



CREDIT APPLICATION

1732 Universal City Blvd.
Universal City, TX 78148
888-787-2366
888-787-2329 Fax

Amount of Open Credit Requested: \$ _____

Business Name: _____ Phone No.: (____) _____

Office Address: _____ Fax No.: (____) _____
STREET ADDRESS
CITY STATE ZIP

Accounts Payable Contact: _____ Email address: _____

Type of Business: Individual Proprietorship Partnership Corporation LLC/LLP

Tax Resale I.D. No.: _____ Number of years as this business? _____

(Please attach a copy of your signed tax resale certificate)

OWNER INFORMATION:

NAME	HOME ADDRESS	PHONE	SS# _____
_____	_____	_____	DL# _____
NAME	HOME ADDRESS	PHONE	SS# _____
_____	_____	_____	DL# _____
NAME	HOME ADDRESS	PHONE	SS# _____
_____	_____	_____	DL# _____

TRADE REFERENCES:

- NAME ADDRESS PHONE ACCT. NO.

- NAME ADDRESS PHONE ACCT. NO.

- NAME ADDRESS PHONE ACCT. NO.

BANK REFERENCE:

- NAME ADDRESS PHONE ACCT. NO.

TERMS OF CREDIT/SALE:

In addition to those terms and conditions set forth on the reverse of this Credit Application, payment for all goods received is due NET THIRTY (30) DAYS at the offices of SUPA Doors, Inc. in Bexar County, Texas. A discount of two percent (2%) is applied to the cost of the doors (but not to the cost of freight) if payment is received within ten (10) days of delivery. It is agreed that past due balances are subject to interest/service charges at a rate of 1.5% per month. Any partial payments on overdue accounts shall be applied first to service charges, then to the remaining principal balance. The above applicant hereby authorizes SUPA Doors, Inc. to contact credit references to obtain the necessary credit information, and to give credit information to other trade sources in its normal course of business. The individual signing this Credit Application on behalf of the applicant represents and warrants that he/she is the authorized representative of applicant and is in all things duly empowered to bind application to this agreement.

Signed: _____

Date: _____

Name: _____

Title: _____

GUARANTY OF INDEBTEDNESS

In consideration of SUPA Doors,, Inc. extending credit to the above applicant, the undersigned does personally and individually guarantee to payment of all sums of money that is due or may become due hereafter to SUPA Doors, Inc. for goods, merchandise, or services sold to applicant. Performance of this Guaranty shall be in Bexar, County, Texas. Guarantor grants permission to SUPA Doors, Inc. to obtain personal credit information from references furnished and/or from credit bureau reports. If it becomes necessary to enforce this Guaranty by suit, applicant agrees to pay interest and attorneys fees in accordance with the Terms and Conditions below.

Signed: _____

Date: _____

Name: _____

Title: _____

TERMS & CONDITIONS OF SALE

1. All sales are expressly conditional on Buyer's agreement to the terms and conditions on the front and back of this form. It is understood and agreed that any order or statement of intent to purchase any goods from SUPA Doors, Inc. (hereafter referred to as "Seller"), including any direction to proceed with procurement, manufacture or shipment of any of goods, shall constitute assent to these terms and conditions. Any different or additional terms and conditions proposed by Buyer in a purchase order or otherwise, are rejected by Seller and will not be binding upon Seller unless expressly agreed to in writing by an authorized representative of Seller's management. These terms and conditions of sale represent the entire agreement of the parties as to purchases made by Buyer from Seller.
2. Payment for all goods received is due NET THIRTY (30) DAYS at the offices of SUPA Doors, Inc.. A discount of two percent (2%) is applied to the cost of the doors (but not to the cost of freight) if payment is received within ten (10) days of delivery. It is agreed that past due balances are subject to interest/service charges at a rate of 1.5% per month.
3. Unless otherwise stated, quotations expire 30 days from the date thereof, and may be modified or withdrawn by Seller prior to written acceptance by Buyer. All quotations and prices are subject to change without notice. Prices do not include any present or future sale, use, excise, value-added or similar taxes, and where applicable, such taxes shall be billed as a separate item and paid by the Buyer. Seller assumes no responsibility for quoted materials meeting any job specification or requirements unless specifically so stated in its written quotation. Seller is merely quoting its interpretation of Buyer's specifications and bill of material.
4. Upon delivery by Seller to Buyer and/or the agreed place of delivery, all risk of loss and damage shall be on Buyer. Deliveries by common carrier are F.O.B. shipping point. Damage or shortage claims arising from direct shipments are to be made by Buyer against carrier. Seller assumes no responsibility beyond delivery to carrier in good order and is not responsible for loss, damage, or delay occurring thereafter. All items shown as freight allowed pertain to particular items and quantities. Extra labor or mechanical facilities required to unload deliveries shall be provided by Buyer at Buyer's expense. Title shall pass to Buyer upon Seller's receipt of payment in full for the invoiced amount.
5. Shipping dates are not guaranteed, but if stated, are based upon best information then available and unless otherwise specifically stated in writing are subject to change with out notice. Seller shall not be liable for failure to deliver or for delay in delivery or performance due to an act of God, act or omission of Buyer, act of civil or military authority, governmental priority or other allocation or control, fire, strike or other labor difficulty, riot or other civil disturbance, insolvency or other inability to perform by any manufacturer, delay in transportation, any other commercial impracticability and/or any cause beyond Seller's exclusive control. In the event of any such delay, the date of delivery or performance shall be extended for a period equal to the time lost by reason of delay. Any deviation after placement or order, such as changes in quantity or partial release, will also extend the date for delivery where applicable. Should shipments be held or stored beyond delivery date for convenience of Buyer, Seller may, at its option, assess reasonable charges for any expense incident to such delay.
6. In the event any or all of the goods sold by Seller are the products of other manufacturers, Seller shall use its good faith efforts to obtain from each manufacturer, in accordance with the manufacturer's warranty (copies of which will be furnished upon request) or customary practices, the repair or replacement of such goods that may prove defective in material or workmanship. The foregoing shall constitute the exclusive remedy of the Buyer and the sole obligation of Seller with respect to all goods manufactured by other manufacturers. Except as to title, THERE ARE NOT WARRANTIES, EITHER WRITTEN, ORAL, IMPLIED OR STATUTORY, relating to the described goods which shall extend beyond that described in this paragraph. NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE SHALL APPLY.
7. Seller's liability on any claim for loss or damage arising out of this agreement, including the performance or breach thereof, or connected with the supplying of any goods hereunder, whether based on contract, warranty, tort (including negligence) or other legal or equitable grounds, shall not exceed the price allowable to such goods or part thereof involved in the claim. Seller shall not, under any circumstance, be liable, for any labor or other charges without the prior written consent of Seller. Seller shall not, in any way or to any extent, be liable for special, consequential, incidental, liquidated or penal damages including, but not limited to, loss of profits or revenue, loss of use of the product or any associated product, sots of capital, cost of substitute products, facilities or services, downtime costs or claims of customers of the Buyer for such damages. If Seller furnishes Buyer with advice or other assistance concerning its goods supplied hereunder which is not expressly required by the terms of any contract signed by Seller, the furnishing of such advice or assistance shall be deemed gratuitous and Buyer hereby agrees to waive any and all claims and causes of action, whether based on contract, warranty, equity, tort (including negligence) or other grounds, against Seller in any way related to such advice or assistance.
8. No goods will be accepted for return without the written permission of Seller. All goods claimed to be defective shall be held subject to inspection by Seller and/or the manufacturer. Normally stocked items in resalable conditions will be accepted for credit subject to a restocking charge. Manufacturers restocking charge will apply when material has to be returned to manufacturer. Goods will not be accepted for return after thirty (30) days from date of delivery. Specially ordered items or abnormal quantities of stock items are not subject to return.
9. No waiver, alteration or modification of any of the provisions hereof shall be binding upon Seller unless Seller expressly assents to same in writing by an authorized representative of Seller's management.
10. If it is necessary for Seller to institute legal proceedings against Buyer to enforce any of the terms of this Agreement ad/or any purchase order, Seller shall be entitled to recover from Buyer its reasonable attorney fees, court costs and interest on the debt as set forth herein.