

## BUSINESS ACCOUNT CREDIT APPLICATION & AGREEMENT

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

Physical Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Cell: \_\_\_\_\_

Email: \_\_\_\_\_

### HISTORY

**LEGAL ENTITY**

- Corporation
- Business
- Other \_\_\_\_\_

**TYPE OF BUSINESS**

- Home Builder
- Remodeler
- General Contractor
- Other \_\_\_\_\_

**TYPE OF CONSTRUCTION**

- Residential
- Commercial
- Multifamily
- Other \_\_\_\_\_

**P.O. REQUIRED**

- Yes  No

**TAX EXEMPT**

- Yes  No

Year Started: \_\_\_\_\_ Number of Employers: \_\_\_\_\_ Accounts Payable Manager: \_\_\_\_\_

Previous Year Annual Sales: \$ \_\_\_\_\_ Previous Year Net Income: \$ \_\_\_\_\_

Estimated Monthly Purchase: \$ \_\_\_\_\_ (include financial statement if over \$5,000)

**INFORMATION ON PRINCIPLES OF BUSINESS**

Name	Title	Home Address	Phone Number
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

### BANK REFERENCES

Checking: \_\_\_\_\_ Account Number: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Financing: \_\_\_\_\_ Loan Officer: \_\_\_\_\_ Phone Number: \_\_\_\_\_

### BUSINESS REFERENCES

Name	Phone Number	Account Number
_____	_____	_____
_____	_____	_____
_____	_____	_____

If your application for business credit is denied, you have the right to a written statement of the specific reason for the denial. To obtain the statement, please contact our office within 60 days from the date you were notified of our decision.

**TERMS AND CONDITIONS OF SALE**

In consideration of the extension of credit by The Detering Company and/or South Texas Brick & Stone or affiliated entities or subsidiaries of The Detering Company or South Texas Brick & Stone (hereinafter called the "Company"), I/We (hereinafter called the "Applicant") agree as follows. Terms are Net 10th unless otherwise stated on the face of the invoice. Payment on all invoices are due on the 10th of the month following delivery. All accounts are due and payable in Houston, Harris County, Texas. The unpaid principal balance of any delinquent account is subject to the imposition of a delinquency charge computed on the unpaid balance at a rate of the lessor of 1.5% per month on the unpaid balance or the maximum legal rate. To the extend the customer pays a past due amount by credit card, the price will be adjusted upwards by the sum of 3% of the invoice amount as a credit card surcharge.

In the event of buyer's default of any obligations, The Company reserves the right to file mechanics liens in accordance with the State of Texas legal statutes. If it is necessary for The Company to place the account in the hands of an attorney for collection, then I, we agree to pay the reasonable attorney's fees incurred by The Company in recovering the account.

Seller shall not be liable for failure to ship or delays in shipment by reason of fires, floods or other casualties, wars, riots, embargoes, governmental regulations, Sellers inability to obtain necessary materials from its usual source of supply, shortage of cars or trucks or delays in transit, existence of future strikes or other labor troubles affecting production or shipment, and other contingencies, whether or not of a class or kind mentioned herein and not reasonably within the Seller's control.

Use constitutes acceptance. Standard materials, however, which are undamaged and resalable, that are left over on jobs will be picked up for credit. Material pickups must be made within 30 days of shipment. There will be a 20% restocking charge applied toward the credit. The following items cannot be returned: bag goods, special ordered items, and standard items not in their original packaging or were modified or damaged after delivery. Credit will be issued for the "door only" on returned units.

Seller disclaims any and all implied warranties, including, without limitation, any expressed or implied warranty of merchantability or fitness for purpose. In no event shall seller be liable for any special, indirect, incidental or consequential damages or for damages for loss of use or for loss of profit or any other business interruption which may be suffered by purchaser.

Applicant agrees to conform to the Terms and Conditions To the Purchase of Materials and Services as they appear on [www.detering.com/terms-and-conditions-of-sale](http://www.detering.com/terms-and-conditions-of-sale). Applicant certifies that all statements and information contained in this application and agreement are true, complete and correct and are representations made to be relied upon by The Company. Applicant authorizes The Company to make whatever credit inquires it may require concerning this application.

Signature \_\_\_\_\_ Title \_\_\_\_\_ Firm Name \_\_\_\_\_ Date \_\_\_\_\_

**GUARANTEED AGREEMENT**

In consideration of the extension of credit to the above named Applicant by The Company, I, we agree to personally guarantee all indebtedness incurred by the Applicant, including any interest assessed on past due balances as set out above and agreed to by Applicant. I, we agree to pay costs of suit and reasonable attorney's fees incurred by The Company or on its behalf in any action or proceeding against us. I, we further agree that this Guaranty is an irrevocable, absolute, complete and continuing guaranty of payment and not of collection and that no notice of the indebtedness or any extension of credit already or hereafter contracted for or extended need be given. I, we agree that within five days from the date of notice that the account is past due, I, we will pay the total amount due including any interest.

Signature \_\_\_\_\_ Signature \_\_\_\_\_  
Social Security No. \_\_\_\_\_ Social Security No. \_\_\_\_\_  
Home Phone No \_\_\_\_\_ Home Phone No. \_\_\_\_\_  
Home Address \_\_\_\_\_ Home Address \_\_\_\_\_

**AUTHORIZATION FOR PERSONAL CREDIT REPORT**

The undersigned hereby authorizes The Company to obtain a consumer credit report on the undersigned. The undersigned hereby consent(s) to The Company's use of a non-business consumer credit report on the undersigned in order to further evaluate the credit worthiness of the undersigned as principal(s), proprietor(s) and/or guarantor(s) in connection with the extension of business credit as contemplated by this credit application. The undersigned hereby authorizes The Company to obtain and utilize a consumer credit report on the undersigned from time to time in connection with the extension or continuation of the business credit represented by this credit application. The undersigned as an individual hereby knowingly consents to the use of such report consistent with the Federal Fair Credit Reporting Act.

Signature \_\_\_\_\_  
Social Security Number \_\_\_\_\_