



COMMERCIAL CREDIT APPLICATION

Name of Business: _____ Phone: (_____) _____

Subsidiary/Division of: _____ Fax: (_____) _____

Business Address: _____ Cell: (_____) _____

City State Zip

Street Address: _____

Website: _____ Years in business: _____

Business is- Proprietorship _____ Partnership _____ Corporation _____ Chartered in what State? _____ Year? _____

Type of Business _____ Purchase Order Required? _____

Taxable? _____ Federal I.D. # _____

(IF NO, ATTACH EXEMPTION CERTIFICATE)

OWNER (S) (If applicant is a sole proprietorship or partnership) OFFICERS (If a corporation)

Name/Title	Home Address, City, State, Zip	SS#
E-mail	Home Phone	DL#
Name/Title	Home Address, City, State, Zip	SS#
E-mail	Home Phone	DL#
Name/Title	Home Address, City, State, Zip	SS#
E-mail	Home Phone	DL#

BANK REFERENCE

(BANK NAME) (ACCOUNT NO.) (PHONE) (SAVINGS___ CHECKING___)

ATTENTION BANK OFFICER

I/We have applied for credit with Barnsco, Inc. In order for Barnsco, Inc. to establish a proper limit My/Our needs present and future, I/We authorize you to release a full disclosure of My/Our dealings with you today and upon all future demands that Barnsco, Inc. may deem necessary. This request for full disclosure shall remain in effect until such time that you are informed by Me/Us in writing to the contrary.

Dated this _____ day of _____ 20__.

SIGNATURE

SIGNATURE



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TRADE REFERENCES

(PLEASE DO NOT INCLUDE SUB-CONTRACTORS)

	Name of Business	Address	Phone/Fax	Contact Person
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____
5.	_____	_____	_____	_____
6.	_____	_____	_____	_____

IN NEW BUSINESS, INCLUDE PAST THREE YEARS EMPLOYMENT RECORD & EXPERIENCE

BONDING COMPANY (SURETY) _____

AGENT _____

Address City State Zip Phone/Fax

Credit Limit Requested \$ _____

GUARANTY OF INDEBTEDNESS

The undersigned Guarantor(s) in order to induce Barnsco, Incorporated to extend credit to applicant herein, does hereby unconditionally, personally guarantee all sums which may be owed by applicant to Barnsco, Incorporated whether said indebtedness is due now or hereafter incurred. This Guaranty is continuing, and shall continue to apply to all indebtedness which applicant may hereafter incur, renew, or extend in whole or in part, with Barnsco, Incorporated may jointly or independently modify the indebtedness, accept or release collateral, or release the applicant, without releasing the undersigned Guarantor(s) without notice. If this Guaranty is executed by more than one Guarantor, one or more Guarantor(s) may be released, and such release shall not release the other Guarantor(s), and such release may be done without notice to the other Guarantor(s). The undersigned Guarantor(s) waive notice of acceptance of the Guaranty. Performance of the Guaranty shall be at Dallas, Dallas County, Texas and the undersigned Guarantor(s) promise to pay the indebtedness and obligations incurred hereunder at Dallas, Dallas County, Texas.

Signed this ____ day of _____, 20__.

Guarantor

Guarantor



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TERMS AND CONDITIONS

1. All sales are expressly conditional on Buyer's agreement to the standard terms and conditions on the front and back of the form. Any order or statement of intent to purchase any merchandise and/or services from Barnsco, Incorporated herein separately and collectively referred to as "Seller"; or any direction to proceed with engineering, procurement, manufacture or shipment of any said merchandise and/or services; or acceptance of all or part of such merchandise and/or services; or payment of all or part of such merchandise and/or services; shall constitute assent to said terms and conditions. Any different or additional terms and conditions proposed by buyer in a purchase order or otherwise, are objected to be Seller and will not be binding upon Seller unless specifically assented to in writing by any authorized representative of Seller's management. These terms and conditions of sale represent the entire sales agreement of the parties as to purchases made by Buyer from Seller, except in situations where Seller has agreed to other or additional terms and conditions in writing by an authorized agent.
2. Each shipment or delivery shall be deemed to have been sold under a separate and independent contract. Any order for merchandise and/or services by Buyer shall constitute a representation that Buyer is solvent. If, in the judgment of Seller, the financial condition of the Buyer at the time of manufacture or shipment does not justify the terms of payment specified, or Buyer is in breach of any of the terms and conditions stated herein, seller reserves the right to require from Buyer full or partial cash payment or other adequate assurance of performance before manufacture or shipment. Buyer grants Seller a security interest in said merchandise and/or services. Buyer agrees to execute any documents or furnish information necessary to perfect his security interest.
3. Payment terms are 1/2% discount if paid within 10 days from the date of invoice, net 30 days from date of invoice. Cash discounts are not offered on freight, sales tax or items sold under net terms.
4. Seller assumes no responsibility for merchandise and/or services meeting any job specifications or requirements unless specifically so stated in its written quotation.
5. As to merchandise delivered by Seller's truck, title passes upon delivery at the place Buyer receives possession; and, thereafter all risk of loss or damages shall be on Buyer. Deliveries by common carrier are f.o.b. shipping point. On direct shipments from manufactures, title passes to Buyer at point and time of delivery to carrier; and, thereafter, all risk of loss or damage shall be on Buyer. Damage or shortage claims arising from direct shipments are to be made by Buyer against carrier. Seller assumes no responsibility beyond delivery to carrier in good order and is not responsible for loss, damage, or delay occurring thereafter. All items shown as freight allowed pertain to particular items and quantities. Any deviation after placement of order, such as changes in quantity or partial release, will be subject to the manufacturer's term and conditions where applicable. Extra labor or mechanical facilities require to unload shall be provided by Buyer without cost to Seller.
6. Shipping or performance dates are not guaranteed, but if stated, are based upon best information available and unless otherwise specifically stated in writing is subject to change without notice. Seller shall not be liable for failure to deliver or for delay in delivery or performance due to (I) a cause beyond its reasonable control, or (ii) an act of God, act or omission of Buyer, act of civil or military authority, governmental priority or other allocation or control, fire, strike or other labor difficulty, riot or other civil disturbance, insolvency or other inability to perform by the manufacturer, delay in transportation, or (iii) any other commercial impracticability. In the event of any such delay, the date of delivery or performance shall be extended for a period equal to the time lost by reason of delay.
7. Seller shall use its best efforts to obtain from each manufacture, in accordance with the manufacturer's warranty (copies of which will be furnished upon request) or customary practice, the repair or replacement of merchandise and/or services that may prove defective in material or workmanship. The forgoing shall constitute the exclusive remedy of the Buyer and the sole obligation of Seller. Except as to title THERE ARE NO WARRANTIES, EITHER WRITTEN, ORAL, IMPLIED OR STATUTORY, relating to the described merchandise which extend beyond that described in this paragraph. NO IMPLIED STATUTORY WARRANTY OR MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE SHALL APPLY.
8. Seller's liability on any claim or damage arising out of the supplying of any merchandise and/or services to Buyer, or their sale, resale, operation of use, whether based on contract, warranty, tort (including negligence) or other grounds, shall not exceed the price allowable to such merchandise and/or services or part thereof involved in the claim. Seller shall not, under any circumstances, be liable for any labor charges without prior written consent of Seller. Seller shall not in any event be liable, whether as a result of breach of contract, warranty, tort (including negligence) or other grounds, for special, consequential, incidental or penal damages including, but not limited to, loss of profits or revenue, loss of use of the product or any associated product, cost of capital, cost of substitute products, facilities or services, downtime costs, or claims of customers of the Buyer for such damages. If Seller furnished Buyer with advise or other assistance which concerns any merchandise and/or services supplied hereunder, or any system or equipment in which



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any such merchandise and/or services may be installed, and which is not required pursuant to this contract, the furnishing of such advise or assistance will not subject Seller to any liability, whether based on contract, warranty, tort (including negligence) or other grounds.

- 9. No merchandise and/or services will be accepted for return without the written permission of Seller. Normally stocked items in resalable condition will be accepted for credit subject to a minimum 20% restocking charge. Merchandise and/or service will not be accepted for return after 60 days from date of delivery. Specially ordered items or abnormal quantities of stock items will not be accepted for return until Seller has secured permission and terms of return from Seller's sources of supply and such terms have been accepted by Buyer. All merchandise and/or services claimed to be defective shall be held subject to inspection by Seller and/or the manufacturer.
- 10. Should shipments be held or stored beyond delivery date for convenience of buyer, Seller may, at its option assess reasonable charges for any expense incident to such delay.
- 11. No waiver, alteration or modification of any of the provisions hereof shall be binding upon Seller unless specifically assented to in writing by an authorized representative of Seller's management.
- 12. Payment of merchandise and/or services purchased from Seller by Buyer shall be made at Dallas, Dallas County, Texas. In the event Buyer does not pay when due, Buyer agrees to pay interest on past due amounts at the rate of 1 1/2% per month (18% per annum) or the maximum interest rate permitted by law, whichever is less.
- 13. Orders placed by Buyer may be cancelled by the Buyer only if agreed to by Seller and upon payment of reasonable charges based upon expenses already incurred and commitments made by Seller.
- 14. If it is necessary for Seller to institute legal proceedings against Buyer to collect any indebtedness due or to enforce any of the Terms and Conditions of Sale, Seller shall be entitled to recover from Buyer its reasonable attorney's fees and costs.

SALE OF PRODUCTS AND/OR LABOR SUPPLIED BY BARNSCO, INCORPORATED WILL BE BASED ON THE ABOVE TERMS AND CONDITIONS. I/We have read this application and everything stated is correct and true. I/we hereby authorize Barnsco, Inc. at any time to contact the above references and/or any credit reporting agency for information in order to process this application, service my account and manage its relationship with me.

(PRINCIPAL/OWNER/GURANTOR)

(PRINTED NAME & TITLE)

(DATE)

RETURN TO: FAX 214-550-2732

OR

EMAIL: ar-dept@barnsco.com