

Metl-Span LLC
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CREDIT APPLICATION AND AGREEMENT

DATE: _____

LEGAL NAME (THE "PURCHASER"): _____

DOING BUSINESS AS: _____

MAILING ADDRESS: _____
STREET OR P.O. BOX NO. CITY STATE ZIP COUNTY

STREET (IF DIFFERENT FROM MAILING ADDRESS): _____
STREET CITY STATE ZIP COUNTY

E-MAIL ADDRESS: _____

PROPRIETORSHIP
 PARTNERSHIP
 CORPORATION
 NON PROFIT ORGANIZATION

YEAR BUSINESS STARTED: ___ TYPE OF BUSINESS: _____

BUSINESS TELEPHONE NO. _____ FAX NO. _____

PRINCIPAL OWNER(S) OR OFFICER(S) ARE:

NAME	TITLE	RESIDENT ADDRESS	RESIDENT PHONE	SOC. SEC #
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

WERE ANY OF THE PRINCIPALS IN BUSINESS PREVIOUSLY? IF SO, GIVE BUSINESS NAME AND REASON FOR DISCONTINUING: _____

HAVE ANY OF THE PRINCIPALS FILED FOR BANKRUPTCY PERSONALLY OR CORPORATELY? IF SO, GIVE DETAILS _____

BANK REFERENCE:	NAME OF BANK	OFFICER	ACCOUNT NUMBER
_____	_____	_____	_____
PHONE NO.	ADDRESS:		
_____	_____		

BUSINESS OR TRADE REFERENCES (IN RELATED FIELD, IF POSSIBLE)

	COMPANY NAME	ADDRESS	TELEPHONE NUMBER
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____

PLEASE ATTACH A COPY OF YOUR MOST RECENT FINANCIAL STATEMENT. PAYMENT TERMS ARE 1% 10 DAYS NET 30 FROM THE DATE OF ANY INVOICE, PAYMENT IN FULL WITHOUT RETAINER. IF, IN METL-SPAN'S SOLE DISCRETION EXERCISED AT ANY TIME AND FROM TIME TO TIME, THE FINANCIAL CONDITION OF THE PURCHASER DOES NOT JUSTIFY THE SPECIFIED TERMS OF PAYMENT, PARTIAL OR FULL PAYMENT MAY BE REQUIRED AS A CONDITION TO COMMENCEMENT OR CONTINUATION OF MANUFACTURE OR SHIPMENT. A SERVICE CHARGE EQUAL TO THE LESSER OF (I) 18% PER ANNUM OR (II) THE MAXIMUM INTEREST RATE, IF ANY, PERMITTED BY APPLICABLE LAW WHICH APPLICABLE LAW SHALL BE TEXAS LAW (TO THE EXTENT PERMITTED) SHALL ACCRUE AND BE DUE AND PAYABLE WITH RESPECT TO BALANCES UNPAID FOR MORE THAN 30 DAYS. FOR CONSIDERATION OF OPENING THIS ACCOUNT, IT IS AGREED THAT I/WE WILL PERSONALLY GUARANTEE PAYMENT OF THIS ACCOUNT, AND FURTHER AGREE TO PAY ALL COSTS OF COLLECTION INCLUDING ATTORNEY FEES AND COURT COSTS. IT IS UNDERSTOOD THAT THIS GUARANTY SHALL BE CONTINUING AND IRREVOCABLE GUARANTY AND INDEMNITY FOR SUCH INDEBTEDNESS OF THE COMPANY. ALL BILLS ARE DUE AND PAYABLE IN DENTON COUNTY, TEXAS. FURTHER, THESE TERMS AND CONDITIONS SUPERSEDE ANY AND ALL TERMS OR CONDITIONS APPEARING ON ANY OTHER DOCUMENTS, PURCHASE ORDERS RELATED TO BUSINESS ACTIVITIES BETWEEN COMPANIES. I/WE UNDERSTAND, FOR THE PURPOSE OF INVESTIGATING CREDIT HISTORY, A PERSONAL RETAIL AND/OR COMMERCIAL CREDIT REPORT MAY BE OBTAINED THROUGH THE APPROPRIATE CREDIT REPORTING AGENCIES. I/WE WAIVE OUR RIGHT TO A TRIAL BY JURY. METL-SPAN CLAIMS AN EXPRESS RIGHT TO APPLY ALL PAYMENT RECEIVED ON ACCOUNT AS THEY DEEM APPROPRIATE. YOU HEREBY AGREE THAT ANY CONTROVERSY BETWEEN YOU AND METL-SPAN INVOLVING THE CONSTRUCTION OR APPLICATION OF ANY OF THE TERMS, COVENANTS OR CONDITIONS OF THIS CREDIT APPLICATION OR ANY OTHER ORAL OR WRITTEN AGREEMENTS BETWEEN YOU AND METL-SPAN, SHALL, AT THE SOLE OPTION OF METL-SPAN, BE SUBMITTED TO ARBITRATION, AND SUCH ARBITRATION SHALL COMPLY WITH AND BE GOVERNED BY THE PROVISIONS OF THE TEXAS GENERAL ARBITRATION ACT (R.C.S. ARTS.244 ET SEQ.). ARBITRATION SHALL BE INITIATED BY A WRITTEN REQUEST FROM METL-SPAN TO YOU.

PURCHASER, BY SIGNING THIS CREDIT APPLICATION AND AGREEMENT, AGREES TO THE FOREGOING TERMS AND WARRANTIES AND REPRESENTS THAT ALL OF THE INFORMATION FURNISHED HEREON IS TRUE, COMPLETE AND CORRECT.

ATTN: BANK OFFICER I HEREBY AUTHORIZE YOU, AS MY BANK OF RECORD, TO RELEASE INFORMATION REGARDING MY ACCOUNT(S) TO METL-SPAN LLC

_____ * SIGNED INDIVIDUALLY BY	_____ COMPANY
_____ * SIGNED INDIVIDUALLY BY	_____ BY
_____ * IF A CORPORATION, THIS APPLICATION MUST BE SIGNED BY A CORPORATE OFFICER	_____ TITLE