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**Customer Credit Application**

**This application for Credit and Credit Agreement (this "Application") is executed and delivered to RBR Machine (RBR) ("Seller") for the purpose of inducing Seller to extend credit to the Applicant ("Applicant") named below. It is requested that credit be extended to:**

Legal Name: \_\_\_\_\_ DBA \_\_\_\_\_

Billing Address: \_\_\_\_\_ Shipping Address: \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Corporation       Ltd. Partnership       Ltd. Liability Co.       General Partnership       Sole Proprietorship

State of Incorporation or Organization \_\_\_\_\_ Date of Incorporation/Organization \_\_\_\_\_

Principals/Owners \_\_\_\_\_ No. of employees \_\_\_\_\_

Chief Executive Officer \_\_\_\_\_ Financial Contact \_\_\_\_\_

Product/Service provided (resale, fabrication, manufacturing, etc.) \_\_\_\_\_ SIC Code \_\_\_\_\_

Applicant's credit amount request \$ \_\_\_\_\_ Dun & Bradstreet Number \_\_\_\_\_

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**Bank Reference:**

Bank Name \_\_\_\_\_ Servicing Officer \_\_\_\_\_

Address \_\_\_\_\_ Phone Number \_\_\_\_\_

\_\_\_\_\_ Account # \_\_\_\_\_

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**Credit References:**

By listing names, you authorize us to contact them for the purpose of obtaining your credit status. Applicant agrees that Seller may utilize outside credit reporting services to obtain information on the Applicant.

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

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

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

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

Phone #: \_\_\_\_\_

Phone #: \_\_\_\_\_

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

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

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

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

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

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

Phone #: \_\_\_\_\_

Phone #: \_\_\_\_\_

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

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

**Accounts Payable Contact:**

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

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

Phone # : \_\_\_\_\_

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

Email Invoices to : \_\_\_\_\_

Is this company currently involved in bankruptcy proceedings?

Yes \_\_\_\_\_ No \_\_\_\_\_

Has this company been involved in bankruptcy in the last two years?

Yes \_\_\_\_\_ No \_\_\_\_\_

Is this company tax exempt?

Yes \_\_\_\_\_ No \_\_\_\_\_

For **Tax Exempt status** please include a Texas Sales Tax Certificate.

Applicant agrees that the following terms and conditions apply to such transaction. Seller may terminate any credit availability at any time within its sole discretion without written or advance notification to applicant.

1. Applicant will make full payment of the invoice amount for all Products/Services sold to Applicant on credit to the remittance location specified on the invoice within terms as stated on the face of the invoice. If the Applicant does not make full payment of said invoice amount within the period specified, Applicant will be liable to Seller for, in addition to the unpaid principal amount of said invoice: (1) all costs and expenses of collection incurred by Seller, including and without limitation, reasonable attorneys' fees and court costs and (2) interest on the unpaid balance of said invoice amount at the lesser of one and one-half percent (1.5%) per month or the highest interest rate permitted to be contracted for, charged or received without penalty or forfeiture under applicable law, commencing on the first day beyond terms until paid. Applicant agrees that the commercial laws of Texas shall govern this agreement and that jurisdiction and venue shall be in Houston, Harris County, Texas. Applicant agrees to waive a jury trial at Seller's sole discretion. Any credit extended by the Seller to the Applicant is business debt. At no time shall consumer law be in effect.
2. **Standard credit terms are Net 30 and are subject to approval at the sole discretion of RBR Machine.**
3. Applicant's credit status including terms and limits with Seller will be reviewed yearly and Applicant may be required to reapply for credit terms with Seller upon request of Seller.
4. Applicant grants to Seller a security interest in the Products/Services, as well as a security interest in any goods made or fabricated therefrom and the proceeds thereof.
5. This Agreement constitutes the entire agreement of Applicant and Seller as it relates to the granting of credit with respect to the terms and conditions associated with the sale or products and services. There are no other agreements, express or implied. In the event of conflict and/or inconsistency between the terms as stated on the face of the invoice and anything contained in any purchase order, contract or agreement between parties, the terms and conditions hereof shall govern and control.
6. Applicant warrants that the information and statements contained herein are true, correct, and complete, and that Applicant presently has full ability to pay all invoices as they come due. Applicant further warrants that it has disclosed herein all information that would be material to a prudent seller's decision to extend credit and acknowledges that Seller is relying upon same.
7. Seller may amend this agreement by mail notification to Applicant with respect to all transactions begun after the date thereof, and additional signatures are not required to have such amendments incorporated into the original agreement once credit is extended under the new terms.
8. All payments made against open charges may be applied at the discretion of the Seller. Seller shall have the right of recoupment of credits, refunds, reserves, or other monies owed to Applicant.
9. Applicant hereby authorizes Seller to release information to other creditors regarding Applicant's credit experience with Seller.
10. It shall be a default under this Agreement if Applicant becomes insolvent, files a voluntary petition in bankruptcy, makes an assignment for the benefit of creditors, is adjudicated bankrupt, permits a receiver to be appointed, or permits or suffers a material disposition of its assets.
11. SELLER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED WITH RESPECT TO THE PRODUCTS AND, IN PARTICULAR, SELLER MAKES NO WARRANTY OF MERCHANTABILITY OR THAT ANY PRODUCTS WILL BE FIT FOR ANY PARTICULAR PURPOSE, EVEN IF SELLER IS ADVISED OF THE PURPOSE.
12. SELLER'S **SOLE LIABILITY** TO APPLICANT AND APPLICANT'S **SOLE AND EXCLUSIVE REMEDY** for breach of the foregoing warranty is, at Seller's option: (a) replacement of such product upon its return to Seller; or (b) allowance to Applicant for the costs paid by Applicant for sale of such product. IN NO WAY SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES INCLUDING, BUT NOT LIMITED TO ANY LOST PROFITS.

In WITNESS WHEREOF, Applicant hereby warrants and represents that its signatory whose signature appears below has been and is on the date of this Agreement duly authorized by all necessary and appropriate action to execute this Agreement.

Signature: \_\_\_\_\_

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

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

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