



CREDIT APPLICATION

5441 GREENWOOD DR. (78417) • P.O. BOX 271285 • CORPUS CHRISTI, TEXAS 78427-1285
PHONE 361-853-7376 • FAX 361-853-7390

1. Tell us about your company

Type of Ownership

Partnership Corporation Proprietorship LLC (attach list of members)

Trade / Business Name _____
"Buyer"

Address 1 _____
Attach Business Card or Complete

Address 2 _____
City State Zip

Phone _____ Fax _____

Cell Phone _____ Email _____

State Contractors License # (if applicable) _____

Have you purchased from B&R before? Where _____

Estimated monthly purchases _____

Year Business Started _____ Federal Tax I.D. # _____

If Tax Exempt-Attach Certificate Attached

Do You Issue a Purchase Order Yes No

Person to Contact Regarding Accounts Payable _____

at Phone _____

Owners and/or Officers Information:

Name _____ Title _____

SSN# _____ Address _____

City _____ State _____ Zip _____

Date of Birth _____ County _____

Driver's License # _____

Name _____ Title _____

SSN# _____ Address _____

City _____ State _____ Zip _____

Date of Birth _____ County _____

Driver's License # _____

Bank Information:

Name of Bank _____

Address _____ Phone _____

Major Trade References:

Name _____

Address _____

Phone _____ Fax _____

Name _____

Address _____

Phone _____ Fax _____

Agreement:

Buyer authorizes all persons, institutions, organizations, companies and credit reporting agencies to furnish all pertinent information, including commercial and consumer credit reports, requested from time to time by B&R. The undersigned and Buyer, if different, each warrant that the information given is true and no unfavorable information has been omitted. The extension of credit hereunder, the amount of credit and the cancellation or reduction of credit shall be within the sole discretion of B&R. Buyer agrees to be bound by B&R's Credit Agreement and Purchase Agreement and acknowledges receipt of same. Each undersigned individual who is either a partner of the Buyer as credit applicant or a sole proprietorship of the Buyer as credit applicant, recognizing that his or her individual credit history may be a factor in the evaluation of the credit history of the buyer, hereby consents for and authorizes B&R to obtain and use consumer credit report for each undersigned individual, from time to time as may be needed, to evaluate the credit of Buyer.

2. Sign here (acknowledges & agrees to be bound by attached terms & conditions)

Signature _____ Date _____

Print _____

3. Your personal guaranty

Giving us your personal guaranty will speed the process of approving your application.

Continuing Guaranty:

I (we) the undersigned understand that the information furnished you is for the purpose of obtaining credit from your company, that I am (we are) authorized, in my (our) capacity, to bind my (our) company accordingly. I (we) the undersigned, hereinafter referred to as guarantors, do jointly, severally, and unconditionally guarantee and promise to promptly pay when due any and all indebtedness of Buyer to B&R, together with any late payment charge that may accrue thereon, regardless of how such indebtedness is incurred whether such indebtedness is direct or indirect, absolute or contingent, due or to become due, or exists now or arises hereafter. In addition, the Guarantor(s) agree to pay all costs of collection, legal expenses and attorney's fees paid or incurred by B&R in the collection of Buyer's indebtedness and in enforcing this Continuing Guaranty. The foregoing indebtedness, principal, interest, costs, expenses and fees are hereinafter called the "indebtedness". Each undersigned personal guarantor agrees to be bound by B&R's Terms and Conditions of Continuing Guaranty.

Each undersigned personal guarantor, recognizing that his or her individual credit history may be a necessary factor in the evaluation of this Continuing Guaranty, hereby consents for and authorizes B&R to obtain and use consumer credit reports for each undersigned, from time to time as may be needed to evaluate the credit of Buyer and/or the undersigned.

4. Guarantors sign here

Complete Legal Signature _____

Name _____
First Middle Last

Home Address _____
City State Zip

Phone _____ SSN# _____

Complete Legal Signature _____

Name _____
First Middle Last

Home Address _____
City State Zip

Phone _____ SSN# _____



CREDIT AGREEMENT AND PURCHASE AGREEMENT

Trade / Business Name of Applicant

Date

It is agreed that the Applicant will pay all invoices and billing statements within the terms and conditions of all invoices supplied by B&R Supply and Equipment Co., Inc. (hereinafter referred to as "Creditor"). No terms or conditions within a purchase order that are different from the terms established as result of this application can "override" the terms and conditions established as a result of this application. You are authorized to charge 1 ½ % per month or 18% annum; whichever is higher and allowable by law on all delinquent invoices. By my signature below, I am certifying that this request is for extension of credit for business purposes only and not for the extension of credit for personal, family or household purposes.

Buyer and Guarantors (Applicant) authorize all persons, institutions, organizations, companies, and credit agencies to furnish any and all pertinent information, including commercial and consumer credit reports, requested from time to time by B&R Supply and Equipment Co., Inc. (Creditor). The undersigned and Buyer (Applicant), if different, each warrant that the information given in this Credit Application Agreement is true and no unfavorable information has been omitted. Our firm is financially able to meet any commitments we have made and we promise to pay your invoices according to our contracted terms. The extension of credit hereunder, the amount of credit and the cancellation or reduction of credit shall be within the sole discretion of B&R Supply and Equipment Co., Inc.

All parties agree that in the event legal action becomes necessary that it will be filed and tried exclusively in Nueces County, Texas, and further agree to pay all collection costs if it becomes necessary to employ a collection agency or attorney to help collect the account. This includes but is not limited to fees to process liens, lien notices, or NSF checks. Special orders are not returnable. Please read all policies including the instructions on our invoice involving shortages, re-stock charges and limitations of liability on deliveries made beyond street pavement. I/We understand the credit terms and agree to follow them and authorize you to check any of the information contained in the application.

Applicant and all signers hereof, including guarantors understand that Creditor may extend credit under this application and agreement in reliance upon representations herein regarding the ownership structure of the Applicant. Any change of ownership structure of the enterprise identified herein as "Applicant" shall not relieve any person or entity lawfully answerable for debts of the Applicant including the guarantors of any obligation to Creditor hereunder of arising here from, unless and until Creditor receives written notices of such change by certified mail, return receipt requested, at 5441 Greenwood Dr. Corpus Christi, Texas 78417 or P.O. Box 271285 Corpus Christi, Texas 78427. Payment of any invoice by check or other means, which identifies a drawer other than Applicant shall not be sufficient to provide the notice required under this provision. The continuing liability of the Applicant and other signers described herein shall be in addition to, and not in lieu of, any rights arising against any other person or entity because of the change in ownership or ownership structure.

TERMS AND CONDITIONS

- DELIVERY** Delivery will be to the job site. Customer is responsible for providing access to delivery site and furnish the correct address. Less than truck load quantities will be delivered, with a delivery charge when applicable.
- ADJUSTMENTS** Any adjustments in shipments for short deliveries, damage to property, etc. will be considered if called to the attention of B&R Supply within 24 hours of original delivery.
- PAYMENT** Payment is due from Buyer in accordance with invoice terms. Payment is due and payable at the Main Office of the Corporation 5441 Greenwood Dr., Corpus Christi, Nueces County, Texas 78417. The parties agree that all payments still owing after 30 days may be assessed on the balance due a SERVICE CHARGE at the rate of one and one-half percent (1 ½ %) per month, which is an annual SERVICE CHARGE of eighteen percent (18%) provided however, that if at any time such is determined to exceed the maximum ANNUAL PERCENTAGE RATE allowed by applicable laws, the SERVICE CHARGE shall be reduced to the maximum legal rate allowed by law. Should BUYER fail to make payment under this contract, BUYER agrees to pay the expenses of collection.

YOUR CONTRACT IS PAYABLE AT THE OFFICES OF B&R SUPPLY AND EQUIPMENT CO., INC., 5441 GREENWOOD DRIVE, CORPUS CHRISTI, NUECES COUNTY, TEXAS 78417.

Initial

Initial