



11240 Gemini Lane • P.O. Box 59985 • Dallas, TX 75229
 PHONE: 214-630-3965 • FAX: 214-560-0359

Credit Application and Agreement

A. APPLICANT

Legal Business Name: _____

Street Address: _____ City: _____ State: _____ Zip: _____

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

Office Phone: _____ Office Fax: _____ Accounts Payable Phone: _____

Accounts Payable Contact: _____ Accounts Payable Email: _____

Type of Business General Contractor Subcontractor Bldg. Maintenance/Property Mgmt. Other

Federal Tax Identification Number: _____ Sales Tax Exempt? Yes No (If yes, enclose signed certificate)

Amount of Credit Requested: \$ _____ How Long in Business: _____ Estimated Annual Sales: _____

Are Purchase Orders required? Yes No (If yes, sample must be attached to credit application)

B. LEGAL STATUS AND BUSINESS INFORMATION

Sole Proprietorship

Partnership

Corporation/LLC

Principal: (Name) _____ (Home Address) _____ (Phone) _____

Principal: (Name) _____ (Home Address) _____ (Phone) _____

C. BANKING INFORMATION

Bank _____ Acct. No. _____

Address _____ City _____ State _____ Zip _____

Officer Contact _____ Fax _____ Phone _____

D. TRADE REFERENCES (Major supplier accounts only, do not include Subcontractors or non-supplier accounts.)

1. Name: _____ Phone: _____ Fax: _____

2. Name: _____ Phone: _____ Fax: _____

3. Name: _____ Phone: _____ Fax: _____

4. Name: _____ Phone: _____ Fax: _____

Applicant authorizes creditor to contact the financial and trade references (including those listed herein) and any credit reporting agencies to obtain credit information.

E. ACCOUNT AGREEMENT/TERMS AND CONDITIONS OF SALE

CREDIT POLICY: Statements are rendered as of the last day of each month. C.O.D. restrictions may be placed on any past due account.

CREDIT TERMS: All invoices are **due within 30 days of the date of the invoice (NET 30) and are not contingent upon the collection of funds by the applicant from a third party.** A service charge of 1.5% (18% APR) may be assessed on delinquent invoices. Purchases from material suppliers are not subject to retainage. RDL Supply reserves the right to apply payments received to invoices that are not within the terms of our agreement.

VENUE: All amounts due for purchases from RDL Supply are payable at P.O. Box 59985, Dallas, TX 75229. It is further agreed that this agreement is entered into in the state of Texas, is governed by the laws of the state of Texas and that all obligation of the parties created herein are performable in Dallas County

CHANGE OF OWNERSHIP: I/We understand that we must notify RDL Supply in writing and by certified mail of any change in ownership, the name of the business or legal structure of the business under which credit is established. RDL Supply reserves the right to request a new credit application from the applicant upon notification of change.

DEFAULT: In the event of default, and if this account is turned over to an agency and/or an attorney for collection, the applicant agrees to pay all reasonable attorney fees, and/or costs of collection whether or not suit is filed. RDL Supply has the sole option of using mediation in the collection of any unpaid charges by the Applicant. Applicant agrees that venue of any lawsuit or mediation to enforce any obligation created herein is proper in Dallas County, Texas.

JOB INFORMATION: Complete job information is required on all orders. This includes, but is not limited to, property owner, general contractor, job name and complete address.

SALES TAX: Applicant is responsible for remitting all sales tax due or providing creditor with an appropriate resale/exemption certificate.

RETURN CHECKS: There is a minimum service charge of \$50.00 on all returned checks. In the event that RDL Supply receives a returned check from the applicant, RDL Supply reserves the right to terminate the applicant's open account.

RETURN MERCHANDISE: Returned items are subject to a minimum restocking fee of 20%. No credit will be given on special orders or custom fabricated products. No credit will be given for returns made 30 days after invoice date or if product is not in new/sellable condition.

WARRANTIES: All warranties cover materials only. Additional fieldwork is specifically excluded and will not be reimbursed. The only warranty, guarantee or representations by Creditor/Seller in connection with any purchase is as appears in the manufacturer's published catalog. Creditor/Seller makes no other warranty of any kind including the warranty of merchantability or fitness for a particular purpose.

TERMS OF AGREEMENT: Acceptance of Applicant order is expressly limited to and made conditional upon the terms and conditions contained herein, and any of the Applicant's terms and conditions which are in addition to or different from those contained herein which are not separately agreed to in writing by Creditor/Seller are hereby objected to and shall be of no effect.

I/We certify that this request is for the extension of credit for business purposes only and not for the extension of credit for personal, family or household purposes.

Applicant's signature below attests that all information provided by applicant is warranted to be true. I/We hereby authorize RDL SUPPLY to investigate all references and customary credit information sources including consumer credit reporting repositories regarding my/our credit and financial responsibility for the purpose of obtaining credit and for periodic review for the purpose of maintaining the credit relationship. Applicant attests financial responsibility, ability and willingness to pay in accordance with above terms:

Firm Name _____

Signature: _____ Title _____
(Must be an Officer, Owner or Partner)

Printed Name _____ Date _____

F. PERSONAL GUARANTEE

For valuable consideration, the receipt of which is acknowledged, including but not limited to the extension of credit by RDL Supply to _____(legal business name) the undersigned, individually, jointly and severally, unconditionally guarantee(s) to RDL Supply the full and prompt payment by _____ (legal business name), of all obligations which Guarantor presently or hereafter may have to RDL Supply and payment when due of all sums presently or hereafter owing by Guarantor to RDL Supply. Guarantor agrees to indemnify RDL Supply against any losses RDL Supply may sustain and expenses RDL Supply may incur as a result of any failure of Guarantor to perform including reasonable attorneys' fees and all costs and other expenses incurred in collecting or compromising any indebtedness of debtor guaranteed hereunder or in enforcing this guaranty against guarantor. This shall be a continuing Guaranty. Diligence, Demand, Protest or notice of any kind is waived. It shall remain in full force until guarantor delivers to RDL Supply written notice revoking it as to indebtedness incurred subsequent to such delivery. Such delivery shall not affect any of Guarantors obligations hereunder with respect to indebtedness heretofore incurred.

The undersigned personal guarantor, recognizing that his or her individual credit history may be a necessary factor in the evaluation of this personal guarantee, hereby consents to and authorizes the use of a consumer credit report on the undersigned, by the above named business credit grantor, from time to time as may be needed, in the credit evaluation process.

The undersigned as [an] individual(s) hereby knowingly consent to the use of such credit report consistent with the Federal Fair Credit Reporting Act as contained in 15 USC @ 1681 et seq.

Sign Name (Must be Owner, Officer, or Partner)	Print Name	Social Security Number	Date
Sign Name (Must be Owner, Officer, or Partner)	Print Name	Social Security Number	Date
Witness Signature	Print Name		Date

G. PRIVACY POLICY

September 1, 2005 the Legislature of the State of Texas signed a bill aimed at identity theft. Because we respect your right to privacy, we have developed This Privacy Statement to inform you about our privacy practices at **RDL II, LTD**. RDL II, LTD agrees to keep private and to secure any information provided by our customers during our scope of business.

For the extension of credit for business purposes only we request personal information to include social security number, driver's license number and/or account, debit or credit card number so we know who we are doing business with. Some of our counter sales require the same information needed for identification purposes when paying with credit card or check. After the transaction has been completed the documented need for the scope of business is put away in a drawer to be collected at the end of the day and filed in a secure place. Solely the credit department handles this information with limited exposure to our sales personnel. We keep this information in a secured file, which is controlled by the controller, credit department, or office managers depending upon need.

In the event the file has to be discarded for reasons within the scope of our business all the sensitive personal information will be shredded, erased or make information unreadable through any means.

Signature (Individual) (Corporate Representative)

Print Clearly