

CREDIT AND GUARANTY AGREEMENT

WYLIE MANUFACTURING COMPANY

702 E. 40th Street

Lubbock, Texas

Customer Name: _____

Customer Address: _____

Customer Phone No.: _____ Customer E-Mail: _____

Please Check on of the Following: The Customer is a ___ Sole Proprietorship, ___ Partnership, ___ Corporation, ___ Limited Liability Company, or a ___ Limited Partnership.

CUSTOMER HEREBY AGREES THAT ALL PURCHASES MADE FROM WYLIE & SON, INC. D/B/A WYLIE MANUFACTURING COMPANY ("Wylie") ARE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. Customer assumes responsibility for payment of all services rendered by Wylie and purchases made by the undersigned or his/its agents and employees (collectively the "Purchases") for which credit is extended.
2. Customer agrees to pay full invoice price per terms of the invoice. A statement of Customer's account will be furnished monthly (unless there are no sums due).
3. All purchases are due and payable at Wylie's place of business in Lubbock, Lubbock County, Texas. Invoices not paid according to their terms will become delinquent and Wylie may charge a finance charge at an annual percentage rate of eighteen percent (18%) or the maximum rate allowed by law, whichever is less, on all delinquent accounts from the date past due until paid. Wylie will institute such finance charges where an account has become ten (10) days past due.
4. No provision of this agreement shall require the payment or permit the collection of interest in excess of the maximum amount permitted by applicable law. Any payment of interest in excess of the maximum amount permitted by law shall **ipso facto** be considered as a mistake, and if the excess interest exceeds the unpaid balance of the principal, such excess shall be refunded to Customer.
5. Wylie may allocate Customer's payments first to any unpaid finance charges and then to the unpaid principal.
6. This agreement in no way binds Wylie to make credit sales to Customer, and the Customer's right to purchase on credit may be terminated at any time at the sole discretion of Wylie. Wylie reserves the right, at any time and at all times under an account past due, in its sole discretion, to require that all further sales be made on a C.O.D. basis.
7. In the event legal action is instituted to enforce payment, the delinquent Customer shall be responsible for all collection expense, including, but not limited to, reasonable attorney's fees and court costs. Customer further agrees that the courts of Lubbock, Lubbock County Texas, shall have jurisdiction over any dispute arising out of this agreement, and that venue shall be proper there.
8. From time to time, Wylie may amend this agreement upon written notice to Customer of not less than thirty(30) days prior to the beginning of the billing cycle within which the amendment is to become effective.
9. If any clause or provision of this agreement is found to be invalid or is incapable of being enforced by any rule of law or public policy, all other clauses and provisions shall, nevertheless, remain in full force and effect.
10. This Credit Agreement is the product of negotiations, at arms length, of skilled business professionals. Accordingly, the terms and provisions of this agreement shall be interpreted and construed in accordance with their usual and customary meanings and Customer hereby waives the application in connection with the interpretation and construction of this agreement of any rule of law to the effect that ambiguous or conflicting terms or provisions contained in this agreement shall be interpreted or construed against the party who prepared the executed agreement.
11. This is not a consumer account, and Customer agrees to use this account solely for wholesale purchases and not for purchases for personal, family, and/or household use.

NOTICE TO CUSTOMER: DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT OR IF IT CONTAINS BLANK SPACES. YOU ARE ENTITLED TO A COPY OF THIS AGREEMENT TO PROTECT YOUR LEGAL RIGHTS.

Date: _____

Signature of Customer (or officer of Customer)

Printed Name and Title

GUARANTY OF PAYMENT

To induce Wylie Manufacturing Company to approve the previous Credit Agreement and in consideration of it so doing, we the undersigned, do hereby jointly and severally and personally guarantee the above Customer's full payment and performance of said agreement and hereby agree to indemnify Wylie Manufacturing Company against any and all damage, loss, expense (including attorney's fees) and/or liability sustained by Wylie Manufacturing Company by reason of, or related to the above Customer's failure to perform or pay when due, charges incurred in accordance with the above agreement. The above agreement may be modified by Wylie Manufacturing and the Customer without notice to the undersigned and without affecting this indemnity and guarantee. Wylie Manufacturing may enforce this agreement against the undersigned or any of them, jointly or severally, whether or not any action is ever taken by it against the customer.

Dated: _____

Guarantor's Signature: _____

Printed Name: _____

Social Security Number: _____

Guarantor's Signature: _____

Printed Name: _____

Social Security Number: _____

AUTHORIZATION TO OBTAIN CREDIT INFORMATION

TO ALL CREDIT REPORTING AGENCIES, EMPLOYERS, CREDITORS AND DEPOSITORIES OF THE UNDERSIGNED:

RE:

Entity Name

Federal Tax Identification Number

Street Address, City, State and Zip Code

Full Name of Individual (and Title, if applicable)

Social Security Number

Street Address, City, State and Zip Code

Please be advised that the undersigned has made an application to Wylie & Son, Inc. d/b/a Wylie Manufacturing Company for the extension of credit. Therefore, each of the undersigned hereby authorizes you to release to Wylie & Son, Inc. d/b/a Wylie Manufacturing Company and/or any agent or employee thereof, any information requested by Wylie & Sons, Inc. d/b/a Wylie Manufacturing Company .

A photocopy of this authorization may be deemed to be the equivalent of the original authorization

The undersigned certifies that all the information provided is complete, true and correct and authorizes Wylie & Son, Inc. d/b/a Wylie Manufacturing Company and/or its agent to obtain credit reports and/or to check the individual and/or business credit rating of both the business and the individual(s).

By: _____
Signature of Applicant/Title

Date: _____

By: _____
Signature of Applicant/Title

Date: _____

APPLICATION FOR CREDIT, AUTHORIZATION, AND CREDIT AGREEMENT

I. Applicant Information

Name of Firm Or Individual (Full Legal Name)

SSN# or Fed. Tax I.D. No

Billing Address

Years at this address

City State Zip

Area Code Phone

E-mail

THE APPLICANT HEREBY APPLIES FOR CREDIT IN ACCORDANCE WITH THE TERMS AND CONDITIONS CONTAINED IN THE "CREDIT AGREEMENT" WITH:

WYLIE & SON, INC. d/b/a WYLIE MANUFACTURING COMPANY
702 E. 40th Street
Lubbock, Texas

II. Credit Information And References

A. Confidentiality: In order to process your application, Wylie & Son, Inc. d/b/a Wylie Manufacturing Company (referred to hereinafter as "Wylie"), requires that you provide the information requested in Part II of this application, including, but not limited to the execution of the "Authorization to Obtain Financial Information". In processing your application, however, Wylie Manufacturing Company represents that your financial information will be held in the strictest confidence.

B. Ownership: Please fill in the information requested in the blank spaces provided below:

1. The Applicant is a ___ Sole Proprietorship, ___ Partnership, ___ Corporation, ___ Limited Liability Company, or a ___ Limited Partnership.
2. If the Applicant is an entity please provide (a) the State of Organization: _____; (b) a copy of the Certificate of Formation (attached to your application); and (c) the File Number _____.
3. In the spaces below please list officers, managers, employees and agents (each an authorized agent) who are authorized to act for and on behalf of applicant. Should the spaces below be insufficient, please attach an exhibit to this application containing the remaining information.

Name(s) of Authorized Agents

Title

Phone

C. Finance:

Name of Bank

Address

Bank Officer or Department

Phone Number

D. References:

1. _____
Business Name Complete Address Zip Phone

2. _____

E. Authorization To Obtain Credit Information

Please review and execute the Authorization To Obtain Credit Information.

F. Terms Of Credit

Applicant understands that the credit will be extended subject to the terms and conditions of the Credit Agreement. In filling out this application please review the Credit Agreement carefully when completing its terms. The Credit Agreement shall become effective immediately, following the approval of your application.

Signature of Applicant

Date

Title

PLEASE DO NOT WRITE BELOW THIS LINE

Salesman

Territory

Salesman Recommendations
