



Code: _____
Limit: _____

CREDIT APPLICATION AND AGREEMENT

BUSINESS/ COMMERCIAL/ DEALER ACCOUNT

Date: _____

Business/Legal Name: _____ Fed ID#: _____ D&B#: _____

Parent Name: _____

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

Billing Contact: _____ Email Address: _____

Phone #: _____ Fax #: _____ PO's Required: _____

Type of Business: _____ Corporation _____ Partnership _____ Sole Proprietorship

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

Principal Owners, Officers, or Stockholders:

Name: _____ Title: _____

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

Phone #: _____ Cell #: _____

Email Address: _____

Name: _____ Title: _____

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

Phone #: _____ Cell #: _____

Email Address: _____

Bank Information:

Bank Name: _____ Address: _____

Person to contact: _____ Phone #: _____ Acct #: _____

Business References:

Name: _____ Address: _____

Acct #: _____ Phone #: _____

Name: _____ Address: _____

Acct #: _____ Phone #: _____

Name: _____ Address: _____

Acct #: _____ Phone #: _____

CHECK ONE: Sales Tax: Taxable _____ Exempt _____ If exempted from sales tax, we must have the sales tax exemption form or your first order will have taxes due.



Credit Agreement, Terms & Conditions

This Agreement is entered into between W. Douglass Distributing Company and Customer (You) for the purpose of obtaining credit. The parties agree to the following terms and conditions:

1. **TERMS OF SALE:** Payment terms are as stated on Welcome Letter. These payment terms are subject to modification by W. Douglass Distributing Company upon written notice to Customer. Customer agrees to pay upon receipt of invoice those amounts indicated on invoice. Customer agrees to pay a finance charge on any past due balance of 1.5% per month (Annual Percentage Rate 18%) or the maximum amount allowable under Texas law, whichever is lower. Return checks and EFT shall be assessed the maximum handling charge allowed by law. Billing frequency may vary by invoice, product, amount or billing division. Invoice discrepancy must be acknowledge within 10 working days of the invoice date.
2. Customer grants W. Douglass Distributing Company a purchase money security interest in the products sold under this agreement whether constituting goods, payment intangibles and/or general intangibles, including all accessions to and replacements thereof, and all proceeds of the foregoing. Customer authorizes W. Douglass Distributing Company to file on or more financing statements signed only by W. Douglass Distributing Company, and to use a copy of this agreement as an exhibit to any financing statement. Customer shall execute any additional documents, instruments, financing statements or amendments to perfect or continue the security interest created by this agreement. W. Douglass Distributing Company shall have all of the rights and remedies of a secured party under the Uniform Commercial Code in effect in the state of Texas, which remedies shall be cumulative and not exclusive.
3. Customer acknowledges credit limits set by W. Douglass Distributing Company are solely for the benefit of W. Douglass Distributing Company and may be modified at any time. Purchases by Customer in excess of a prior credit limit shall be deemed a waiver of the existing credit limit, and Customer agrees to pay for all purchases notwithstanding the credit limit in effect at that time of purchase.
4. Accounts may be placed on hold or Pre-Pay basis without advance notice. Account interruption may result because of past due invoices and/or credit limit overage. In no event shall W. Douglass Distributing Company be liable for any consequential damages or other loss which may result from the exercise of its option under this section.
5. In the event any account is not paid when due, the prevailing party shall be entitled to recover reasonable attorney fees and any court costs, including costs of appeal or other review. In the event an account is placed for collection with a collection agency, those associated fees will be entitled to recover. Parties hereby acknowledge making this agreement and/or any other action(s) arising from or as a result of this agreement shall be in Grayson County, Texas regardless of any other state of residence.
6. W. Douglass Distributing Company shall be entitled to rely upon verbal order or signature by you or your apparent representative on any invoice for any sale or service performed, and such authorization is presumed to establish your acceptance and agreement to comply with the terms and conditions set forth herein. You further agree to ALL terms and conditions set forth upon credit approval of your account with W. Douglass Distributing Company, including but not limited to the terms set forth herein. Customer authorizes W. Douglass Distributing Company to obtain any and all release of information from stated Vendors and Banks references identified on Credit Application.
7. This agreement shall be subject to acceptance by W. Douglass Distributing Company. Payment terms and payment method is subject to credit approval. Please fill out this form completely. ANY INCOMPLETE FORM WILL RESULT IN PROCESS DELAY. The information contained herein is provided for the purpose of obtaining credit. Customer applicant hereby acknowledges understanding and acceptance of the above terms and conditions of sale and authorizes investigation of any and all sources listed on this application as well as such credit bureau reports W. Douglass Distributing Company may desire for the establishment and maintenance of a credit account. The undersigned certify that the information presented on this application is true and correct.

Authorized Signature	Title	Date
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Print Name	Title	Date
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Continuing Personal Guarantee

Guarantor(s) individually, jointly and severally unconditionally guarantees to W. Douglass Distributing Company the payment of all sums owed by Customer to W. Douglass Distributing Company, as may now exist OR as may hereafter arise in favor of W. Douglass Distributing Company, and agree to be bound by all of the terms and conditions described in this Application and Agreement. Any bankruptcy, receivership or other insolvency proceeding of Customer will not affect Guarantor's obligation hereunder. W. Douglass Distributing Company, in its sole discretion, may proceed against Guarantor, jointly proceeding against the Customer. The rights and obligations of this Personal Guarantee will inure to the benefit of W. Douglass Distributing Company, its successors and assigns, and will be binding on Guarantor and his/her/their heirs and assigns. This Personal Guaranty remains in effect until written notice of actual revocation is received by W. Douglass Distributing Company.

Guarantor's Signature Print Name (No titles or company info) Date

Social Security #: _____

Guarantor's Signature Print Name (No titles or company info) Date

Social Security #: _____