



Houston Machine and Thread

COMMERCIAL CREDIT APPLICATION

Please return to:
Steve Mordhorst
Accounting Department

Accounting@HMTnow.com

APPLICANT INFORMATION									
Full legal NAME of business:					D/B/A:				
Full legal ADDRESS of business:					Shipping Address:				
					County:				
Billing Address if different from Legal Address:					Invoice by:		Email Address for Invoice Transmittal:		
County:					O Email O Mail				
AP Contact:			Phone:		Purchasing Contact:			Phone:	
Email address:			Fax:		Email address:			Fax:	
Payment method: O 1. Auto Pay (ACH) O 2. Business Check O 3. Other <i>(If ACH, an HMT Representative will contact you for set-up and confirmation)</i>									
GENERAL COMPANY INFORMATION									
Federal Tax ID #:			Principal Officer:				Title:		
Taxable (If "No", enclose sales tax exemption certificate): O Yes O No					Please enclose current financial statement				
Dunn & Bradstreet #:				In business since:			SIC/NAICS code:		
Legal structure (check all that apply): O Corporation O Partnership O LLC O LLP O Sole Proprietor O Non-Profit									
List owners, partners, officers, and ownership percentage: <i>(Attach additional sheets if necessary)</i>		Name:			Title:			%:	
		Name:			Title:			%:	
Number of employees:		Annual Sales/Revenue:			\$		Estimated monthly purchases from HMT:		\$
TRADE REFERENCES <i>(Attach additional sheets if necessary)</i>									
<u>COMPANY</u>		<u>CONTACT</u>		<u>PHONE #</u>		<u>EMAIL</u>		<u>CITY</u>	<u>STATE</u>
1.									
2.									
3.									
BANK REFERENCE									
<u>BANK NAME</u>		<u>ACCOUNT #</u>		<u>CONTACT</u>		<u>PHONE #</u>		<u>EMAIL</u>	<u>CITY/STATE</u>
SIGNATURE & AUTHORIZATION									
<p>The Customer certifies that the information contained herein is true and correct and further agrees that this Credit Application "Agreement" is submitted to Houston Machine and Thread, as well as its successors and assigns (collectively, "Company" or "HMT"). Customer understands that until approved for credit, all orders are due Cash in Advance ("CIA"). Customer grants permission to Company to obtain independent credit reports and other information from Customer's trade references and banks and authorizes credit references and banks to release information that may be used to determine creditworthiness, both now and in the future. Customer agrees that if credit is extended, all credit and sales made shall be subject to the following: 1. Customer shall pay the full amount of the invoice(s) when due, which is defined to be thirty (30) days from the invoice date, unless an alternate time frame has been agreed to by both Company and Customer in writing. 2. If payment in full is not received by the due date, Customer shall owe, in addition to the invoice amount, a late fee of the lesser of 1.5% per month or the maximum allowed by law on all unpaid balances. In the event Company refers any unpaid past due balance to an outside collection agency and/or attorney for collection, Customer agrees to pay Company's reasonable attorneys' fees and all other costs of collection. 3. For collection purposes only, the Customer hereby agrees to venue in Texas. 4. Customer acknowledges receipt of and agrees hereafter to Houston Machine and Thread's Conditions and Terms of Sale and other terms as may also be set forth on invoices submitted by Company. 5. Customer further certifies that it is solvent as defined by Article 1 of the Uniform Commercial Code, and that Customer will immediately, in writing, notify Company if it becomes insolvent. 6. This Agreement shall be continuing unless mutually terminated by both parties in writing. This Agreement shall be governed by Texas law. 7. I further certify that I am an officer, knowledgeable of the financial conditions, of Customer, and that I am empowered and authorized to enter into the aforesaid Agreement on Customer's behalf.</p>									
AUTHORIZED SIGNATURE (SOLE PROPRIETOR, PARTNERSHIP)									
X _____		/ /		X _____		/ /			
Applicant's Signature		Date		Joint Applicant's Signature		Date			
AUTHORIZED SIGNATURE (CORPORATION, LLP, LLC)									
X _____		X _____		/ /		/ /			
Print Name and Title		Signature		Date		Date			
<p>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 Customer has the capacity to enter into a binding contract); because all or part of Customer's income derives from any public assistance program; or because Customer 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 Federal Trade Commission; Equal Credit Opportunity, Washington, D.C. 20580.</p> <p>If your application for business credit is denied, you have the right to a written statement of the specific reasons for denial. To obtain the statement, please mail your written request to: Houston Machine and Thread, Attn: Steve Mordhorst, 14200 Hollister Street #600, Houston, TX 77066 within 60 days from the date you are notified of our decision. We will send you a written statement of reasons for the denial within 30 days of receiving your request.</p>									
PERSONAL GUARANTEE									
<p>I/We, _____, in consideration for Company extending credit at Customer's request, do hereby personally guarantee to Company the full payment, without prior notice to me or legal action against Customer, of any obligation of Customer to Company. I/We hereby agree to be bound to pay Company on demand any sum which may become due to Company by Customer if Customer fails to pay the same pursuant to the Houston Machine and Thread's Conditions and Terms of Sale. It is understood that this guarantee shall be a continuing, non-transferable, and irrevocable guarantee and indemnity for Customer's indebtedness. This obligation shall cover the renewal of any claims guaranteed by this instrument or extension of time for payment thereof. I/We further agree that this guaranty shall be governed by Texas law. I/We shall pay any attorneys' fees and costs incurred by Company in enforcing this guarantee. The undersigned hereby authorizes Company to procure his/her individual consumer credit report relative to the business credit Customer's investigation and indebtedness as set forth by the Fair Credit Reporting Act.</p>									
X _____		X _____		/ /		/ /			
Print Name		Signature		SS#		Date			
X _____		X _____		/ /		/ /			
Print Name		Signature		SS#		Date			
See reverse side for Company Conditions and Terms of Sale									
This is the first page of a two-page agreement, with the signatures on page one (1) binding the applicant(s) to conditions on each page. Pg 3 is a separate release requiring an additional signature.									



CONDITIONS AND TERMS OF SALE

The following terms of sale shall be applicable to all sales made by **Houston Machine and Thread**, (or "HMT") except where it is otherwise expressly agreed in writing. Acceptance of delivery of any or all goods ordered by a buyer shall constitute assent by the buyer to these terms of sale collectively.

1. **PRICES.** The prices quoted may be changed by HMT without notice in order to reflect HMT's prices at time of shipment, and any increase in transportation, labor or other costs. If a delivered price has been quoted, any charges at destination for spotting, switching, handling, storage and other accessorial services and demurrage shall be borne by buyer, and any increase or decrease in transportation charges shall be added to or subtracted from the quoted price. HMT reserves the right to correct any obvious errors in specifications or prices.
2. **SURCHARGES.** Any surcharges imposed by HMT's suppliers at the time of shipment shall be paid by buyer. Such surcharges include, but are not limited to, surcharges on nickel, chromium (chrome), molybdenum (moly), scrap, fuel and natural gas.
3. **TAXES.** Any taxes which, under any existing or future law, HMT may be required to pay or collect with respect to the sale, purchase, delivery, storage, processing, use, consumption or transportation of any of the goods or services covered shall, if not separately shown, be added as a separate item to the quoted price, and shall be paid by buyer to HMT on demand. The foregoing shall not apply to any taxes the payment or collection of which by HMT is excused by reason of delivery to HMT of valid tax exemption certificates.
4. **QUANTITIES.** If it is indicated that any item is to be shipped from a producing 3rd Party, the producing 3rd Party may, on certain commodities reserve the privilege of shipping over or under the ordered quantity in accordance with established percentages, which will constitute full and complete shipment of the material specified. Quantities shipped from HMT or produced by HMT, unless otherwise agreed to, will be -0/+5%. Buyer agrees to pay such overages if billed.
5. **TERMS OF PAYMENT.** Prior to credit approval, all payments need to be made in advance of shipment. Once approved, unless otherwise expressly provided by HMT in writing, payment shall be due 30 days from the date of each invoice, without discount. Any cash discount which may be expressly provided for in writing applies only to the sale price of the goods at the shipping point, and does not apply to any charges made for taxes, storage, loading or transportation.
6. **DELIVERIES.** Any shipping schedule is approximate. HMT shall not be liable for any delay in delivery or failure to deliver caused for any reason in whole or in part beyond our reasonable control including but not limited to production schedules of the producing 3rd parties, unavailability of materials, labor disturbances, acts of God, transporting difficulties or causes which abnormally increase the cost of performance. Should shortages in HMT's supply occur for any reason, HMT may allocate the material in such manner and amount as HMT may determine. Acceptance by buyer of any goods shall constitute a waiver by buyer of any claim for damages on account of any delay in delivery of such goods.
7. **APPLICATION EXCLUSION.** HMT expressly prohibits the use of its products for any illegal or unlawful purposes. Buyer agrees not to use the products in any manner that violates local, state, federal, or international laws, regulations, or ordinances. HMT shall not be liable for any damages, losses, or claims arising from the illegal or unlawful use of its products. It is the responsibility of the buyer to ensure that the products are used in compliance with all applicable laws and regulations. This application exclusion further extends and applies to any modifications, alterations, or misuse of the products beyond their intended purpose, as determined by HMT.
8. **SUSPENSION OF PERFORMANCE.** If in HMT's judgment reasonable doubt exists as to buyer's financial responsibility, or if buyer is past due in payment of any amount owing to HMT, HMT reserves the right, without liability and without prejudice to any other remedies, to suspend performance, decline to ship or to stop any material in transit, until HMT receives payment of all amounts owing to HMT, whether or not due, or adequate assurance of such payment.
9. **SHIPMENTS.** Unless otherwise expressly stated, shipment may be by means selected by HMT at buyers expense. Buyer assumes all risk of loss in transit.
10. **WARRANTY.** HMT warrants only that the goods will conform to their description as stated in the invoice, subject to tolerances and variations described in the following paragraph. **HMT MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, STATUTORY OR OTHER, AND SPECIFICALLY DISCLAIMS AND EXCLUDES ANY AND ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, HMT MAKES NO WARRANTY OF ANY KIND THAT THE GOODS WILL MEET BUYER'S OR ANY OTHER PERSON'S REQUIREMENTS.**
11. **TOLERANCES AND VARIATIONS.** All goods shall be subject to tolerances and variations consistent with usual trade practices regarding dimensions, straightness, section, composition and mechanical properties and normal variations in surface and internal conditions and quality and shall also be subject to deviations from tolerances and variations consistent with practical testing and inspection methods.
12. **INSPECTION.** Materials must be examined by buyer immediately upon receipt to determine correctness of shipment as to quantity, dimensions, and condition. Buyer must not cut, fabricate, assemble, install, or otherwise modify material without such examination.
13. **CLAIMS.** If, upon inspection by buyer as provided above, any goods received by buyer are nonconforming, damaged, visibly defective or if the quantities received by buyer do not agree with the quantities indicated on the shipping documents, buyer must notate that on the delivery receipt. If goods are found to be nonconforming or damaged when unpacking and if buyer intends to assert any claim against HMT on this account, buyer shall, within 15 days after receipt of such goods, furnish HMT detailed written information of such damage, nonconformance, defect or shortage. Buyer's failure to so inform HMT or buyer's use of the material shall be buyer's acknowledgment that HMT has satisfactorily performed. HMT will not honor any claims for damages caused by buyer's improper storage of the goods.
14. **LIMITATION OF LIABILITY.** Buyer's exclusive remedy, and HMT only liability arising out of this contract, shall be replacement or repair of the goods, or credit of the purchase price paid by buyer, whichever such remedy HMT shall select. If HMT elects to repay the purchase price, buyer must return the goods to HMT immediately. Except for nonpayment by buyer, any action arising out of this contract must be commenced within one year from the date of delivery. **In no event will HMT be liable for incidental or consequential damages, indirect, punitive, loss of revenue or profit, business interruption, or business opportunity.**
15. **TOOLS, DIES AND FIXTURES.** Unless otherwise expressly provided, any tools, dies or fixtures which may be developed for use in the production of the goods covered shall be owned by HMT, as HMT may elect, even though buyer is charged in whole or in part for the cost of such tools, dies and fixtures.
16. **PATENT INFRINGEMENT.** If any of the goods are to be furnished to buyer's specifications, buyer agrees to indemnify HMT and its successors and assigns, against all liabilities and expenses resulting from any claim of infringement of any patent or other propriety right in connection with the production of such goods.
17. **GOVERNMENT CONTRACTS.** Unless otherwise expressly provided in writing, buyer's order has not been placed under a prime contract with the United States Government or a subcontract thereunder and none of the clauses contained in the Armed Services Procurement Regulations as presently in effect, are incorporated herein.
18. **COMPLIANCE WITH LAWS.** HMT agrees that in our sale of these goods HMT will comply with all applicable federal, state and local laws, rules and regulations.
19. **CANCELLATION.** A contract may be cancelled or modified only by written agreement between HMT and buyer. Buyer's insistence upon cancelling or suspending fabrication or shipment, or buyer's failure to furnish specifications when required, may be treated by HMT as a breach of contract by buyer, and HMT may cancel any unshipped balance without prejudice to any other remedies HMT may have.
20. **SET-OFF.** Buyer authorizes HMT to apply toward payment of any monies that become due HMT hereunder any sums which may now or hereafter be owed to buyer by HMT, or by any subsidiary or affiliated company of HMT.
21. **GOVERNING LAW.** This contract and all other agreements with respect to any and all sales by HMT shall be governed by Texas law, and the state or federal courts located in Harris County, Texas, shall have exclusive jurisdiction with respect to any disputes related hereto or thereto, which jurisdiction may be waived at HMT's sole discretion.
22. **ENTIRE AGREEMENT.** The terms set forth herein constitute the sole terms and conditions upon which HMT offers goods for sale. No other terms, conditions, or understandings, whether oral or written shall be binding upon HMT, unless hereafter made in writing and signed by an authorized representative of HMT. HMT hereby specifically objects to any different or additional terms that may be contained in buyer's purchase order.



CREDITOR AUTHORIZATION RELEASE FORM

DUE TO THE TIGHTENING OF REGULATIONS IN THE DIVULGING OF CREDIT INFORMATION, CREDITORS ARE NOW REQUIRING WRITTEN AUTHORIZATION FROM THEIR CUSTOMERS FOR RELEASE OF ANY INFORMATION REGARDING THEIR ACCOUNT. WHEN YOU RETURN YOUR COMPLETED CREDIT APPLICATION, SIGN AND RETURN THIS AUTHORIZATION. PLEASE COMPLETE THE BELOW REQUESTED INFORMATION IN FULL. AREAS LEFT INCOMPLETE MAY CAUSE UNDUE DELAY.

I GIVE MY PERMISSION FOR THE RELEASE OF INFORMATION ABOUT MY ACCOUNT AS REQUESTED ON THE ATTACHED CREDIT LETTER.

COMPANY NAME _____

PRINT NAME _____

SIGNATURE _____

TITLE _____

DATE _____