



100 Ave A
Palestine TX, 75802
(903) 723-8585

CONFIDENTIAL CREDIT APPLICATION AND ACKNOWLEDGEMENT OF TERMS

The party specified below (hereinafter "Buyer") is applying for extension of credit from Cole Distributing Company, LLC, (hereinafter "CDC"). The following information, which the undersigned represents and warrants to be true and correct, is submitted as a basis for considering this application. CDC is authorized to investigate relationships with trade suppliers and financial institutions and to obtain business and personal credit histories for the purpose of establishing credit.

Legal Business Name:		In Business Since:				
Db:		Fed. ID No.:				
Address:	Street		City	State	Zip	
Ship To Address:	Street		City	State	Zip	
Owner of Record of this Real Property:						
Phone Number:			State of Incorporation:			
Email Address:						
We do business as:	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Corporation	<input type="checkbox"/> General Partnership	<input type="checkbox"/> Limited Partnership	<input type="checkbox"/> Limited Liability Co.	<input type="checkbox"/> Other
Full names and home addresses of all corporate officers and stockholders, general and limited partners, members and managers, or sole proprietor: (Social Security Number <u>MUST</u> be provided for partnerships and sole proprietorships)						
Name		Positions		Home Address		Social Security #
Type of Current Business/Services Provided:						
Has the undersigned filed or been the subject of a bankruptcy as a company or as an individual?				<input type="checkbox"/> Yes	<input type="checkbox"/> No	
If yes, give the type of bankruptcy and date and place filed.						
Credit Limited Requested:			Are Purchase Orders required?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	

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All orders will be fulfilled on a Pre-Pay basis until credit is approved. Where Pre-Pay shipment for goods is arranged by CDC, the due date shall be the date the goods are received by Buyer. The undersigned acknowledges that CDC's extension and maintenance of credit is at CDC's sole discretion at all times.

Current financial statements are required with this application. Updates are required as requested by CDC.

Buyer's continued right to purchase goods or services from CDC shall be contingent upon Buyer meeting the financial qualifications established by CDC from time to time. Buyer and its owners shall supply CDC with such credit information as CDC may reasonably request in order to qualify, and to continue to qualify Buyer to purchase goods and/or services. Buyer represents and warrants that any and all financial information supplied to CDC in connection herewith is or will be true and accurate at the time furnished. CDC reserves the right to modify the terms and conditions of any sale to Buyer and has no obligation to make any sales to Buyer.

Major Trade References

Name		Complete Address	
Phone	Contact		Avg. Balance
Name		Complete Address	
Phone	Contact		Avg. Balance
Name		Complete Address	
Phone	Contact		Avg. Balance

Bank References

Bank Name		Complete Address	
Phone	Account No & Type of Account		Contact
Bank Name		Complete Address	
Phone	Account No & Type of Account		Contact

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Buyer acknowledges that accounts are due and payable according to the terms stated on the invoice and Buyer agrees to remit payment in accordance therewith. Past due accounts shall bear interest at the rate of 24% per annum compounded monthly (or such the lesser maximum amount allowed by law). Buyer further acknowledges that the foregoing payment terms are subject to change without notice. Buyer Agrees to promptly notify CDC, in writing, of all changes in name, address, ownership or legal entity status. Buyer consents to jurisdiction in the District Court of Anderson County, Texas and the Limited Actions Divisions thereof as the sole and exclusive forum for the resolution of any disputes related to this Credit Application or any purchase and the enforcement thereof, and agrees to pay all costs, expenses, charges, fees, reasonable attorney's fees and costs and litigation expenses, together with interest thereon at 24% per annum (or such lesser maximum interest rate allowed by law) incurred by CDC to collect any sums due under this Credit Application or any purchase related thereto. This Credit Application and the terms of any purchase shall be construed and enforced in accordance with the laws of the State of Texas, without regard to any conflict of laws principles.

BY SIGNING BELOW, THE UNDERSIGNED CERTIFY THAT THE UNDERSIGNED HAVE READ AND UNDERSTAND AND AGREE TO BE BOUND BY THIS APPLICATION FOR CREDIT AND ALL DOCUMENTS AND OTHER AGREEMENTS SUBMITTED HERewith. BY SIGNING BELOW, APPLICANT AGREES TO BE HELD PERSONALLY RESPONSIBLE FOR THE DEBTS OF BUYER.

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date