

# CREDIT ACCOUNT APPLICATION

NAME \_\_\_\_\_

TELEPHONE \_\_\_\_\_

\_\_\_\_\_ INDIVIDUAL \_\_\_\_\_ PARTNERSHIP \_\_\_\_\_ CORPORATION

List names and addresses of Corporate Officers and/or all Partners:

_____	_____
_____	_____
_____	_____

References:

Bank \_\_\_\_\_  
(Contact) (Telephone)

Other \_\_\_\_\_  
(Name) (Address) (Telephone)

\_\_\_\_\_

(Name) (Address) (Telephone)

\_\_\_\_\_

(Name) (Address) (Telephone)

All accounts are due and payable the 10th day of the month following the billing date on the billing statement, in Olton, Lamb County, Texas. Terms of this account are set forth in the accompanying Credit Agreement. This application will not be considered without the signed Credit Agreement.

DATE: \_\_\_\_\_

\_\_\_\_\_  
(Your Signature) (Title)

\_\_\_\_\_  
(Print Your Name)

\_\_\_\_\_  
(Print Billing Name)

\_\_\_\_\_  
(Print Billing Address)

\_\_\_\_\_  
(City) (State) (Zip Code)

## **CREDIT AGREEMENT**

In consideration of the extension of credit by Olton Welding & Machine, Inc. (the "Company") the undersigned hereby agrees as follows:

(1) I agree to pay for all purchases I make and all purchases made by others I authorize to use my account at the office of the Company in Olton, Lamb County, Texas. I understand I will receive a billing statement after the end of each calendar month in which there is a balance owing on my account. I agree to pay for such purchases by paying the entire balance shown on my monthly billing statement by the 10th of the month following (the "Billing Date").

(2) If I pay the entire balance shown on my monthly billing statement on or before the 10th day of the month following the Billing Date, I will incur no FINANCE CHARGE for the month of payment. If I fail to pay the entire balance shown on my monthly billing statement within the time provided above a FINANCE CHARGE will be imposed on my account computed as specified in Paragraph (3) below.

(3) Calculation of the FINANCE CHARGE. The FINANCE CHARGE is calculated on the balance that is subject to FINANCE CHARGE. This balance is determined by the Adjusted Balance Method, as follows: The "balance subject to FINANCE CHARGE" is calculated by taking the Account balance owed at the end of the previous Billing Cycle and subtracting any unpaid Finance Charges, payments and credits received during the current Billing Cycle. The FINANCE CHARGE is figured this way: the "balance subject to Finance Charge" in the Customer's Account is multiplied by the annual rate, divided by 365 days, multiplied by the number of days past due. The result is the FINANCE CHARGE. The annual rate is 18%.

(4) All payments and credits will be applied first to unpaid FINANCE CHARGES and then to unpaid purchases (oldest first).

(5) In the event of default this account may be placed with an attorney or other collection agency. Any of the following events shall constitute a default under this Agreement and require the immediate payment of all amounts due under this Agreement:

- a. Customer's failure to make any required payment by the due date under this Agreement;
- b. The total balance due under this Agreement, including any purchases and Finance Charges, exceeds the credit limit;
- c. Customer's involvement as a debtor in a bankruptcy or similar proceeding;
- d. Making a false statement on Creditor's credit application; or
- e. Customer's failure to comply with any other term of this agreement.

(6) The Company reserves the right to limit my purchases and to withdraw or restrict my credit privileges if I fail to pay my obligations as they are due. The Company will, at its option, withdraw my credit privileges if I have a past due account on the 60th day following the Billing Date on a monthly billing statement.

(7) From time to time the Company may amend this agreement upon written notice to me of not less than 30 days prior to the beginning of the billing cycle within which the amendment is to become effective.

(8) I hereby authorize the Company to furnish information concerning its credit experience to credit reporting agencies and others who may lawfully receive such information. I also authorize the Company to run a credit check on me at any time necessary for the maintenance of this account.

(9) The construction and the enforcement of this agreement shall be governed by the laws of the State of Texas. Any provision of this agreement that may be prohibited by law shall be ineffective only to the extent of such provision.

(10) It is agreed that I/We will unconditionally, personally guarantee payment of this account without notice of default and without presentation to the undersigned. This guarantee shall be deemed to be a continuous guarantee. If this account is placed in the hands of an attorney or collection agency for collection, I further agree to pay reasonable attorney's fees, collection fees, court costs and any interest which the account may earn.

(11) Authorized users: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**NOTICE TO BUYER: DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT, OR IF IT CONTAINS BLANK SPACES. YOU ARE ENTITLED TO A COPY OF THE AGREEMENT TO PROTECT YOUR LEGAL RIGHTS. YOU HAVE THE RIGHT TO PAY IN ADVANCE THE FULL AMOUNT DUE.**

DATE: \_\_\_\_\_

\_\_\_\_\_  
(Print Your Name)

\_\_\_\_\_  
(Your Signature) (Title)

\_\_\_\_\_  
(Print Billing Name)

\_\_\_\_\_  
\*(Guaranteed individually by)

\_\_\_\_\_  
(Print Billing Address)

\* If a corporation, must be signed by the principal officer.

\_\_\_\_\_  
(City) (State) (Zip Code)