



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: _____ Fax: (____) _____

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

City: _____ State: _____ ZIP: _____ Fax: (____) _____

Proprietorship: _____ Partnership: _____ Corporation: _____ Other: _____

President/Owner: _____ Controller/Treasurer: _____

What is the nature of your company's business?: _____

Please list your company's website address: _____

Number of employees locally: _____ Total employees: _____ Years at present location: _____

Number of years in business under this name?: _____ Credit line requested: _____

Are purchase orders required?: _____ Are Verbal P/O's acceptable?: _____

Employees authorized to use account: _____

Type of Account: Taxable: _____ Non-taxable: _____ (Please provide sales tax exemption form)

A/P Contact Name: _____ A/P Phone: (____) _____

A/P Contact Email: _____ Email for Cox Invoices: _____

We accept electronic payments via the ACH system. Would you like that setup information?: _____

Has this company, or any company officers, been associated with any bankruptcy proceedings within the last five years?: _____ Any judgements or liens?: _____

If yes, please provide details: _____

BANK NAME(S) _____ **ACCOUNT #** _____ **PHONE #** _____ **ADDRESS** _____



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Please provide at least three business references where trade credit is currently extended to your firm:

	NAME OF FIRM	PHONE #	E-MAIL ADDRESS	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 COSTS INCURRED AND PERMITTED BY LAWS GOVERNING THESE TRANSACTIONS. THE PARTIES HERETO AGREE, AND IT IS A PART OF THE CONSIDERATION HEREFOR, 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 (OUR) 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	ADDRESS	DATE
_____	_____	_____
_____	_____	_____



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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 emailed at time of sale. Invoices are also available for viewing or printing online at your company's private web page on www.CoxHardware.com. (A free Login ID and password are required to access this page.) A statement of account will be emailed on or about the 27th of each month to the email address provided on this application. Statements can be mailed as well.
- 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 ACH. 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 credit cards for use at time of purchase.
- 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 reviewed for closure.
- 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 at billing@coxhardware.com. The phone number is (713) 923-9334. 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 costs 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 and accepted this date: _____

BUYER: _____
Firm Name

BY: _____
Signature of Authorized Representative

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

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