



ALL-TEX SUPPLY, INC. CREDIT APPLICATION

10802 N. STEMMONS FRWY.
DALLAS, TX 75220
PHONE: (214) 357-6646
FAX: (214) 357-6645

3101 INDUSTRIAL TER.
SUITE 101
AUSTIN, TX 78758
PHONE: (512) 837-0977
FAX: (512) 837-4538

3220 S. THOMAS ROAD
OKLAHOMA CITY, OK 73179
PHONE: (405) 684-9500
FAX: (405) 684-9575

4718 CENTER PARK BLVD.
SAN ANTONIO, TX 78233
PHONE: (210) 967-4754
FAX: (210)-967-4371

COMPANY INFORMATION

BUSINESS NAME: _____
PHYSICAL ADDRESS: _____
BILLING ADDRESS: _____
PHONE NUMBER: _____ FAX NUMBER: _____
EMAIL ADDRESS: _____

PRINCIPALS IN COMPANY

NAME: _____ ADDRESS: _____
PHONE: _____
NAME: _____ ADDRESS: _____
PHONE: _____

I ACKNOWLEDGE AND AGREE THAT THE INTEREST AT THE RATE OF 1.5% PER MONTH WILL BE CHARGED ON ALL BALANCES ON THE ACCOUNT REMAINING UNPAID AFTER 30 DAYS FROM THE DATE OF INVOICE, SAID INTEREST NOT TO EXCEED THE MAXIMUM AMOUNT OF NONUSURIOUS INTEREST THAT MAY BE CONTRACTED FOR UNDER THE LAW. IN THE EVENT OF DEFAULT AND REFERRAL TO AN ATTORNEY OR COLLECTION AGENCY, I AGREE TO PAY ALL COST OF COLLECTION, INCLUDING REASONABLE ATTORNEY FEES.
I UNDERSTAND THAT THE ABOVE INFORMATION IS GIVEN FOR THE PURPOSE OF OBTAINING CREDIT AND I CERTIFY THAT, TO THE BEST OF MY KNOWLEDGE, THE ABOVE INFORMATION IS COMPLETE AND ACCURATE AS OF THE DATE OF THIS APPLICATION.
ALL INFORMATION WILL BE KEPT CONFIDENTIAL.

ACCOUNTS MAY BE CLOSED, WITHOUT NOTICE, IF OUR TERMS ARE NOT MET.

PRINT NAME: _____ DATE: _____

SIGNATURE: _____

CREDIT REFERENCES

1)COMPANY: _____ ADDRESS: _____
PHONE: _____
FAX: _____

2)COMPANY: _____ ADDRESS: _____
PHONE: _____
FAX: _____

3)COMPANY: _____ ADDRESS: _____
PHONE: _____
FAX: _____

**ALL ADDRESSES MUST INCLUDE CITY, STATE, AND ZIP CODES
APPLICATION MUST BE FILLED OUT IN FULL OR CREDIT WILL BE DENIED**

PERSONAL GUARANTY:

In consideration of the extension of credit to _____ (the "Company"), the undersigned jointly, severally and unconditionally guarantees and promises to pay all amounts now owing or which may hereinafter become owing by the Company to All-Tex Supply, Inc. It is understood and agreed that this is a continuing guaranty and All-Tex Supply, Inc. shall not be obligated to notify the undersigned of the dates or amounts of any such credit, that the undersigned waives demand and notice of default and agrees that any extension of time or other forbearance, which may be granted by All-Tex Supply, Inc. shall not affect or alter All-Tex Supply, Inc.'s rights under this guaranty.

The undersigned further waives (a) notice of acceptance of this guaranty; (b) any demand for paying under this guaranty; (c) benefit of all exemptions and homestead laws; (d) all set-offs and counterclaims; (e) all other notices to which the undersigned might otherwise be entitled. The undersigned for themselves and the Company further agrees to pay a service charge to All-Tex Supply, Inc. at the maximum rate allowed by the laws of the jurisdiction where the originating All-Tex Supply, Inc. location(s) stated on the invoice(s) is located on all delinquent balances as well as all costs and expenses All-Tex Supply, Inc. incurs in connection with the collection of any delinquent balance or any other default by the Company on any agreement or transaction the Company may enter into with All-Tex Supply, Inc., including without limitation reasonable attorney's fees and all other fees arising from placement of collection. This is a guaranty of payment and not of collection and the undersigned further waives any right to require that any action be brought against the Company or their person or to require that resort be had to any security. The undersigned's obligation shall remain effective and be enforceable regardless of any subsequent incorporation, reorganization, merger or consolidation transfer or sale of the Company or any other change in the composition, nature, personnel, or location of the Company. This guaranty shall enure to the benefit of All-Tex Supply, Inc., its successors and assigns and shall bind the heirs, executors, personal representatives, administrators, assignees, purchasers, and other successors of the undersigned. If any provision or part of this guaranty is in conflict with any applicable statute or rule of law, the such provision, or part thereof, as the case may be, shall be deemed null and void to the extent that it may conflict therewith, but without invalidating the remaining provisions hereof or the remaining part of such. The undersigned hereby consent(s) to All-Tex Supply, Inc.'s use of a non-business consumer credit report on the undersigned in order to further evaluate the credit worthiness of the undersigned as principal(s), proprietor(s), and/or grantor(s) in connection with the extension of business credit as contemplated by this credit application. The undersigned hereby authorize(s) All-Tex Supply, Inc. to utilize a consumer credit report on the undersigned from time to time in connection with the extension or continuation of the business credit represented by the credit application. The undersigned as (an) individual(s) hereby consents to the use of such credit report consistent with the Federal Fair Credit Reporting Act as contained in 15 USC @ 1681 et seq.

The undersigned's obligations hereunder may be canceled only by written notice delivered to All-Tex Supply, Inc., by certified mail, with proof of delivery. Upon receipt by All-Tex Supply, Inc. of such cancellation notice, the undersigned shall not be liable for any further extensions of credit to the Company; however, the undersigned shall continue to be liable for all indebtedness of the Company incurred prior to the date of All-Tex Supply, Inc.'s receipt of the cancellation notice, together with all pre- and post-cancellation service charges, reasonable costs of collection, including attorney's fees, incurred in All-Tex Supply, Inc.'s efforts to collect any indebtedness incurred prior to the date of receipt of the cancellation notice. The undersigned agrees that any and all claims of the undersigned against the Company shall be subordinate and subject in right of payment to the prior payment in full of all indebtedness to All-Tex Supply, Inc. by the Company.

In consideration of All-Tex Supply, Inc.'s extension of credit to the Company, the undersigned hereby expressly waives any right of trial by jury in any proceeding arising out of, or relating to, this guaranty, to the extent allowed by the laws of the relevant jurisdiction. The undersigned further consents to venue for any such action in any jurisdiction where venue is proper as to the Company. The undersigned recognizes the obligation both of the Company and the undersigned to cause that portion of all payments received by the Company which include payment to the Company for the material and supplies furnished by All-Tex Supply, Inc. pursuant to this agreement to be held in a separate account in trust for payment to All-Tex Supply, Inc. The undersigned agrees that the Company shall not use said payments for any other purpose until payment in full has been made to All-Tex Supply, Inc. The undersigned agrees to act as a fiduciary for payment to All-Tex Supply, Inc. in exchange for the the Company's ability to purchase material and supplies on credit. The undersigned agrees that any failure to hold payments in trust for All-Tex Supply, Inc. shall create a debt which is not dischargeable in bankruptcy and which shall be an exception to discharge pursuant to the terms of 11 U.S.C.§523(a)(4) and (6). The undersigned agrees to be bound, to the same extent as the Company, by the terms and conditions as set forth in All-Tex Supply, Inc.'s invoice and sales agreement in use at the time of each sales transaction in the jurisdiction where the purchase occurs, which terms and conditions are incorporated herein by reference and which constitute a part of the credit agreement and guaranty, regardless of whether or not the agreement is executed by an authorized representative of the Company.

| | | | | |
|------------------------|--------------|--------------------------|-------|----------------|
| _____ | _____ | _____ | | |
| Individual Signature | Date | Print Name of Individual | | |
| _____ | _____ | | _____ | _____ |
| Social Security Number | Home Address | | City, | State Zip Code |

| | | |
|-------------------|-------|-----------------------|
| _____ | _____ | _____ |
| Witness Signature | Date | Print Name of Witness |

FOR OFFICE USE ONLY:

CREDIT APPROVED BY: _____

DATE: _____

CREDIT LIMIT: _____

CREDIT REFUSED DATE: _____

REASON FOR REFUSAL: _____
