



5000 Terminal Street • Bellaire, Texas 77401-6007  
Phone 713-664-1172 • Fax 713-664-9126

# Credit Application

Business Name \_\_\_\_\_  
 Mailing Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Delivery Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Phone # \_\_\_\_\_ Fax # \_\_\_\_\_ E-mail Address: \_\_\_\_\_  
 Date Business Started \_\_\_\_\_  Corporation  Proprietorship  Partnership  
 Purchase Orders Required? Yes  No  Sales Tax Applicable? Yes  No  (Please Include Exemption Certificate)  
 Accounting Contact & #: \_\_\_\_\_ Authorized Purchasers & #: \_\_\_\_\_

## LOCAL TRADE REFERENCES

	<u>Supplier Name</u>	<u>Phone Number</u>
1.	_____	_____
2.	_____	_____
3.	_____	_____

Bank Name \_\_\_\_\_ Account # \_\_\_\_\_ Phone # \_\_\_\_\_

## Patriot Group, Ltd. - Terms of Credit

- To induce Patriot Group, Ltd. (PGL) to extend credit to the Customer signing this document, Customer agrees to the following:
- Customer agrees that all sales by PGL are subject to PGL's Standard Terms of Sale in effect at the time of sale ("Terms & Conditions"). Customer acknowledges having received and read PGL's current Terms and Conditions, which are incorporated herein, and understands that PGL will provide Customer with a current copy of PGL's Terms and Conditions upon written request.
  - Customer agrees to pay for all purchases made on its account, service charges, and other charges or fees under this Agreement, plus collection costs, including court costs and reasonable attorneys' fees if not prohibited by applicable law. All payments shall be payable to PGL at 5000 Terminal Street, Bellaire, Harris County, Texas 77401, or such other place as PGL may designate.
  - A service charge will be assessed at a periodic rate of the lesser of 1.5% per month or fraction thereof, or the highest legal rate on all past due sums, but in no event shall the interest contracted for, charged or received hereunder ever exceed the maximum rate of interest from time to time permitted by applicable usury law. A charge of \$20.00 will be made for each check or other instrument for the payment of money sent to PGL in payment of sums due which is returned unpaid to PGL. Payments shall be applied first to service charges and returned check charges and then to purchases. Customer must pay any discounts taken after the discount date or obtained by any check or other instrument returned unpaid to PGL.
  - Customer certifies that the information provided in this or any credit application is accurate, acknowledges that the information is being provided to PGL for the purpose of obtaining credit, and agrees to promptly give PGL prompt written notice of any changes in the information. PGL is authorized to investigate Customer's credit, employment and income records, contact the references listed above and others for credit information, and to report the way Customer pays this account to credit bureaus and other interested parties.
  - Customer grants PGL a purchase money security interest in all goods purchased, as shown by PGL's invoices, and any proceeds thereof, until all sums due are paid in full.
  - Default under this Agreement shall occur upon Customer's failure to make any payment when due; violation of any other provision of this agreement, the Terms & Conditions or other agreement with PGL; PGL's receipt of information that Customer is unable or unwilling to perform the terms of any such agreement; death, dissolution or cessation of business; becoming the subject of bankruptcy or insolvency proceedings; or supplying PGL with misleading, false, incomplete or incorrect information. After default, all sums due PGL will accrue service charges at the maximum legal interest rate. Upon default, PGL may exercise any remedy permitted it by law including terminating Customer's credit privileges and immediately accelerating any sums owing PGL. Customer agrees to pay PGL for all collection costs, expenses, reasonable attorneys' fees and court costs, if not prohibited by law, incurred in the collection or enforcement of any obligation of Customer or a Guarantor, regardless of whether suit is filed or not. Customer waives grace, demand, presentment, notice of intent to accelerate, notice of acceleration, protest and notice of protest, and any other notice and diligence in collecting and bringing suit against any party hereto. PGL may reduce Customer's credit line, with or without default and without notice, in the event PGL, in its sole discretion, deems itself insecure.
  - PGL's failure to require performance of any provision hereof will not affect PGL's right to require such performance at any time thereafter, nor will the waiver by PGL of a breach of any provision hereof. If any provision of this Agreement, or the application thereof to any person or circumstance, is for any reason or to any extent invalid or unenforceable, the remainder of this Agreement and the application of such provision to the other persons or circumstances shall not be affected thereby, but rather is to be enforced to the greatest extent permitted by law.
  - Customer may not sell, assign or transfer this account without the express written consent of PGL. PGL may sell, assign or transfer this account or any portion thereof without notice to Customer.
  - THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED ACCORDING TO THE LAWS OF THE STATE OF TEXAS (EXCEPT THOSE RELATING TO CONFLICT OF LAWS). All actions hereunder shall be brought in the state courts of Harris County, Texas or the federal courts in and for the Southern District of Texas.
  - WARRANTY AND LIABILITY.** PGL products are intended for sale to industrial and commercial customers. Since PGL exercises no control over the application or use of PGL products, EXCEPT AS SPECIFICALLY STATED IN A SEPARATE WRITTEN PRODUCT WARRANTY ISSUED BY PGL, PGL WARRANTS ONLY THAT PGL PRODUCTS MEET PGL'S WRITTEN SPECIFICATIONS. PGL DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES (INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) AND ANY AGREEMENTS, REPRESENTATIONS, AFFIRMATIONS, OR WARRANTIES, WHETHER ORAL OR WRITTEN, MADE BY ANY AGENT, EMPLOYEE, OR REPRESENTATIVE OF PGL. PGL makes no warranties regarding patent rights. All patent rights are reserved. PGL shall not be liable for losses based on downtime, overhead, the negligence of Customer or PGL or any of their employees or agents, property damage, lost production or profits or for incidental, consequential, or special damages of any kind arising from the delivery, sale, use, maintenance, processing, design, formulation, or operation of the items sold or serviced hereunder. The total liability of PGL on any claim, whether in contract, tort (including negligence) or otherwise, arising out of, connected with or resulting from the design, formulation, manufacture, sale, delivery, resale, repair, replacement, or use of any item sold or serviced will not exceed the price allocable to the product or any part thereof which gives rise to the claim. Except as otherwise provided in a written express warranty, if any warranty is given, PGL shall, at its option, repair or replace the defective goods or services or refund the portion of the purchase price attributable to the defective goods or services, and PGL shall have no other liability for breach of warranty. Every cause of action based on this Agreement or the items sold or serviced hereunder by Customer against PGL shall be brought not later than two years after delivery of the items sold hereunder or the date of redelivery of the items serviced hereunder. If any models, samples, technical literature, illustrations, catalogues or other documents have been shown to Customer, they shall not give rise to any express or implied warranty. If Customer has assets of at least \$5 million, Customer waives all provisions of the Texas Deceptive Trade Practices - Consumer Protection Act to the extent which such waiver is effective pursuant to Section 17.42 of the Texas Business and Commerce Code.
  - This Agreement constitutes the entire agreement between PGL and Customer and supersedes all other agreements, either oral or written.

Customer Signature \_\_\_\_\_ Printed Name \_\_\_\_\_  
 Title \_\_\_\_\_ Date \_\_\_\_\_