



11240 Gemini Lane • P.O. Box 59985 • Dallas, TX 75229  
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## **Credit Application and Agreement**

### **A. APPLICANT**

Legal Business Name: \_\_\_\_\_

Street Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Billing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Office Phone: \_\_\_\_\_ Office Fax: \_\_\_\_\_ Accounts Payable Phone: \_\_\_\_\_

Accounts Payable Contact: \_\_\_\_\_ Accounts Payable Email: \_\_\_\_\_

Type of Business (Circle One)      General Contractor      Subcontractor      Bldg. Maintenance/Property Mgmt.      Other

Federal Tax Identification Number: \_\_\_\_\_ Sales Tax Exempt? ☐ Yes ☐ No (If yes, enclose signed certificate)

Amount of Credit Requested: \$ \_\_\_\_\_ How Long in Business: \_\_\_\_\_ Estimated Annual Sales: \_\_\_\_\_

### **B. LEGAL STATUS AND BUSINESS INFORMATION**

☐ Sole Proprietorship      ☐ Partnership      ☐ Corporation/LLC

Principal: (Name) \_\_\_\_\_ (Home Address) \_\_\_\_\_ (Phone) \_\_\_\_\_

Principal: (Name) \_\_\_\_\_ (Home Address) \_\_\_\_\_ (Phone) \_\_\_\_\_

### **C. BANKING INFORMATION**

Bank \_\_\_\_\_ Acct. No. \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Officer Contact \_\_\_\_\_ Fax \_\_\_\_\_ Phone \_\_\_\_\_

### **D. TRADE REFERENCES** (Major supplier accounts only, do not include Subcontractors or non-supplier accounts.)

1. Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

2. Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

3. Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Applicant authorizes creditor to contact the financial and trade references (including those listed herein) and any credit reporting agencies to obtain credit information.

## **E. ACCOUNT AGREEMENT/TERMS AND CONDITIONS OF SALE**

**CREDIT POLICY:** Statements are rendered as of the last day of each month. C.O.D. restrictions may be placed on any past due account.

**CREDIT TERMS:** All invoices are **due within 30 days of the date of the invoice (NET 30) and are not contingent upon the collection of funds by the applicant from a third party.** A service charge of 1.5% (18% APR) or the maximum interest allowed by law, whichever is lower, may be assessed on delinquent invoices. Purchases from material suppliers are not subject to retainage. RDL Supply reserves the right to apply payments received to invoices that are not within the terms of our agreement.

**VENUE:** All amounts due for purchases from RDL Supply are payable at P.O. Box 59985, Dallas, Texas 75229. It is further agreed that this agreement is entered into in the state of Texas, is governed by the laws of the state of Texas and that all obligation of the parties created herein are performable in Dallas County

**CHANGE OF OWNERSHIP:** I/We understand that we must notify RDL Supply in writing and by certified mail of any change in ownership, the name of the business or legal structure of the business under which credit is established. RDL Supply reserves the right to request a new credit application from the applicant upon notification of change.

**DEFAULT:** In the event of default, and if this account is turned over to an agency and/or an attorney for collection, the applicant agrees to pay all reasonable attorney fees, and/or costs of collection whether or not suit is filed. Applicant agrees that venue of any lawsuit or mediation to enforce any obligation created herein is proper in Dallas County, Texas.

**JOB INFORMATION:** Complete job information is required on all orders. This includes, but is not limited to, property owner, general contractor, job name and complete address.

**SALES TAX:** Applicant is responsible for remitting all sales tax due or providing creditor with an appropriate resale/exemption certificate.

**RETURN CHECKS:** There is a minimum service charge of \$50.00 on all returned checks. In the event that RDL Supply receives a returned check from the applicant, RDL Supply reserves the right to terminate the applicant's open account.

**RETURN MERCHANDISE:** Returned items are subject to a minimum restocking fee of 20%. No credit will be given on special orders or custom fabricated products. No credit will be given for returns made 30 days after invoice date or if product is not in new/sellable condition.

**WARRANTIES:** SELLER SHALL USE ITS BEST EFFORTS TO OBTAIN FROM EACH MANUFACTURER, THE MANUFACTURER'S WARRANTY (COPIES OF WHICH WILL BE FURNISHED UPON REQUEST). THE REPAIR OR REPLACEMENT OF MERCHANDISE AND/OR SERVICES THAT MAY PROVE DEFECTIVE IN MATERIAL OR WORKMANSHIP ARE SUBJECT TO THE MANUFACTURER'S WARRANTY, IF ANY. THE FOREGOING 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 FOR MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE SHALL APPLY.

**TERMS OF AGREEMENT:** Acceptance of Applicant order is expressly limited to and made conditional upon the terms and conditions contained herein, and any of the Applicant's terms and conditions which are in addition to or different from those contained herein which are not separately agreed to in writing by Creditor/Seller are hereby objected to and shall be of no effect.

**I/We certify that this request is for the extension of credit for business purposes only and not for the extension of credit for personal, family or household purposes.**

**Applicant's signature below attests that all information provided by applicant is warranted to be true. I/We hereby authorize RDL SUPPLY to investigate all references and customary credit information sources including consumer credit reporting repositories regarding my/our credit and financial responsibility for the purpose of obtaining credit and for periodic review for the purpose of maintaining the credit relationship. Applicant attests financial responsibility, ability and willingness to pay in accordance with above terms:**

Firm Name \_\_\_\_\_

Signature: \_\_\_\_\_ Title \_\_\_\_\_

(Must be an Officer, Owner or Partner)

Printed Name \_\_\_\_\_ Date \_\_\_\_\_

## **F. PERSONAL GUARANTEE**

The undersigned Guarantor(s) in order to induce RDL Supply to extend credit to applicant herein, does hereby unconditionally personally guarantee payment of all sums which may be owed by applicant to RDL Supply 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 , all without notice to the undersigned Guarantor(s). RDL Supply 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 Guarantors 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) waives notice of acceptance of this Guaranty. Performance of this 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.

**The undersigned personal guarantor, recognizing that his or her individual credit history may be a necessary factor in the evaluation of this personal guarantee, hereby consents to and authorizes the use of a consumer credit report on the undersigned, by the above named business credit grantor, from time to time as may be needed, in the credit evaluation process.**

**The undersigned as [an] individual(s) hereby knowingly consent to the use of such credit report consistent with the Federal Fair Credit Reporting Act as contained in 15 USC @ 1681 et seq.**

_____ Sign Name (Must be Owner, Officer, or Partner)	_____ Print Name	_____ Social Security Number	_____ Date
_____ Sign Name (Must be Owner, Officer, or Partner)	_____ Print Name	_____ Social Security Number	_____ Date
_____ Witness Signature (Required)	_____ Print Name		_____ Date

## **PRIVACY POLICY NOTICE**

September 1, 2005 the Legislature of the State of Texas signed a bill aimed at identity theft. Because we respect your right to privacy, we have developed This Privacy Statement to inform you about our privacy practices at **RDL II, LLC**. RDL II, LLC agrees to keep private and to secure any information provided by our customers during our scope of business.

For the extension of credit for business purposes only we request personal information that may include social security number, driver's license number and/or account numbers so we know who we are doing business with. Some of our counter sales require the same information needed for identification purposes when paying with credit card or check. After the transaction has been completed the documented need for the scope of business is filed in a secure place. Solely the credit department handles this information with limited exposure to our sales personnel. We keep this information in a secured file, which is controlled by the controller, credit department, or office managers depending upon need.

In the event the file has to be discarded for reasons within the scope of our business all the sensitive personal information will be shredded, erased or made unreadable through any means.