



Credit Application

09/27/2016

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CF Supply Inc.  
PO Box 487  
Waco, TX 76703  
Ph: 254-753-4523  
Fax: 254-753-4542  
[credit@cfsupplyinc.com](mailto:credit@cfsupplyinc.com)

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**\*Each page must be completely filled out and initialed in order for application to be processed\***

**(All references must be suppliers- No credit card/ cash accounts)**

<b>CREDIT APPLICATION</b>			
<b>BUSINESS CONTACT INFORMATION</b>			
Title:			
Company name:			
Phone:	Fax:	E-mail:	
Registered company address:			
City:		State:	ZIP Code:
Date business commenced:			
Sole proprietorship:	Partnership:	Corporation:	Other:
<b>BUSINESS AND CREDIT INFORMATION</b>			
Primary business address:			
City:		State:	ZIP Code:
How long at current address?			
Telephone:	Fax:	E-mail:	
Bank name:			
Bank address:		Phone:	
City:		State:	ZIP Code:
Type of account	Account number		
Checking			
Other			
<b>BUSINESS/TRADE REFERENCES</b>			
Company name:			
Address:			
City:		State:	ZIP Code:
Phone:	Fax:	E-mail:	
Type of account:			
<b>Reference 2</b>			
Company name:			
Address:			
City:		State:	ZIP Code:
Phone:	Fax:	E-mail:	
Type of account:			
<b>Reference 3</b>			
Company name:			
Address:			
City:		State:	ZIP Code:
Phone:	Fax:	E-mail:	
Type of account:			
Where did you hear about our company?			

**CUSTOMER CREDIT REQUIREMENTS**

Monthly credit needed:		Number of invoices needed:	
Does your company claim sales tax exemption?	Yes	No	(if yes attach exemption form)
Applicant(s) authorize CF Supply, Inc. to conduct any investigation deemed necessary by CF Supply, Inc. to determine whether applicant meets the credit requirement of CF Supply, Inc. upon the granting by CF Supply, Inc. of applicant's request for the extension of credit, all sales by CF Supply, Inc. to applicant will be pursuant to those terms and conditions set forth on the reverse side hereof, by its signature below, applicants acknowledges that it has read, understands and accepts such terms and conditions.			
Applicant signature:			Date:

**Terms and Conditions**

Applicant and CF Supply, Inc. hereby agree to the following terms and conditions for the sale on open account of goods and materials. There are no terms, conditions, agreements, understandings or stipulations concerning such sales that are not fully expressed herein. APPLICANT'S ACCEPTANCE OF THESE TERMS AND CONDITIONS IS MADE ON THE EXACT TERMS CONTAINED IN THIS DOCUMENT. ACCEPTANCES, PURCHASE ORDERS, OR CONFIRMATIONS THAT STATE ADDITIONAL OR DIFFERING TERMS, WHETHER OR NOT MATERIAL, ARE NOT EFFECTIVE NOR ARE THEY PART OF THE AGREEMENT BETWEEN APPLICANT AND CF SUPPLY, INC., UNLESS EXPRESSLY ASSENTED TO IN WRITING BY CF SUPPLY, INC.

1. All invoices sent by CF Supply, Inc. to Applicant for goods and materials sold shall be due and payable no later than the 10th day of the month immediately following the month during which the purchase was made for which an invoice is sent. Any amount not paid when due shall immediately begin to accrue interest, calculated at a rate of eighteen percent (18%) per annum for that period of time during which such amount remains past due. Notwithstanding anything to the contrary contained herein, no provision hereof shall require or permit the collection of interest in excess of the maximum interest rate allowed by applicable law on past due accounts.
2. CF Supply, Inc. reserves the right to limit or terminate any extension of credit made to Applicant pursuant to this application, with or without notice, and to otherwise modify and/or alter its terms of sale. CF Supply, Inc. also reserves the right to place any past due accounts on a temporary hold status until payment arrangements are confirmed and approved by an authorized agent of CF Supply, Inc.
3. Applicant grants by this Agreement to CF Supply, Inc. a security interest in all materials sold hereunder, which security interest attaches upon the acquisition by Applicant of any rights in such materials. Such security interest secures payment of all indebtedness of Applicant to CF Supply, Inc. now or hereafter arising, absolute or contingent. CF Supply, Inc. shall have the rights and remedies provided by the Uniform Commercial Code upon insecurity or failure of Applicant to make a payment when due.
4. Further, if Applicant fails to pay any or all of Applicant's unpaid balance on account when due, CF Supply, Inc. may, without further notice or demand, exercise all rights and remedies available by law for the collection of the balance due on Applicant's account. CF Supply, Inc. also reserves the option to exercise its lien and/or bond claim rights at any time in accordance with applicable law to secure collection amounts due. Applicant will be liable for all expenses of collection, with or without suit, including all reasonable costs of collection and enforcement, including but not limited to, court costs and attorneys' fees.
5. This agreement is expressly performable in Waco, McLennan County, Texas, and the venue of any action arising out of or in any way related to this Agreement, invoices submitted by CF Supply, Inc., or the sale and delivery by CF Supply, Inc. of goods and materials to Applicant, shall be in McLennan County, Texas, unless otherwise required by law. Applicant and CF Supply, Inc. acknowledge that this transaction bears a

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reasonable relation to the State of Texas and agree that the law of Texas will govern their rights and duties. Further, Applicant hereby submits to the jurisdiction of the courts of Texas in connection with any action arising out of this agreement or invoices submitted by CF Supply, Inc. to Applicant and the sale of goods and materials pursuant hereto.

6. CF SUPPLY, INC. SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES WHATSOEVER ARISING OUT OF OR RESULTING FROM ANY EXTENSION OF CREDIT TO OR TRANSACTION WITH APPLICANT.

7. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE FACE OF THIS DOCUMENT. CF SUPPLY, INC. HAS MADE NO AFFIRMATION OF FACT OR PROMISE RELATING TO THE MATERIALS OR GOODS BEING SOLD THAT HAS CREATED OR AMOUNTED TO AN EXPRESS WARRANTY THAT THE MATERIALS WOULD CONFORM TO ANY SUCH AFFIRMATION OR PROMISE. ANY DESCRIPTION OF THE GOODS CONTAINED IN INVOICES SUBMITTED BY CF SUPPLY, INC. TO APPLICANT IS FOR THE SOLE PURPOSE OF IDENTIFYING THE GOODS AND/OR MATERIALS, AND NO DESCRIPTION OF THE GOODS AND/OR MATERIALS HAS BEEN MADE PART OF THE BASIS OF THE BARGAIN OR HAS CREATED AN EXPRESS WARRANTY THAT THE GOODS AND/OR MATERIALS WOULD CONFORM TO ANY DESCRIPTION MADE BY CF SUPPLY, INC. CF SUPPLY, INC. DISCLAIMS ANY WARRANTY OF MERCHANTABILITY WITH RESPECT TO ALL GOODS AND/OR MATERIALS SOLD PURSUANT HERETO. CF SUPPLY, INC. DISCLAIMS ANY WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE WHATSOEVER WITH RESPECT TO ALL GOODS AND/OR MATERIALS SOLD PURSUANT HERETO.

8. Applicant shall be in default in any of the following events:

a. the failure of Applicant to promptly pay any amount due to CF Supply, Inc. for goods and materials furnished by CF Supply, Inc. to Applicant;

b. any representation made by Applicant to CF Supply, Inc. or any of the information provided by Applicant to CF Supply, Inc. in this Credit Application and Open Account Agreement, is incorrect or untrue in any respect;

c. CF Supply, Inc., in its sole and absolute discretion, deems itself insecure in the prospect of repayment of amounts due by Applicant to CF Supply, Inc.; or

d. CF Supply, Inc., in its sole and absolute discretion, determines that Applicant will be unable to timely pay any indebtedness owed to CF Supply, Inc. for goods and/or materials furnished by CF Supply, Inc. to Applicant.

9. No failure or delay by CF Supply, Inc. to bill for any service charge or other charge or expense shall waive or otherwise affect CF Supply, Inc.'s right to receive or collect such charge or expense from Applicant.

10. All information provided in this Application or otherwise submitted by Applicant to CF Supply, Inc. is true and correct and is being (or will be) furnished for the purpose of obtaining credit from CF Supply, Inc. CF Supply, Inc. may keep this Application and any accompanying information and is authorized by Applicant to verify any information provided herein and answer any questions others may have about the Applicant's credit record with CF Supply, Inc.

11. Applicant understands that it may be required to provide the following information for each project for which extension of credit is sought: (1) Contract No.; (2) Name of and contact information of project owner; (3) Project address; and (4) Bonding information.

12. All information required in this Application must be supplemented by Applicant upon CF Supply, Inc.'s request.

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### Credit Application Affirmation

Signing document below affirms that you have read and understand all the terms and conditions stated in this application and attest that all the information provided in this application is truthful and without malice to the best of your knowledge.

### Authorized Party Signature

Title:	Signature X
Date:	Printed name:

### Additional Authorized Party Signature

Title:	Signature X
Date:	Printed name:

### Online Enrollment

Invoice sent by:	Email:	Fax:	Both:
Username(ALL CAPS):		Password(ALL CAPS):	
Email address:		Name:	

Online enrollment is a huge benefit to the contractor for many reasons. The customer has access to all invoice and statement documents. This is a great benefit when organizing draws for payment and helps keep the office organized for ease of the payment process. Please fill out the information above and the customer will receive a confirmation of enrollment with instructions on the login process.

NOTICE: The Federal Equal Opportunity Act prohibits creditors from discrimination 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 in good faith exercised any right under the Consumer Protection Act. The Federal Agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, 1999 Bryan Street, Suite 2150, Dallas, TX 75201

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## PERSONAL GUARANTY

TO: C.F. SUPPLY, INC.  
3333 S JACK KULTGEN EXPRESSWAY  
WACO, TX 76711

RE: CUSTOMER: \_\_\_\_\_

For value received and in consideration of the extension of credit and the selling of goods and materials on open account to the above-referenced customer by CF Supply, Inc. hereinafter referred to as "Customer," and as an inducement for CF Supply, Inc. to do so, the undersigned, whether one or more, hereby jointly and severally, unconditionally guarantees the prompt payment of all indebtedness, now or to become due, for all goods and materials previously sold or hereafter sold to Customer, together with all attorney's fees, costs, and expenses which CF Supply, Inc. may incur in attempting to collect from Customer or in the enforcement of this Guaranty. This Guaranty shall be enforceable against the undersigned upon the failure of Customer to pay any indebtedness to CF Supply, Inc. when due. CF Supply, Inc. is not required to pursue any remedies against Customer as a condition to the undersigned's liability under this personal Guaranty before pursuing enforcement hereof against the undersigned.

This Guaranty shall remain in full force and effect until such time as the undersigned gives notice in writing of termination to CF Supply, Inc., but such termination shall not affect the liability of the undersigned for amounts then owing on the above-referenced indebtedness, together with all costs and expenses incurred in attempting to collect from Customer and/or in the enforcement of this Guaranty.

Guarantor name: \_\_\_\_\_

Guarantor signature: \_\_\_\_\_

Date: \_\_\_\_\_

Guarantor name: \_\_\_\_\_

Guarantor signature: \_\_\_\_\_

Date: \_\_\_\_\_

Please complete the form below. This information is very important to ensure that your account is set up correctly. Thank you!

Date:	
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Company Name:	
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Initial each applicable box

- This company requires a PO: ☐
- This company does not require a PO: ☐
- This company requires verbal approval for each charge: ☐

If you initialed the above box- Who is authorized to approved charges:

Name:	Number:

-If this company has an authorized buyer list, please specify below or include a list with your application. (Full names)


Applicant Signature:	
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Printed Name:	
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