



COX HARDWARE + LUMBER

Industrial Supplies Since 1946

713/923-9458
fax 713/923-9423
P.O. Box 9466
Houston, TX 77261-9466

www.coxhardware.com

COMMERCIAL CREDIT ACCOUNT APPLICATION

Please fill out this application completely. Incomplete, unsigned or altered applications will not be accepted. The undersigned hereby furnishes the following information to Cox Hardware, Inc. for the purpose of obtaining credit. Acceptance of application does not guarantee or imply granting of credit.

Firm Name: _____

Mailing Address: _____ Phone :(_____) _____

City: _____ State: _____ ZIP Code: _____ - _____ Fax :(_____) _____

Physical/Local Address: _____ Phone:(_____) _____

City: _____ State: _____ ZIP Code: _____ - _____ Fax :(_____) _____

Proprietorship:___ Partnership:___ Division:___ Subsidiary:___ Corporation:___ Other:_____

President/Owner: _____ Controller/ Treasurer: _____

What is the nature of your Company's Business?: _____

Please list your company web site address: _____

Please list your e-mail address(es): _____

Number of Employees Here: _____ Ttl Employees: _____ Years at Present Location: _____

Number Years in Business Under This Name: _____ Credit Line Requested: _____

Do You Require Purchase Orders?: _____ Are Verbal P/O's Acceptable? _____

Name Of Buyer(s) For This count: _____

Type Of Account: Taxable:___ Non-Taxable:___ A/P Contact: _____

A/P Phone:(_____) _____ A/P Fax: (_____) _____

Any Special Account Requirements?: _____

If Required, will your firm submit a financial statement? _____

Has this company or any of it's officers been associated with any bankruptcy proceedings within the last five years? _____ Any Judgements or Liens? _____

<u>BANK NAME(S)</u>	<u>ACCOUNT#</u>	<u>PHONE#</u>	<u>ADDRESS</u>



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Local business references where credit is currently extended (please list a minimum of four):

NAME OF FIRM	ADDRESS	PHONE#	FAX #	CONTACT PERSON
1) _____	_____	_____	_____	_____
2) _____	_____	_____	_____	_____
3) _____	_____	_____	_____	_____
4) _____	_____	_____	_____	_____
5) _____	_____	_____	_____	_____

I (WE) UNDERSTAND THAT THE INFORMATION FURNISHED YOU ON THIS APPLICATION FOR CREDIT IS FOR THE PURPOSE OF OBTAINING CREDIT FROM YOUR FIRM; THAT I AM (WE ARE) AUTHORIZED, IN MY (OUR) CAPACITY, TO BIND MY (OUR) FIRM ACCORDINGLY; THAT ALL ACCOUNTS OR MONIES DUE YOU SHALL BE DUE AND PAYABLE AT YOUR PLACE OF BUSINESS IN HOUSTON, HARRIS COUNTY, TEXAS, ON THE TENTH (10TH) DAY OF THE MONTH FOLLOWING THE DATE OF PURCHASE; AND THAT ALL SUMS THAT BECOME DUE AND OWING FOR TEN (10) DAYS AFTER THE DUE DATE WILL BEAR INTEREST FROM THE DUE DATE AT 1-1/2 PERCENT PER MONTH, OR 18 PERCENT PER YEAR, UNTIL PAID. IN THE EVENT OF DEFAULT IN THE PAYMENT OF ANY AMOUNT DUE, AND IF THIS ACCOUNT IS PLACED FOR COLLECTION OR LEGAL ACTION, BUYER AGREES TO PAY AN ADDITIONAL CHARGE EQUAL TO THE COST OF COLLECTION; INCLUDING AGENCY AND ATTORNEY FEES AND COURT COST INCURRED AND PERMITTED BY LAWS GOVERNING THESE TRANSACTIONS. THE PARTIES HERETO AGREE, AND IT IS A PART OF THE CONSIDERATION HEREOF, THAT THIS DOCUMENT SHALL BE EFFECTIVE AS TO A PARTY BY THAT PARTY FAXING, E-MAILING OR OTHERWISE DELIVERING ELECTRONICALLY, A COPY OF SAME, EXECUTED BY SUCH PARTY HERETO TO COX HARDWARE, INC. I HEREBY AUTHORIZE COX HARDWARE, INC., IT'S AGENTS AND OFFICERS, TO DIVULGE CREDIT INFORMATION TO OTHER REQUESTING COMPANIES AND ORGANIZATIONS FOR THE PURPOSES OF MY (OUR) FIRM OBTAINING CREDIT. I (WE) FURTHER AFFIRM THAT THE INFORMATION CONTAINED ON THIS APPLICATION FOR CREDIT IS TRUE AND CORRECT TO THE BEST OF MY PERSONAL KNOWLEDGE.

SIGNATURE	TITLE	DATE
_____	_____	_____
_____	_____	_____

THE FOLLOWING GUARANTY IS TO BE SIGNED IN AN INDIVIDUAL CAPACITY

In order to induce you to enter contracts with or extend credit to _____ (herein called DEBTOR) or to customers of DEBTOR, and in consideration of such entering into contracts, extensions of credit or financing the undersigned, jointly and severally if there be more than one, hereby, absolutely guarantees the full and prompt payment of any and every indebtedness, liability or obligation (howsoever arising and of any nature whatsoever,) which may now or at any time and from time to time hereafter exist or be incurred by DEBTOR to you, together with all interest thereon and reasonable attorney's fees, cost and expenses of collection incurred by you in connection therewith. In the event of default at any time by DEBTOR, we promise to pay such indebtedness, liability or obligation forthwith and without prior demand.

INDIVIDUAL GUARANTOR	HOME ADDRESS
_____	_____
_____	_____



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CREDIT AGREEMENT

In consideration for the extension of credit privileges, it is expressly agreed by BUYER that:

- 1) An original invoice is generated at time of sale and given to the person making the purchase. Upon request, invoices can also be auto-faxed or auto-emailed at time of sale. Invoices are also available for viewing or printing on-line at your company's private web page on our web site, *CoxHardware.com*. (A free Login ID and password are required to access this page.) Additionally, original invoices are mailed with the monthly statement to the billing address given on this application.
- 2) Unless otherwise stated, terms are *Net 10th Proximo*. The account Closing Date is the 26th of each month. Payment in full of any outstanding balance will be due on the 10th of the month following the closing date.
- 3) Payment of account balances may be made in US currency, company bank check, bank cashier's check, approved money order, bank wire, or by electronic funds transfer. Customers who wish to use a credit card for payment may do so at time of purchase only. We can safely and securely store information for up to three cards.
- 4) Accounts with past-due balances outstanding on the 20th of the month may be placed on cash basis without further notice to BUYER, until payment or satisfactory arrangements have been made. Accounts that are repeatedly placed on cash basis for unpaid balances will be permanently closed.
- 5) All sums that become due and owing for ten (10) days after the due date will bear interest from the due date at 1-1/2 percent per month, or 18 percent per year, until paid. This interest will be listed as a *Finance Charge* on the account statement.
- 6) All Special Billing Requests must be made in writing. Failure to comply with such request will in no way affect BUYER's liability for payment.
- 7) All accounts will have a maximum credit limit, established at time of approval and reviewed from time to time, which cannot be exceeded without the approval of the credit manager. In certain circumstances where the credit limit has been exceeded, we may restrict account purchases until a payment is received in order to reduce the outstanding balance owed.
- 8) Any suspected error or discrepancy in billing must be reported immediately upon receipt of invoice to our Credit Department. Failure to do so may jeopardize account status.
- 9) In the event of default in the payment of any amount due, and if this account is placed for collection or legal action, BUYER agrees to pay an additional charge equal to the cost of collection; including agency and attorney fees and court cost incurred and permitted by laws governing these transactions.
- 10) This agreement may be terminated at any time, for any reason, by either party. Any outstanding balance shall be due immediately upon such termination.
- 11) Cox Hardware, Inc. has the right to change this agreement at any time, and will give notice of any change. They will consider that BUYER will have accepted the change unless notified in writing by BUYER that the agreement is to be terminated. The BUYER will be responsible for all fees and charges made before such written notice is received.

Agreed & accepted this _____ day of _____, in the year 20_____.

BUYER: _____
Firm Name

BY: _____
Signature of Authorized Representative

NAME: _____
Name of Authorized Representative (type or print)

TITLE: _____
Title of Authorized Representative (type or print)

TEXAS RESALE CERTIFICATE

Name of purchaser, firm or agency	Phone (Area code and number)
Address (Street & number, P.O. Box or Route number)	
City, State, ZIP code	
Texas Sales or Use Tax Permit Number (or out-of-state retailer's registration number or date applied for Texas Permit – must contain 11 digits if from a Texas permit)	
<input style="width: 95%;" type="text"/>	(Mexican retailer's must show their Federal Taxpayers Registry (RFC) number on the certificate and give a copy of their Mexican registration form to the seller.)

I, the purchaser named above, claim the right to make a non-taxable purchase for resale of the taxable items described below or on the attached order or invoice form:

Seller: Cox Hardware, Inc.

Street address: 1923 Wayside Drive

City, State, ZIP code: Houston, TX 77011

Description of items to be purchased on the attached order or invoice:


Lawn & Garden, Automotive, Hardware, Electrical, Construction, Housewares, Paint, Plumbing, Tools, Fasteners, Safety, and other miscellaneous supplies.

Description of the type of business activity generally engaged in or type of items normally sold by the purchaser:

The taxable items described above, or on the attached order or invoice, will be resold, rented, or leased by me within the geographical limits of the United States of America, its territories and possessions, or within the geographical limits of the United Mexican States, in their present form or attached to other taxable items to be sold.

I understand that if I make any use of the items other than retention, demonstration or display while holding them for sale, lease or rental, I must pay sales tax on the items at the time of use based upon either the purchase price or the fair market rental value for the period of time used.

I understand that it is a criminal offense to give a resale certificate to the seller for taxable items that I know, at the time of purchase, are purchased for use rather than for the purpose of resale, lease, or rental and, depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.

Purchaser sign here 	Title	Date
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This certificate should be furnished to the supplier. Do **not** send the completed certificate to the Comptroller of Public Accounts.