

L & M Bag & Supply Co., Inc.

126 Texas Avenue
San Marcos, TX 78666
Phone Number 512-667-6635
Fax Number 512-667-6851

Application for Credit

The undersigned hereby applies for credit with L & M Bag & Supply Co., Inc. (seller) and agrees to abide by its standard terms and conditions of sale as stated below as to outstanding account balances.

BUSINESS INFORMATION

Applicant's Legal Name:

Trade Name:

Mailing Address:

City:

State:

ZIP Code:

Company Address:

City:

State:

ZIP Code:

Phone:

Fax:

E-mail:

If operating as a division, branch, or subsidiary provide complete name and address of parent company.

Parent Company Name:

Street Address:

City:

State:

ZIP Code:

Type of Business:

Years in Business:

No. of Employees:

Tax Status:

Corporation:

Partnership:

Sole Proprietor:

Other:

SSN/FIN:

D&B#:

D&B Rating:

Purchase tax exempt?

If yes, resale certificate required.

Requested amount of credit \$

Accounts Payable Contact:

TRADE REFERENCES

1. Business:

Acct#

Address:

Phone:

City:

State:

ZIP Code:

Fax:

Contact Name:

Email:

2. Business:

Acct#

Address:

Phone:

City:

State:

ZIP Code:

Fax:

Contact Name:

Email:

3. Business:			Acct#
Address:			Phone:
City:	State:	ZIP Code:	Fax:
Contact Name:			Email:

BANK REFERENCES

1. Bank Name:			Acct#
Address:			Phone:
City:	State:	ZIP Code:	Fax:
Contact Name:			Email:

TERMS OF SALE

Payment terms: Net 30 days. The Applicant agrees to pay all invoices according to the terms. A finance charge of 1 1/4% per month (an annual percentage of 18% or the maximum legal rate will be applied to all past due amounts. The minimum finance charge is \$1.00. If Applicant fails to pay any amounts when due, then the Applicant also agrees to pay all costs of collection, including reasonable attorney fees, court costs and related costs attorneys fees, court costs and whether or not litigation is commenced.

Delivery is made to curb only, unless otherwise specified. (Seller is not responsible for broken sidewalks, curbs, walks, etc.). When delivery requested to be made on the premises, applicant assumes responsibility for damages that result from any such delivery.

Applicant agrees to have supervisory or knowledgeable personnel at job or delivery location to accept load. In the event materials are delivered on schedule and left unattended, rolled-off, etc., Applicant assumes all risk of loss or shortage that may occur after delivery.

Delay in or failure to make deliveries (total or partial) due in whole or in part to strikes, lockouts, labor troubles, fires, windstorms, floods, acts of God, inability to secure cars, and or any other causes beyond our control, will not constitute a default.

Shipments shall be inspected upon receipt and if any errors or irregularities exist, they must be reported to us in writing before using the merchandise and within 5 days of the receipt of goods, otherwise no claims or adjustments of any kind will be recognized. We assume no responsibility in the use of the merchandise shipped and when placed in work constitutes acceptance by the customer.

A 15% handling charge may be charged on all items returned for credit. No goods shall be returned to us without our consent. No returns or exchanges will be accepted, regardless of condition, after 30 days. Any adjustment for defective material shall be made on a basis of replacement of the material and no other basis.

WARRANTY: the Applicant's only warranty, if any, is that provided by the Product's Manufacturer. Seller will not be responsible for any loss or consequential damage in the event of any defect in the goods or merchandise sold unless the goods have been special ordered or manufactured to Purchasers specifications. **LIABILITY WILL BE LIMITED TO REPLACEMENT OF THE GOODS SOLD** and there in no express or implied warranty of any kind. Seller will not be liable for removal of defective goods or merchandise or reinstallation of the same in the event of defect.

CERTIFICATION: the information I have provided is true and correct and has been submitted to obtain commercial credit. I am authorized to execute applications and other documents required to establish commercial accounts on behalf of the Applicant. I have read, understand, and agree to the terms stated. I hereby give Seller, permission to contact the above references or any other source for the purpose of determining our credit worthiness.

Name	Title	Signature	Date
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PERSONAL GUARANTY

In consideration of the Seller extending credit to the Applicant, the Guarantor(s) the payment of any obligation of the Applicant to the Seller. The Guarantor(s) jointly and severally agree to pay the Seller on demand, without offset, any sum due to the Seller by the Applicant, if the Applicant fails to pay such amount. This Guaranty shall be continuing and irrevocable guaranty and indemnity for the indebtedness of the Applicant. The Guarantor(s) hereby authorize(s) the Seller to obtain and use consumer credit reports on the Guarantor(s), from time to time, for the sole purpose of evaluating credit worthiness in connection with the extension of credit contemplated by the application.

Guarantor Name	Signature	SSN	Date
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