

"A TRADITION OF QUALITY"

Since 1984
 5151 Castroville Rd.
 San Antonio, TX 78227
 kelly@deaspecialties.com
 www.deaspecialties.com



San Antonio
 Office (210) 298-5580
 Fax (210) 523-1544
Austin
 Office (512) 440-7872
 Fax (512) 440-7818

CREDIT APPLICATION & AGREEMENT

TO:

The following information is provided in consideration for securing credit from DEA Specialties Co.

(Please **Type** or print **Legibly**)

<u>APPLICANT/BUYER</u> (Legal Company Name)		<u>PAYING OFFICE</u> (if different from Applicant's)	
Name		Business Name	
Street Address		Mailing Address	
City, State, Zip	Ph. _____ Fax: _____	City, State, Zip	
Check One Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/>		Individual to Contact	Ph _____ Fax: _____
D & B Duns #	How Long Established	Type of Business	
Name and Address of Owners or Executive Officers - If additional space is needed use separate sheet			
Name	Title	Name	Title
Street Address		Street Address	
City, State, Zip	Phone #	City, State, Zip	Phone #
Are purchase order numbers required on our invoices? Yes <input type="checkbox"/> No <input type="checkbox"/> Is Company Bondable? Yes <input type="checkbox"/> No <input type="checkbox"/> Bonding Limits: \$			
Bonding Company:		Agents Name:	
Address:		Agents Phone:	
Phone:		Amount of credit applying for? \$ _____	
What procedures must be followed to qualify our invoices for prompt payment?			
Has this company or any of its officers, directors, or owners ever filed a voluntary petition in bankruptcy, been adjudged bankrupt or made an assignment for the benefit of creditors? Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes, please state who and when:			
Has a tax lien or civil suit been filed against this company or any of its officers, directors, or owners within the past 5 years? Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes, please explain:			
Are all taxes owed by this Company to all taxing authorities current? Yes <input type="checkbox"/> No <input type="checkbox"/> If No, please explain:			
Is this Company or any of its officers, directors or owners a guarantor or endorser of debts or notes owed by others? Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes, please explain:			

↓ OFFICE USE ONLY - DO NOT COMPLETE ↓			
D & B Rating:	Credit Limit Approved: \$	Approved by:	Date

BUSINESS REFERENCES		↓ OFFICE USE ONLY - DO NOT COMPLETE ↓				
Name	Phone #	High Credit	Now Owes	Amt. Past Due	Last Sales	Payment Record
Street Address		Comments				
City, State	Zip Code					
Contact Person	Fax#					
Name	Phone #	High Credit	Now Owes	Amt. Past Due	Last Sales	Payment Record
Street Address		Comments				
City, State	Zip Code					
Contact Person	Fax#					
Name	Phone #	High Credit	Now Owes	Amt. Past Due	Last Sales	Payment Record
Street Address		Comments				
City, State	Zip Code					
Contact Person	Fax#					
Name	Phone #	High Credit	Now Owes	Amt. Past Due	Last Sales	Payment Record
Street Address		Comments				
City, State	Zip Code					
Contact Person	Fax#					

BANK REFERENCES		CHECKING ACCOUNT	LOAN EXPERIENCE
Name	Phone # Fax#	Comments	
Street Address			
City, State	Zip Code		
Loan Officer	Check Account No.		
Name	Phone # Fax#	Comments	
Street Address			
City, State	Zip Code		
Loan Officer	Check Account No.		

DEA Specialties Co.
TERMS OF SALE & CREDIT POLICIES

I. PAYMENT TERMS ON CREDIT-WORTHY CUSTOMERS

We require one of 3 forms of paperwork in order to do business with your company:

- A. An approved written purchase order that specifies payment terms. We do not accept verbal purchase orders.
- B. A signed and approved DEA quotation that states the following payment terms:
 - a) For material only sales, payment is NET 30/No retainage held; our payment is not contingent upon you getting paid .
 - b) For material + labor sales, payment submitted by the 25th to be paid by the 10th of the following month.
- C. An approved subcontract with specified payment terms with pay application date and notice of specified retainage amount. Verbal change orders are not acceptable.

If an applicant's credit history is too new to rate or if applicant is deemed not credit-worthy, we accept cash, business checks, VISA/MC credit cards or 50% down prior to ordering material and balance prior to shipping of material. We require a credit card number to secure the installation date. Customer may then mail in their payment upon installation. Once we have satisfactorily worked with your company on several jobs in this manner, we will then extend you credit on future orders.

First-time out-of-town applicants may be required to pay in advance on their first order prior to establishing a credit relationship with DEA.

All indebtedness due to DEA is due and payable in full at its office in Bexar County, Texas. All contracts and sales are deemed to be made and performable in Bexar County, Texas

II. REMITTANCE

- A. Please state on your check remittance the amount and the invoice numbers being paid.
- B. Please show on your remittance advice any credit memorandum applied in arriving at the net total payment.
All payments should be mailed to:
DEA Specialties Co., Inc.
5151 Castroville Rd.
San Antonio, Texas 78227
- C. For any questions regarding invoices, contact Susan Moore @ (210) 298-5594..

III. DELINQUENT ACCOUNTS

- A. Past due balances will be subject to a monthly service charge. The service charge will be added to your statement and shall accrue at the rate of 1-1/2% per month or the maximum percentage allowed by law, whichever is less.
- B. An account that is delinquent to the point where DEA has suspended all sales transactions must satisfy the following requirements in order to restore open credit privileges.
 - Pay all past due balances
- C. We will also protect our interest by relying on secondary protection afforded by lien or bond claims. Therefore, we will reserve the right to file timely notices on either a Mechanics Lien or bond claim with the Surety Company (on bonded work), whichever is appropriate. This process protects our rights to collect.

IV. Applicant/Buyer(s) agrees to pay attorney's fees and expenses over and above any balance due if an account is turned over for collection to an attorney.

Applicant/Buyer (s) understands and agrees to be bound by the above Summary of Terms of Sale and Credit Policies. Applicant/Buyer(s) also certify that the information provided herein is true and accurate.

Applicant authorizes DEA to contact all credit references listed plus any credit reporting agency it deems necessary. Applicant also authorized the credit references listed to release credit information to DEA.

THE PERSON(S) SIGNING THIS APPLICATION CERTIFY THAT ALL OF THE INFORMATION CONTAINED IN THIS APPLICATION AND ANY ATTACHMENT OR AMENDMENT IS TRUE, CORRECT, AND COMPLETE TO THE BEST OF THEIR INFORMATION, KNOWLEDGE, AND BELIEF.

NAME OF ENTITY

DATED: _____

BY: _____
OWNER/PARTNER/PRESIDENT

WITNESS

PRINT NAME/TITLE OF ABOVE

CONTINUING PERSONAL GUARANTEE

In consideration of the extension of credit between Customer and DEA Specialties Co., Inc., or, as appropriate, continued sales by DEA Specialties Co., Inc., to Customer, and as an inducement to DEA Specialties Co., Inc., to continue to offer such extension of credit and/or to extend credit and/or to sell to said Customer, the undersigned, jointly and severally, unconditionally guarantees the payment of any and all sums of money as are now or at any time hereafter may be owing to DEA Specialties Co., Inc., by said Customer as a result of DEA Specialties Co., Inc.'s extension of credit and/or sales to customer. In the event payment is not made and this account is referred for collection, we agree to pay cost of collection equal to a minimum amount of twenty-five percent (25%) of the principal amount due. If suit or action by an attorney is instituted, we promise to pay reasonable attorney's fees in said suit or action. Applicant also agrees to pay interest and finance charges at the highest rate authorized by law.

The undersigned agrees to hold DEA Specialties Co., Inc., harmless from any loss, damage, and expenses caused or arising out of default on the part of the Customer. DEA Specialties Co., Inc., may proceed against the undersigned without being required to first proceed against the Customer, and may proceed against any one of the undersigned without waiving its rights to proceed against any of the remaining guarantors. The liability of the undersigned under this guarantee is primary.

The undersigned waive notice of, extension of time or modification of terms, settlements or resolutions of disputes, modification of credit availability, default of Customer. It is understood and specifically agreed that in the event of suit or action, same shall take place in San Antonio, Bexar County, Texas. Customer specifically understands that they are waiving their right to litigate outside of San Antonio, Bexar County, Texas.

This is intended to be and is a continuing guarantee and shall not be revoked except by written notice to DEA Specialties Co., Inc., not to make any further sales and deliveries on the security of this Guarantee and until the expiration of five (5) days after such notice shall have been received by DEA Specialties Co., Inc., by registered mail, return receipt requested. Any such revocation shall be effective only with respect to merchandise shipped or delivered after the expiration of said five-day period, and shall not affect, in any respect, liability incurred by the undersigned prior to that time.

All indebtedness of Customer to the undersigned, whether by right of subrogation or otherwise, is subordinated to the obligations of Customer to DEA Specialties Co., Inc., and shall not be paid in whole or in part until all indebtedness to DEA Specialties Co., Inc., is paid.

The undersigned agrees to unconditionally guarantee payment of all sums owed pursuant to this Agreement and further agrees to its terms regarding venue.

Date _____

Date _____

Signature _____

Signature _____

THE STATE OF TEXAS *

*

COUNTY OF BEXAR

*

SUBSCRIBED AND SWORN TO BEFORE ME on this the _____ day of _____, 20__.

Notary Public in and for the State of Texas

My Commission Expires: _____