin's premises. Nothing in this Agreement shall obligate Elkins to extend credit to Customer at any time.

2. All accounts will have a maximum credit limit, established at the time of approval and reviewed from time to time, which cannot be exceeded without the approval of a manager of Elkins. In certain circumstances where the credit limit has been exceeded, Elkins may restrict account purchases until a payment is received in order to reduce the outstanding balance owed.

3. Statement of account balances will be mailed to Customer at the beginning of each month at the address listed on the Application or sent via email listed on the Application per Customers request. Invoices are to be paid in full within 30 days from invoice date payable to Elkins Tri Steel at 5709 Jacksboro Hwy, Fort Worth, Texas 76114. Any suspected error or discrepancy in billing must be reported to Elkins immediately upon receipt of the invoice. Failure to do so may jeopardize account status. Payment is not contingent upon the collection of funds by the Customer from a third party.

4. A service charge of one and one half percent (1.5%) per month (or eighteen percent (18%) per annum) or the highest legal rate, whichever is less, may immediately be assessed on delinquent invoices for that period of time during which such amount remains past due. All payments received on the Customer's account will be applied first to the invoice specified on the check. The remainder applied toward service charges and purchases beginning with the oldest purchase. There is a minimum service charge of \$28.00 on all returned checks. In the event that Elkins receives a returned check from Customer, Elkins reserves the right to terminate Customer's credit account, and the outstanding account balance shall be due and payable in full upon termination.

5. Accounts with past-due outstanding balances may be placed on cash basis without further notice to Customer, until payment or satisfactory arrangements have been made. When Customer's account is placed on C.O.D., the account balance will immediately be due and payable in full. Elkins has the right to permanently close accounts that are placed on cash basis for unpaid balances.

6. In the event of default, and if this account is placed in the hands of an agency and/or an attorney for collection, Customer agrees to pay all reasonable costs of collection and/or litigation, together with all reasonable attorney fees, regardless of whether a lawsuit is filed.

7. Customer is responsible for remitting all taxes invoiced by Elkins or providing Elkins with an appropriate resale/exemption certificate. Customer shall indemnify and hold Elkins harmless for all unpaid taxes attributable to Customer.

8. This agreement may be terminated at any time, for any reason, by either party. Any outstanding balance shall be due immediately upon such termination.

9. Acceptance of a purchase order on Customer's account is expressly limited to and made conditional upon the terms and conditions contained herein, and any of the Customer's terms and conditions which are in addition to or different from those contained herein not separately agreed to in writing by Elkins are hereby objected to and shall be of no effect.

10. Elkins has the right to change this agreement at any time, and will give notice of any change to Customer. Customer is deemed to have accepted the change unless Customer notifies Elkins in writing that the agreement is terminated. The Customer will be responsible for all fees, charges and all unpaid amounts incurred prior to the receipt by Elkins of such written notice.

11. Customer agrees and acknowledges that this agreement is entered into in the State of Texas, is governed by the laws of the State of Texas and that all obligations of the parties created herein are performable in Tarrant County, Texas. Customer and Elkins further agree that any legal actions concerning this account shall be filed in the appropriate court in Tarrant County, Texas.

12. Customer certifies that this request is for the extension of credit for business purposes only and not for the extension of credit for personal, family or household purposes.

13. Customer agrees that Elkins makes no guaranties or warranties on goods or services sold to Customer. There are no warranties, expressed or implied, including without limitation an implied warranty of merchantability or fitness for a particular purpose, with respect to goods or services sold by Elkins to Customer.

14. To secure payment and performance of Customer's obligations to Elkins hereunder or otherwise, Elkins retains, and Customer grants to Elkins, a purchase money security interest under chapter 9 of the Texas Uniform Commercial Code ("UCC") in all goods sold to Customer by Elkins. Elkins shall have all rights and remedies of a secured creditor under the UCC.

Applicant's signature below attests that all information provided in the Application is warranted to be true. I (we) hereby authorize Elkins to conduct any investigation deemed necessary by Elkins, including obtaining consumer credit reports regarding my (our) credit and financial responsibility, to determine whether Customer meets the requirements of Elkins for the extension of credit and for the purpose of maintaining the credit relationship. Applicant hereby attests financial responsibility, ability, and willingness to pay in accordance with the above terms:

Customer's Legal Business Name: _____

Signature of authorized representative: _____ Date: _____

Printed Name: _____ Title: _____

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Section C. PERSONAL GUARANTY

For valuable consideration, the receipt of which is hereby acknowledge, including but not limited to the extension of credit by Elkins Tri Steel, LLC (“Elkins”) to _____ (“Customer”), the undersigned individual (“Guarantor”) hereby absolutely, unconditionally and irrevocably guarantees the full and punctual payment and collection of all obligations of Customer to Elkins, its successors and assigns, now existing or hereafter arising, whether for account purchases, service charges, sales or other applicable taxes, costs of collection or otherwise. Guarantor agrees to indemnify and hold Elkins harmless for any and all costs and expenses (including reasonable attorney’s fees and expenses) incurred by Elkins in enforcing any rights under this Personal Guaranty. Guarantor guarantees that the obligations of the Customer under the Customer Credit Application and Agreement will be paid strictly in accordance with the terms thereof. This Personal Guaranty shall in all respects be a continuing, absolute, unconditional and irrevocable guaranty of payment, and shall remain in full force and effect until Guarantor delivers to Elkins written notice revoking it as to indebtedness incurred subsequent to such delivery. Such delivery shall not affect any of Guarantor’s obligations hereunder with respect to Customer’s indebtedness incurred prior to the date such notice is delivered to Elkins. Diligence, demand, protest or notice of any kind is hereby waived by Guarantor.

This Personal Guaranty constitutes a guaranty of payment to Elkins when due and Guarantor specifically agrees that it shall not be necessary or required that Elkins exercise any right, assert any claim or demand or enforce any other remedy whatsoever against the Customer before or as a condition precedent to the obligations of the Guarantor hereunder. This is intended to be a personal guaranty and not a corporate guaranty, and will personally bind Guarantor. The liability of Guarantor under this Personal Guaranty shall be absolute, unconditional and irrevocable regardless of (i) any change in term of or obligation of the Customer, or any other extension, compromise or renewal of any obligation of the Customer under the Customer Credit Application and Agreement, (ii) any amendment to, rescission, waiver or other modification of, or any consent to depart from, any of the terms of the Customer Credit Application and Agreement, or (iii) any other circumstances which might otherwise constitute a defense available to, or a legal or equitable discharge of, the Customer under the Customer Credit Application and Agreement.

CONSENT TO OBTAIN CONSUMER CREDIT REPORT: The undersigned personal Guarantor, recognizing that his or her individual credit history may be a necessary factor in the evaluation of Elkins’ extension of credit to Customer, hereby consents and authorizes Elkins to obtain a non-business consumer credit report on Guarantor, in order to use such report to further evaluate the creditworthiness of Guarantor as guarantor in connection with the extension of business credit to Customer. Guarantor as an individual hereby knowingly consents to the use of such credit report consistent with the Federal Fair Credit Reporting Act as contained in 15 U.S.C. sections 1681 et seq.

IN WITNESS WHEREOF, the Guarantor has signed this ____ day of _____, 20 ____.

_____, individually

Printed Name: _____

The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant’s income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580.

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