

Bartos Industries, LLC
CREDIT AGREEMENT



COMPANY INFORMATION															
Legal Name:					Trade Name:										
Address:					City, State, Zip:										
Country:					Website:										
Phone:					Fax:										
GENERAL INFORMATION															
Federal Tax ID:		Type of Business Ownership (Check only one)			<input type="checkbox"/> Individual		<input type="checkbox"/> Partnership		<input type="checkbox"/> LLC		<input type="checkbox"/> Corporation				
Type of Business Engaged In: (Check only one)		<input type="checkbox"/> Multi Family:		<input type="checkbox"/> Residential New Construction (RNC)		<input type="checkbox"/> Commercial New Construction (CNC)		<input type="checkbox"/> Residential Service & RNC		<input type="checkbox"/> Commercial Service & Replacement:					
Date Business Started:			At Present Location Since:			Approximate Annual Sales \$:			Approximate Net Worth \$:						
Owner/Office #1:				Owner/Office #2:				Owner/Office #3:							
Name:				Name:				Name:							
Address Line 1:				Address Line 1:				Address Line 1:							
Address Line 2:				Address Line 2:				Address Line 2:							
Social Security #:				Social Security #:				Social Security #:							
Driver's License # (please attach copy):				Driver's License # (please attach copy):				Driver's License # (please attach copy):							
Email:				Email:				Email:							
Phone:				Phone:				Phone:							
% Share:				% Share:				% Share:							
ORDERING INFORMATION															
Taxable: <input type="checkbox"/> Yes <input type="checkbox"/> No		If no, please attach copy of resale/exemption certificate:			PO Required? <input type="checkbox"/> Yes <input type="checkbox"/> No		Name of Assigned Sales Rep:			Branch Service Location:					
Purchasing Agent/Authorized Buyer:					Phone No. & Extension:			Email:							
Accounts Payable Contact:					Phone No. & Extension:			Email:							
TRADE REFERENCE INFORMATION															
Trade Reference 1:				Trade Reference 2:				Trade Reference 3:							
Name:				Name:				Name:							
Address Line 1:				Address Line 1:				Address Line 1:							
Address Line 2:				Address Line 2:				Address Line 2:							
Account Number:				Account Number:				Account Number:							
Phone:				Phone:				Phone:							
Email:				Email:				Email:							
BANK INFORMATION															
Bank Name:					Bank Contact:			Phone No. & Extension:							
Bank Address:					City, State, Zip:			Account Number:							
Type of Account:		<input type="checkbox"/> Checking		<input type="checkbox"/> Savings		<input type="checkbox"/> Mortgage		<input type="checkbox"/> Installment Loan		<input type="checkbox"/> Line of Credit		Amount of Line \$:		Presently in Use \$:	
ACCEPTANCE & APPROVAL															
The above information is for the purpose of obtaining credit and is warranted to be true. We hereby authorize the firm to whom this application is made to investigate my/our credit and financial responsibility.															
Print Name:					Title:										
Signature (must be signed by an officer/owner of the company):					Phone No. & Extension:			Date:							
Print Name:					Title:										
Signature (must be signed by an officer/owner of the company):					Phone No. & Extension:			Date:							
Applicant's signature attests financial responsibility, ability and willingness to pay our invoices in accordance with the terms and conditions of Bartos Industries, LLC.															

CREDIT TERMS OF SALE

In consideration of the extension of credit by Bartos Industries, Ltd, (hereinafter referred to as Bartos). the undersigned agrees:

The information contained in this form is true and correct. All information will be treated as strictly confidential.

PAYMENT TERMS

To pay the balance of the account in full on the designated date following the date of purchase. Our terms are Net 30 days.

Any account past due is subject COD terms: and any account reaching its' credit limit is subject to being placed on hold. Any job account may be placed on credit hold as an individual action or the entire account maybe placed on credit hold, if past due beyond terms of Net 30 days.

To pay all reasonable charges for collection, including attorney' fees and court cost, if the account is placed with an attorney or collection agency.

That Bartos Industries, Ltd., standard terms and conditions set forth on its invoices shall govern all sales to the undersigned.

Available payment options:

*Credit Card**

ACH

Check

Cash

Money Order

*** Visa, Discover, Amex, and Mastercard credit cards are accepted. Credit card payments processed on account will be assessed a 3.5% non-refundable convenience fee, with the exception of Debit Cards. Debit cards are not subject to convenience fees. Purchases made by credit card at the point sale are not subject to convenience fees. ***

VENUE

Any proceeding arising out of or relating to this Credit Agreement shall be brought in the courts of the state of Texas, Dallas County, Dallas, Texas or if it has or can acquire jurisdiction, in the United States District Court for the Northern District of Texas, Dallas Division and Bartos Industries, Ltd., and the undersigned irrevocably submit to the jurisdiction of each such court in any proceeding. waive any objection they may have now or hereafter have to venue or to convenience of forum, agree that all claims in respect of the proceeding shall be heard and determined in any such court and agree not to bring any proceeding arising out of or relating to this Credit Agreement in any other court.

PMSI (Purchase Money Security Interest)

To secure payment and performance of all obligations, the undersigned hereby grants Bartos Industries Ltd., a Purchase Money Security Interest in all inventory, equipment and material distributed by Bartos Industries, Ltd., whenever sold, consigned, leased, rented or delivered, directly or indirectly to or for the benefit of the undersigned by Bartos Industries, Ltd. This includes all construction related material and services sold by Bartos Industries, Ltd., including but limited to heating and air conditioning, tools, safety accessories, architectural and sound proofing material and related supplies ("Collateral"). The security interest extends to all repossessions, returns and all proceed from the sale, lease or rental, and all existing or subsequently arising accounts and accounts receivable, chattel paper, general intangibles, and supporting obligations which maybe from time to time hereafter come into existence during the term of this Credit Agreement. The undersigned authorizes Bartos Industries, Ltd., to file financing statement describing the Collateral along with other notices, and will assist Bartos Industries, Ltd., in taking any other necessary action to perfect and protect the Seller's security interest.

The undersigned agrees that all funds owned to or received by the undersigned from any source resulting from the labor or material supplied by Bartos Industries, Ltd., shall be held in trust for the benefit Bartos Industries, Ltd. Applicant agrees to promptly pay to Bartos Industries, Ltd., all such funds. Upon request, the undersigned shall irremovably assign to Bartos Industries, Ltd., its accounts receivable from anyone to the extent that such is resulting from the labor or material supplied by Bartos Industries, Ltd.

BUSINESS ENTITY CHANGES/UPDATES

The undersigned will inform Bartos Industries, Ltd., within (5) five days by certified mail of any material changes in the information provided by the undersigned in this Credit Agreement or in my/our financial status or my/our interest or position in any partnerships or corporations which purchases material from Bartos Industries, Ltd., as well as any employees who are terminated and no longer authorized to purchase on any account maintained with Bartos Industries, Ltd., by the undersigned. The undersigned will provide a list of authorized buyers to Bartos Industries, Ltd., who may charge on the account.

CREDIT INFORMATION RELEASE

Bartos Industries, Ltd., is hereby authorized to investigate and verify any information provided in this Credit Agreement and inquire references or others as to ongoing credit worthiness and the undersigned agrees that this Credit Agreement and Bartos Industries, Ltd.'s extension of credit to the undersigned are subject to continuous review and approval. The undersigned hereby authorizes any of the banks, financial institutions and /or trade references listed in this Credit Agreement to provide Bartos Industries, Ltd., with any and all information requested and agrees to execute any release of information required by such entity and the undersigned agrees that Bartos Industries, Ltd., may answer questions about its credit experience with the undersigned.

Limitation of Liability and Warranty

Bartos Industries, Ltd., is a seller/distributor of the good/products in question. Under **NO** circumstances shall Bartos Industries, Ltd., be liable for any incidental, special, or consequential damages, including loss of revenue, loss of use of equipment, loss of facilities, or economic damages based on strict liability or negligence or any other theory of liability. Bartos Industries, Ltd., shall **NOT** be liable for damage to property, other than equipment or material provided under this sale which was damaged in transit. Bartos Industries, Ltd., shall **NOT** be liable to persons to the extent that Bartos Industries, Ltd.'s, negligent acts or omissions directly contributes to such injury or property damage.

Bartos Industries, Ltd., will pass on any available manufacturer's warranty as written, but does **NOT** provide any additional warranty(ies) for materials, products, or equipment purchased under this sale. The manufacturer's warranty is given in lieu of all other warranties, whether expressed, implied, or statutory, including the implied warranties of merchantability and fitness for a particular purpose.

THE IMPLIED WARRANTIES OF MERCHANTABILITY AND THE IMPLIED WARRANTIES FOR SPECIFIC USE ARE EXPLICITLY DISCLAIMED BY BARTOS INDUSTRIES, LTD. Bartos Industries, Ltd., obligation to repair or replace any defective parts during the warranty period shall be the Customer's exclusive remedy against Bartos Industries, Ltd. Bartos Industries, Ltd., shall NOT be responsible for labor charges for removal or reinstallation of defective parts, charges for transportation, handling costs, shipping costs, or refrigerant loss.

DELAYS

Delays caused by conditions beyond the reasonable control of either party shall not be liability of either party to this Agreement.

CLAIMS

Any suit arising from the performance or nonperformance of Bartos Industries, Ltd., whether based upon contract, negligence, strict liability or otherwise, shall be brought within (1) one year from the date the claim arose.

NOTICE LETTERS AND LIEN RIGHTS

Bartos Industries, Ltd., will have the right to file notices of nonpayment and file liens under the Texas State Property Code 53, Property Code 2253 (State) and Federal Property Code (Miller Act). Project Data Sheets (Job Sheets) are a requirement to establish any job account with Bartos Industries, Ltd.

By signing below, the undersigned acknowledges, accepts, and agrees to the Bartos Industries, Ltd., Credit Terms of Sale listed above and certifies that the information given to Bartos Industries, Ltd., in this Credit Agreement is true and correct.

Company	Date
Print Name	
Signature	Title
Print Name	
Signature	Title

NOTE: In the event that Bartos Industries offers extension of credit to the above-named credit applicant and/or guarantors, said extension of credit is issued pursuant to the information and financial representation made herein by said applicant and/or said guarantors.

CONTINUING GUARANTEE

In consideration of Bartos Industries, Ltd., extending credit to the applicant hereunder, the undersigned unconditionally, personally, jointly and severally guarantee and promise to pay Bartos Industries, Ltd., In or its assignee, any and all indebtedness between Bartos Industries, Ltd., and the applicant, save that of payment. I hereby waive notice of default, non-payment and notice thereof and consent to any modification or renewal of the credit agreement hereby guaranteed, and to all renewals of extension of credit. This guarantee shall continue in effect until the undersigned has notified Bartos Industries, Ltd., of its cancellation in writing by certified mail, return receipt requested, or receipt of personal delivery to the offices of Bartos Industries, Ltd., 1431 Regal Row, Dallas, Texas 75247. Any cancellation shall not alter or affect any obligation created prior to receipt of such written notice.

Company Name	
Print Name	
Signature	Date
Print Name	
Signature	Date

ALL INFORMATION ON THIS APPLICATION WILL BE TREATED AS STRICTLY CONFIDENTIAL.

OFFICE USE ONLY:		
Approved/Denied:	Credit Limit	
Salesman	Code:	Date: