



CREDIT APPLICATION

Trantex, Inc.

3310-D Frick Road, Houston, Texas · Phone (281) 448-7711 · sales@trantexinc.com · www.translineinc.com

I/we, the undersigned, herein make application to TRANTEX, INC. for credit. Date _____

FIRM NAME / CUSTOMER _____ **Street Address** _____

County _____ **City** _____ **State** ____ **Zip** _____ **Phone** _____ **Fax** _____

Email (Include Acct. Payables) _____ **Preference for Invoice Receiving** _____

Established Date _____ **Federal ID no.** _____ **Credit Limit Desired: \$** _____

Check or Circle which applies: Corporation Subsidiary Partnership Branch Proprietorship Independent
Are you tax Exempt? Yes No if yes, attach a copy of your Tax Exemption Certificate.

Parent Company (if applicable) _____

Address _____

Principal Stockholder(s) or Owner(s) of Company

Name 1 _____ **Address** _____

Phone _____ **Title** _____ **SSN** _____

Name 2 _____ **Address** _____

Phone _____ **Title** _____ **SSN** _____

BANK REFERENCE _____ **Phone** _____ **Acct no.** _____

TRADE REFERENCES - List THREE Trade references who sell goods to your company and the name of the person you deal with.

Company 1 _____ **Address** _____

Contact _____ **Phone** _____ **Fax** _____ **Email** _____

Company 2 _____ **Address** _____

Contact _____ **Phone** _____ **Fax** _____ **Email** _____

Company 3 _____ **Address** _____

Contact _____ **Phone** _____ **Fax** _____ **Email** _____

The customer hereby consents to TRANTEX, INC. (hereinafter referred to as SELLER) to pull an Experian™ business profile credit report, and to contact the CUSTOMER'S references. CUSTOMER agrees that neither SELLER nor reference will be liable for any claim for damages as a result of credit information being furnished to SELLER. This agreement shall not be void because of blank spaces herein.

No notice of SELLER'S acceptance this entire Agreement is required. SELLER reserves the right to decline to sell to CUSTOMER.

NOTICE: BY SIGNING BELOW CUSTOMER AND ANY INDIVIDUAL SIGNING SAME AGREES THAT HE OR SHE HAS READ, UNDERSTANDS AND AGREES TO THE TERMS AND CONDITIONS SET FORTH ON THE SECOND PAGE HEREOF.

Dated _____ by (Signature) _____ for Customer

Printed Name _____ Title _____



TRANTEX, INC.

TERMS AND CONDITIONS OF CREDIT APPLICATION, AGREEMENT, VENUE DESIGNATION, DAMAGE LIMITATION, DISCLAIMER, WAIVER, LIMITED WARRANTY, PERSONAL GUARANTEE AND WAIVER OF TRIAL BY JURY

Hereinafter, TRANTEX, INC., a Texas company, referred to as SELLER, The CUSTOMER shown on Page 1 of 1 of this contract is hereinafter referred to as CUSTOMER. In consideration of the SELLER selling to the CUSTOMER on open account or on other terms, the SELLER and CUSTOMER agrees as follows:

1. PAYMENT AND COLLECTION TERMS. Payments of all sums due hereinafter are due and payable to SELLER in Houston, Harris County, Texas. CUSTOMER agrees that all invoices are due upon receipt with the following terms: Net 30. CUSTOMER agrees to pay all costs of collection and out of pocket expenses, including an attorney’s fee of not less than 25% of the CUSTOMER’s account balance, or a reasonable attorney’s fees for any lawsuit filed, judgment obtained and post judgment proceedings to collect such judgment, whichever is greater, if CUSTOMER’s account is placed with an attorney, whether suit be brought or not. CUSTOMER agrees to pay SELLER interest at the highest rate allowable by law on all sums not paid and hereby submits to the jurisdiction of the courts of the State of Texas, whose laws govern this agreement, agrees that it is doing business in the state of Texas and that venue for any action shall be in state or federal court as selected by SELLER in Harris County, Texas.

2. DISCLAIMER. SELLER SHALL NOT BE LIABLE FOR FAILURE OR DELAY IN DELIVERY OF GOODS SOLD OCCASIONED BY LABOR DISPUTES, FORCE MAJEURE, OR OTHER CAUSES BEYOND SELLER’S CONTROL, NOR FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM ANY BREACH OF CONTRACT AS DEFINED BY THE UNIFORM COMMERCIAL CODE, RELATIVE TO SALE. THE GOODS SOLD ARE WARRANTED TO BE FIT FOR THE PURPOSE SOLD, BUT THE SOLE LIABILITY OF THE SELLER IS TO EITHER REFUND THE PURCHASE PRICE OR REPLACE WITH SIMILAR GOODS. THERE ARE NO OTHER WARRANTIES EXPRESSED OR IMPLIED AND ALL CLAIMS, DISPUTES OR OBJECTIONS ARE WAIVED UNLESS MADE IN WRITING TO THE SELLER WITHIN TEN DAYS OF DELIVERY OR OCCURRENCE OF DEFAULT. THERE IS NO WARRANTY OF MERCHANTABILITY OR IMPLIED WARRANTY OF MERCHANTABILITY.

3. MODIFICATION. This agreement is not subject to oral cancellation, modification or change. If oral cancellation, modification or change is claimed, then such must be in writing and signed by the parties to be charged, within ten days from the alleged date of the oral cancellation, modification or change otherwise the same shall conclusively be deemed waived.

4. NOTICE. All notices required herein must be in writing with proof of delivery by Registered, or Certified Mail, Return Receipt Requested, or facsimile, and shall not take effect until received by SELLER. The rights provided for herein to SELLER are cumulative to all other rights.

5. CONDITION OF GOODS RECEIVED. All goods sold and delivered are conclusively deemed to be the goods ordered by the customer for the price specified therein and delivered in good order unless written notice to the contrary is received by the seller from the customer within ten days of the date the goods are shipped.

6. COMPLETE AGREEMENT. There are no side agreements or verbal understandings which would vary the terms of this agreement which can only be changed by writing signed by the SELLER and CUSTOMER.

7. PERSONAL GUARANTY. THE PERSON SIGNING THIS APPLICATION ON BEHALF OF THE CUSTOMER ALSO SIGNS AS GUARANTOR OF THIS AGREEMENT AND CUSTOMER’S ACCOUNT, AGREES TO THE TERMS HEREOF, ASSUMES PERSONAL LIABILITY THEREFOR AND WAIVES PRESENTMENT, DEMAND, PROTEST, NOTICE OF PROTEST, NOTICE OF DISHONOR, TRIAL BY JURY, AND ACKNOWLEDGES THAT SELLER IS RELYING ON SUCH GUARANTEE IN EXTENDING CREDIT TO CUSTOMER.

Dated _____

Signature _____
PERSONAL GUARANTY

Print Name _____