



CREDIT APPLICATION

Transline Industries, Inc. · 530 Jesse St. Grand Prairie, Texas · Email: credit@translineinc.com

Phone (972)647-8300 · Fax (972)641-1221 · www.translineinc.com

Date \_\_\_\_\_ Credit Limit Desired: \$\_\_\_\_\_

Customer (Firm or individual name)

Street \_\_\_\_\_

County \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Business Phone \_\_\_\_\_ Fax \_\_\_\_\_ Email (Include Account Payables address) \_\_\_\_\_ Preferred Email for Invoicing \_\_\_\_\_

Established Date \_\_\_\_\_ Federal Tax ID No. \_\_\_\_\_

Check which applies: [ ] Corporation [ ] Limited Liability Company [ ] Subsidiary [ ] Partnership [ ] Branch [ ] Proprietorship [ ] Independent

Parent Company

Address \_\_\_\_\_

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

Name & Address \_\_\_\_\_ Phone \_\_\_\_\_ Title \_\_\_\_\_ SSN \_\_\_\_\_

Bank \_\_\_\_\_ Phone \_\_\_\_\_ Fax No. \_\_\_\_\_ Acct no. \_\_\_\_\_ Email \_\_\_\_\_

List at least four (4) trade references ("References") who sell goods to your company and the name of the person you deal with. List phone and fax number, including area code.

Name & Address \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_

Are you Tax Exempt? [ ] Yes [ ] No if yes, attach a copy of your Tax Exemption Certificate.

THE CUSTOMER HEREBY CONSENTS TO TRANSLINE INDUSTRIES, INC., AND/OR ITS AFFILIATES: CENTERLINE SUPPLY, INC., TRANTEX TRANSPORTATION PRODUCTS OF TEXAS, INC., AND FLORIDA TRANSCOR, INC. (HEREINAFTER COLLECTIVELY REFERRED TO AS "SELLER"), PULLING THE CUSTOMER'S CREDIT, CONTACTING THE CUSTOMER'S REFERENCES AND FURTHER AUTHORIZES REFERENCES TO RELEASE ACCOUNT INFORMATION REGARDING THE CUSTOMER'S ACCOUNTS TO SELLER AND CUSTOMER AGREES THAT NEITHER SELLER NOR REFERENCES 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 OF THIS AGREEMENT IS REQUIRED. SELLER RESERVES THE RIGHT TO DECLINE TO SELL TO CUSTOMER.

NOTICE: BY SIGNING BELOW CUSTOMER ACKNOWLEDGES AND WARRANTS THAT THEY ARE AUTHORIZED TO SIGN ON BEHALF OF THE CUSTOMER AND FURTHER AGREE THAT IN THE EVENT SELLER GRANTS CREDIT TO CUSTOMER, CUSTOMER WILL BE BOUND BY THE TERMS OF THE CREDIT AGREEMENT ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Signature: \_\_\_\_\_ (Company Owner, Officer or Managing Partner)

## TRANSLINE INDUSTRIES, INC. CREDIT AGREEMENT

Subject to the approval of the Seller, this Credit Agreement (the "Agreement") by and between **TRANSLINE INDUSTRIES, INC.** and one or more of its affiliates, **CENTERLINE SUPPLY, INC., TRANTEX TRANSPORTATION PRODUCTS OF TEXAS, INC.,** and **FLORIDA TRANSCOR, INC.** (each an "AFFILIATE" and hereinafter collectively referred to as "SELLER"), and the individual or entity identified below and in the attached Credit Application "CUSTOMER", is entered into effective as of the date first written below, to establish the terms and conditions of an open account (the "Account") being established by SELLER in the name and on behalf of the CUSTOMER for the sale of goods and materials.

1. **PAYMENT TERMS.** Payments of all sums due for goods or materials sold to CUSTOMER pursuant to this Agreement are due and payable to SELLER at the address on each respective invoice, thirty (30) days from the date of receipt of goods or materials. Late payments will accrue interest at a rate of 1.5% per month or the maximum rate allowed by law, whichever is less. SELLER may also decline to offer CUSTOMER additional credit in SELLER'S sole discretion.

2. **DISCLAIMER, WARRANTY AND LIMITATION OF LIABILITY. 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. FURTHER, BY PURCHASING FROM SELLER, CUSTOMER WAIVES ALL CLAIMS TO INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM ANY BREACH OF CONTRACT AS DEFINED BY THE UNIFORM COMMERCIAL CODE RELATIVE TO SALE OF GOODS HEREUNDER. 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 (10) DAYS OF DELIVERY OR OCCURRENCE OF DEFAULT. THERE IS NO WARRANTY OF MERCHANTABILITY OR IMPLIED WARRANTY OF MERCHANTABILITY.**

3. **MODIFICATION.** This Agreement may not be modified except in writing, signed by both parties. To the extent that any purchase order or quotation received from CUSTOMER contains terms that conflict with this Agreement, CUSTOMER'S acceptance of the goods shall be deemed to be CUSTOMER'S agreement that the terms contained herein shall control and supersede any conflicting provisions provided by CUSTOMER at the time of the order.

4. **NOTICE.** All notices required herein to SELLER 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. **RISK OF LOSS.** CUSTOMER assumes all responsibility for and the risk of loss or damages to goods furnished hereunder upon delivery F.O.B. destination or shipping, whichever is specified in the quotation for goods. To the extent CUSTOMER specifies or otherwise alters standard shipping arrangement, CUSTOMER shall bear the risk of loss while goods are in transit.

6. **COSTS OF COLLECTION; CHOICE OF LAW; FORUM SELECTION; JURY WAIVER; SEVERABILITY.** **A)** In the event CUSTOMER'S account becomes thirty (30) days or more past due, it may be referred to an attorney for collection. CUSTOMER shall be liable to pay all costs of collection including attorney's fees, costs of court, expert witness fees, travel expenses and pre and post-judgment interest at the maximum rate allowed by law. **B)** The internal laws of the State of Texas shall apply and govern any dispute hereunder. **C)** Any claim or dispute arising out of or in any way attributable to this Agreement shall be brought in the State or Federal Courts lying in the County where selling AFFILIATE invoiced the goods or materials (the "Specified Courts"). CUSTOMER and SELLER HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY OBJECTION TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR OTHER PROCEEDING IN THE SPECIFIED COURTS AND IRREVOCABLY AND UNCONDITIONALLY WAIVE AND AGREE NOT TO PLEAD OR CLAIM THAT ANY SUCH COURT IS AN INCONVENIENT FORUM. **D)** The parties hereto warrant that they are sophisticated in the business transactions contemplated by this Agreement and as such EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREIN. **E)** In the event any provision or part of this Agreement is found to be invalid or unenforceable, that particular provision or sub-provision so found, and not the remainder of the Agreement, will be inoperative.

7. **CONDITION OF GOODS RECEIVED.** All goods sold and delivered are conclusively deemed to be the goods ordered by the CUSTOMER for the price specified in the purchase order or invoice and delivered in good order unless written notice to the contrary is received by the SELLER from the CUSTOMER within ten (10) days of the date goods are delivered according to the notice provisions herein.

8. **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.

**CUSTOMER:** \_\_\_\_\_

Signature \_\_\_\_\_

Printed Name: \_\_\_\_\_  
(Company Owner, Officer or Managing Partner)

Title: \_\_\_\_\_

**SELLER: TRANSLINE INDUSTRIES, Inc.**

By: \_\_\_\_\_

Date Accepted: \_\_\_\_\_

Initial Credit Limit: \_\_\_\_\_

**TRANSLINE INDUSTRIES, INC. UNLIMITED PERSONAL GUARANTY**

If an account is approved and opened in response to the foregoing Credit Agreement, which is incorporated by reference as if fully set forth herein, in consideration of **TRANSLINE INDUSTRIES, INC.** and one or more of its affiliates, **CENTERLINE SUPPLY, INC., TRANTEX TRANSPORTATION PRODUCTS OF TEXAS, INC., FLORIDA TRANCOR, INC.** (hereinafter collectively referred to as "**SELLER**"), granting the **CUSTOMER** the **ACCOUNT** (as defined in the foregoing Credit Agreement), the undersigned guarantor ("**Guarantor**") hereby unconditionally, absolutely and irrevocably guarantees the prompt and full payment and performance of all of **CUSTOMER'S** obligations under the Credit Agreement establishing the **ACCOUNT**, and further agrees, in the event of any default or breach under the Credit Agreement, to pay the total balance due on the **ACCOUNT** upon demand, without requiring the **SELLER** to make demand and/or first proceed to enforce the Credit Agreement against the **CUSTOMER**. **GUARANTOR** waives all claims for presentment, demand, protest and notice of any kind, including but not limited to notice, notice of any modifications, amendments, or extensions of the Credit Agreement, and of **CUSTOMER'S** nonperformance or breach of the Credit Agreement. The payment obligations of the **GUARANTOR** are the direct, primary and continuing obligations of the **GUARANTOR** and **GUARANTOR'S** heirs, successors and assigns, and not merely a guaranty of collection. If the **SELLER** requires more than one **GUARANTOR**, their obligations hereunder are joint and several.

By signing below, the **GUARANTOR** also agrees, individually, that the **SELLER** or their respective designees may obtain credit reports on the **GUARANTOR** from credit reporting agencies in connection with the application, continuance of the business credit provided herein, or pursuant to subsequent applications or requests, in review of **CUSTOMER'S** Account, and assisting in taking collection activity, and otherwise to investigate the credit of the **GUARANTOR**, and hereby instructs all credit reporting agencies to provide to **SELLER** with such credit reports upon request.

**GUARANTORS** must be the owner, sole proprietor, a general partner or a corporate officer of the **CUSTOMER**.

Terms not defined in this Unlimited Personal Guaranty shall have the meaning set forth in the foregoing Credit Agreement.

By(Signature): \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Social Security Number:  
\_\_\_\_\_

Social Security Number:  
\_\_\_\_\_



**AUTHORIZATION TO RELEASE CREDIT INFORMATION**

Regarding: \_\_\_\_\_  
(Your company Name)

Account Number: \_\_\_\_\_

We are currently in the process of establishing trade credit with **TRANSLINE INDUSTRIES, INC.** We therefore authorize you to release our account history including, payment and delinquency information, age of the account and any other information reasonably requested to **TRANSLINE INDUSTRIES, INC.**, regarding our account in order to expedite the review of our credit application.

Authorized Officer: \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature)

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

**Please return the account information to Transline Industries, Inc. by Email (preferred), Fax or Mail:**

**Email:** [credit@translineinc.com](mailto:credit@translineinc.com)

**Mail:**

Transline Industries, Inc.  
530 Jesse Street  
Grand Prairie, Texas 75051  
Attn: Commercial Account Credit Dept

**Fax:** (972) 641-1221

If you have any questions, feel free to call our Credit Department at (972) 647-8300