

CITY PIPE & SUPPLY CORP.

P.O. Box 2112, Odessa, Texas 79760
(432) 332-1541; (432) 332-6243 Fax

**CREDIT APPLICATION
AND AGREEMENT**

Name of Applicant: _____
Full name of individual, firm name or corporation name

Address: _____
Number and Street City State Zip Code

Mailing Address (if different than above): _____

Telephone Number: _(_____)_____ Fax Number: _(_____)_____

Type of Business: _____ E-Mail Address: _____

Individually Owned: _____ Partnership: _____ Corporation: _____ Fed ID #: _____

List Name(s) of Owner(s) or corporate Officers with Title:

_____ Social Security Number: _____

_____ Social Security Number: _____

Years in Business: _____ Previous Business or Name?: _____

Names and Addresses of Credit References (whom you do business with and bank credit):

Bank: _____

1: _____ Telephone: _____
Name Address City, State Zip Fax: _____

2: _____ Telephone: _____
Name Address City, State Zip Fax: _____

3: _____ Telephone: _____
Name Address City, State Zip Fax: _____

4: _____ Telephone: _____
Name Address City, State Zip Fax: _____

Special Billing Instructions (if any): _____

Is Purchase Order Number required?: _____ Statement required? _____

Are you tax exempt?: _____ If so, fill out the attached certificates

If checks are issued under another name, please list: _____

Are all personnel authorized to make purchases? _____ If there is a restriction,
please list those authorized: _____

Person to contact regarding the account: _____

Telephone Number: _____

**CITY PIPE & SUPPLY CORP.
CREDIT AGREEMENT**

In the event the foregoing applicant for credit is accepted and approved, the applicant (hereinafter called "customer") agrees to the following terms and conditions:

- A. The cash sales price for all materials and services purchased by customer is due within thirty (30) days after the date of the invoice for that merchandise. Payments should be mailed to City Pipe & Supply Corp., P.O. Box 946, Odessa, TX 79760.
- B. If payment by check is received by City Pipe & Supply Corp. within ten (10) days after the date of the invoice, the customer is entitled to a 1% discount. Due to the cost of processing, credit card payments are not entitled to a cash discount.
- C. Interest shall be paid by the customer on all past due invoices at the annual rate of 18% per annum. No interest, but that amount allowed by law will be charged on balances which are outstanding as of the date of the execution of this Agreement, but any payments made will be applied first to reduce principal balances outstanding as of the date of the execution of this Agreement. Further, the interest rate will be subject to revision by written notice from City Pipe & Supply Corp. to the customer as required by law.
- D. Customer agrees to pay reasonable attorney's fees, all costs of court, and any other expenses incurred by City Pipe & Supply Corp. in the collection of any invoice amount.
- E. City Pipe & Supply Corp. hereby retains a security interest in all materials and services purchased by customer under this agreement to secure payment of the same, and all delivery tickets and invoices pertaining to sales by City Pipe & Supply Corp. to customer are incorporated herein by reference. In case of non payment by customer for an invoice or invoices, City Pipe & Supply Corp. shall have the right to re-possess and sell items purchased under this agreement in accordance with the applicable provisions of the Texas Business Commerce Code.
- F. All payments agreed to under this agreement shall be paid to City Pipe & Supply Corp. at its offices located in Odessa, Ector County, Texas.

The foregoing application for credit and credit agreement has been completed for the purpose of securing credit from City Pipe & Supply Corp., and the undersigned hereby acknowledges the truthfulness and accuracy of the information herein provided. Further, the undersigned has read the foregoing application for credit and credit agreement, and agrees that the applicant named herein is hereby bound by its terms and conditions, and hereby states that he has authority to bind the applicant to this agreement, and asserts that in the event the financial condition of customer becomes substantially impaired, the undersigned will so notify City Pipe & Supply Corp.

In submitting this application for credit, you have authorized City Pipe & Supply Corp. to contact trade and bank references, as well as other business credit reporting agencies, as deemed necessary in evaluating your credit worthiness.

Date: _____
Name of Applicant
BY: _____
TITLE: _____

INDIVIDUAL GUARANTY

To induce the extension of credit to the applicant above named, or to delay action on an existing line of credit, the undersigned hereby guarantees full payment of principal and interest for the services and merchandise purchased from the City Pipe & Supply Corp. by the applicant named above at the offices of City Pipe & Supply Corp., in Odessa, Ector County, Texas by affixing his signature hereto, the guarantor below named agrees to the payment of interest at the rates set out above.

Date: _____ BY: _____

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Federal Trade Commission.