



THERMO MANUFACTURING SYSTEMS LLC

Account Set-Up OR Application for Credit

PO Box 218 • Lindale TX 75771 • (800) 882-7007 • Fax (903) 881-8787

For the purpose of obtaining merchandise from us, either by prepayment or on credit, the following statement in writing is made, intending that we rely on the same as correct. Prepaid accounts shall submit page 1 and 3.

To obtain credit, this application must be signed and dated where indicated on the page 2 of this form.

ACCOUNT SET-UP

Company: _____ **D.B.A.** _____

Street: _____

City: _____ **State:** _____ **Zip:** _____

Mailing:
(if different) _____

City: _____ **State:** _____ **Zip:** _____

Phone: _____ **FAX:** _____

Sales contact e-mail: _____ **Accounting contact e-mail:** _____

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

Explain other: _____

Principals

Name: _____ **Title:** _____ **SS#:** _____

Name: _____ **Title:** _____ **SS#:** _____

Name: _____ **Title:** _____ **SS#:** _____

Fed Tax ID #: _____ **Yr Established:** _____ **DUNS#:** _____

State _____ **Yrs. Present** _____ **Credit** _____

Incorporated: _____ **Location:** _____ **Requested:** \$ _____

In order to install warranted projects, please include a certificate of insurance, naming Thermo Manufacturing Systems LLC as an additional insured, and a waiver of subrogation with this application.

OPEN ACCOUNTS ONLY

Credit References

Name: _____ **Contact:** _____

Phone: _____ **Fax:** _____ **Acct#:** _____

Name: _____ **Contact:** _____

Phone: _____ **Fax:** _____ **Acct#:** _____

Name: _____ **Contact:** _____

Phone: _____ **Fax:** _____ **Acct#:** _____

General Terms: If this Credit Application is accepted, Applicant agrees to pay in full the invoice price of all purchases now or hereafter made from Thermo Manufacturing Systems, LLC when due, according to the terms set forth on each invoice. Execution of this document does not create an exclusive agreement with Thermo Manufacturing Systems, LLC and the undersigned unless specifically stated.

Late charge/interest: If the total invoice price is not paid in full on or before 60 days from the date of invoice, Applicant agrees to pay a late payment charge on the unpaid delinquent balance. The late payment charge shall be equal to 2% of the unpaid delinquent balance per month.

Reservation of Rights: Thermo Manufacturing Systems, LLC reserves the following rights: (1) to cease shipping on accounts that remain unpaid 60 days from date of invoice; (2) to require payment checks on any given Construction Project to be issued jointly to Thermo Manufacturing Systems, LLC and Contractor by Owner; (3) to cancel the extension of credit at any time; (4) to demand payment in full of the balance of any account that remains unpaid 45 days from date of invoice; and (5) items returned to stock must be prepaid (shipping) by applicant. After full inspection by Thermo Manufacturing Systems, LLC a 20% re-stocking fee will be billed on all items along with charges for any defective items.

Provision of certain information: Applicant agrees to provide to Thermo Manufacturing Systems, LLC upon request certain information regarding bonding companies, construction contracts, legal property descriptions, Contractor, and/or Owner for purpose of filing mechanic's and materialman's notices, affidavits and/or claims on payment bonds.

Authorizations: Applicant authorizes Thermo Manufacturing Systems, LLC to obtain any and all information Thermo Manufacturing Systems, LLC deems necessary from any and all sources or references listed on the Credit Application, and any other credit bureaus or reporting agencies, creditors of Applicant, trade references, banks or other financial institutions for Thermo Manufacturing Systems, LLC use in determining whether to accept the Credit Application. Applicant agrees to indemnify and hold any creditor harmless for provision of credit information on Applicant to Thermo Manufacturing Systems, LLC in connection with the Credit Application.

Representations: Applicant represents to Thermo Manufacturing Systems, LLC, and Thermo Manufacturing Systems, LLC is relying upon in its determination of whether to accept the Credit Application, the following representations: (1) the individuals signing the Credit Application have authority to do so on behalf of the Applicant; (2) that any and all information now or hereafter supplied to Thermo Manufacturing Systems, LLC by Applicant, or at Applicant's request or instruction, is both accurate and complete; (3) that Applicant shall promptly notify Thermo Manufacturing Systems, LLC of (a) any change in any information supplied in the Credit Application; (b) any change in Applicant's residence, chief place of business or mailing address; (c) any change of name or business of Applicant, including in the event that Applicant incorporates under the laws of any State subsequent to the date of the Credit Application; and (4) that Applicant, if also Owner, does not use any portion of the real property upon which the Construction Project is located as his or her homestead, whether rural or urban, personal or business and will provide a designation of his or her homestead in accordance with the requirements of Texas Property Code §41.005 prior to purchasing from Thermo Manufacturing Systems, LLC.

Default: The occurrence of any of the following events shall constitute a default: (1) Applicant fails to fulfill any obligation under the terms of this Credit Application; (2) Applicant, or the guarantor of Applicant's indebtedness, dies, terminates existence, abandons its business, becomes insolvent, or becomes the subject of bankruptcy, receivership, insolvency or a similar proceeding; and/or (3) Any information or representation hereunder is, or is believed in good faith by Thermo Manufacturing Systems, LLC to be, inaccurate, incomplete, or false in any material respect.

Attorney's fees: Applicant agrees to pay Thermo Manufacturing Systems, LLC the expenses of collecting any unpaid delinquent balance, including attorney's fees and costs should legal action be required.

Jurisdiction and venue: The terms of the Credit Application shall be construed upon the laws of the State of Texas. In the event that legal action is necessary, venue for said action shall be in Smith County, Texas, where all billings, accounts receivable, and credit functions of Thermo Manufacturing Systems, LLC are processed at its principal place of business in Lindale, Smith County, Texas. Applicant understands that it waives its rights to litigate any cause of action arising out of the purchase of materials under the extension of credit in the Credit Application outside of Smith County, Texas.

Binding agreement: The terms of this Credit Application shall inure to the benefit of the successors and assigns of Thermo Manufacturing Systems, LLC and Applicant binds its heirs, legatees, devisees, personal representatives, successors and assigns thereto.

Definitions: The following definitions apply to the terms of the Credit Application: (1) "Applicant" is the person, whether singular or plural, or entity on whose behalf Thermo Manufacturing Systems, LLC extends credit under the Credit Application, (2) "Construction Project" is the project or projects for which Thermo Manufacturing Systems, LLC produces materials for Applicant's use, (3) "Contractor" of the Construction Project is the person contracting with Owner for the construction of improvements to real property for a particular Construction Project, (4) "Credit Application" is the agreement, the terms of which are specified in this written application for credit from Thermo Manufacturing Systems, LLC, and any invoices incident thereto, (5) "Owner" is a person, whether singular or plural, or entity holding legal title to the real property upon which the Construction Project is or is to be situated.

Personal Guaranty: As an inducement to Thermo Manufacturing Systems, LLC to extend credit to Applicant for the Construction Project, any individual who signs the Credit Application hereby personally guarantees, jointly and severally, the payment to Thermo Manufacturing Systems, LLC of all indebtedness incurred under the terms of the Credit Application, including late charges, interest and attorney's fees. This guaranty is not affected by the amount of credit extended. The guarantor whether singular or plural, waives any notice requirement concerning enforcement of this personal guaranty and further acknowledges that Thermo Manufacturing Systems, LLC may pursue collection of the indebtedness guaranteed without the necessity of first pursuing collection from Applicant. The indebtedness guaranteed includes the renewal of any claims or extensions of time for payment thereof, without further notice to the individual(s) guaranteeing same. The personal guaranty is binding upon the individuals signing the Credit Application, their heirs, successors, legal representatives and assigns. The personal guaranty remains in full force and effect until it is revoked, in writing, sent by certified mail to Thermo Manufacturing Systems, LLC at the address herein. Revocation shall not affect the obligation of the guarantor(s) as to any indebtedness existing at the time of said revocation.

Signed: _____ Print: _____ Phone: _____ Date: _____

Signed: _____ Print: _____ Phone: _____ Date: _____

Please return completed application to: **THERMO MANUFACTURING SYSTEMS LLC, PO Box 218, Lindale TX 75771**

(Name of Purchaser)

(Address of Purchaser)

I HEREBY CERTIFY: That I hold valid seller's permit No. _____

Issued pursuant to the Sales and Use Tax Law; that I am engaged in the business of selling

_____;

that the tangible personal property described herein which I shall purchase from:

THERMO MANUFACTURING SYSTEMS LLC

will be resold by me in the form of tangible personal property; provided, however, that in the event any of such property is used for any purpose other than retention, demonstration, or display while holding it for sale in the regular course of business, it is understood that I am required by Sales and Use Tax to report and pay tax, measured by the purchase price of such property. Description of property to be purchased:

ROOFING MATERIALS

Date: _____

(Printed name of Purchaser or Authorized Agent and Title)

Phone () _____

(Signature of Purchaser or Authorized Agent)