



- Industrial Gases & Welding Supplies
- Welding Equipment Repair & Rental
- Bulk & Microbulk Gases
- Specialty Gases

## Credit Agreement Terms and Conditions

The undersigned hereby makes this application for credit to TEXAS WELDERS SUPPLY CO., INC. (TWSCO), and in making this application the undersigned agrees to be bound by all of the terms and conditions contained in this Credit Application or any supplements. With respect to any sales on credit, the undersigned agrees that all amounts payable on or before the due date as shown as each invoice will be paid by the said due date, and if not paid on or before said date, are then to be deemed to be delinquent. As a result of the application or otherwise, should a credit availability be granted by TWSCO, all decisions with respect to the extension or continuation of credit shall be in the sole discretion of TWSCO and the undersigned shall be bound by these terms. TWSCO may terminate any credit availability at any time within its sole discretion. If your application for business credit is denied or there is a denial of a request for an increase in business credit, you have the right to a written statement of the specific reasons for the denial. To obtain the statement, please contact TWSCO (Texas Welders Supply Co., Inc., Attn: Credit Dept., 5515 W Rickey Rd, Houston, TX 77066-3328, 281-444-9500) within 60 days from the date you are notified of our decision. We will send you a written statement of reasons for the denial within 30 days of receiving your request for the statement. Notice: The Federal Equal Credit Opportunity Act prohibits TWSCO from discriminating against credit applicants on the basis of race, religion, color, national origin, sex, marital status, age (provided that the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program, or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The Federal Agency that administers compliance with this law concerning this credit is the Federal Trade Commission, Division of Credit Practices, Sixth Pennsylvania Avenue, NW, Washington, DC 20580.

It is understood that TWSCO may impose and charge a finance charge or delinquency charged which is the lower of one and one-half percent (1-1/2%) per month or the highest rate allowed by law on any amount which becomes delinquent. If undersigned makes a payment by check which is later returned unpaid, the undersigned will be assessed a returned check fee of up to \$50. Additionally, the undersigned agrees to be responsible for all internal and external collection costs and attorney's fees in connection with any delinquent amount placed for collection by TWSCO.

In the event that this application is made by individuals, or at any time the obligations referenced by this application are guaranteed by individuals, the undersigned and any guarantors acknowledge and agree that any credit to be extended by TWSCO to the undersigned is business debt, and any goods or services sold by TWSCO to the undersigned on credit shall not be for personal, family or household use.

THE PERSONS SIGNING THIS APPLICATION CERTIFY THAT ALL OF THE INFORMATION CONTAINED IN THIS APPLICATION AND ANY ATTACHMENT OR AMENDMENT IS TRUE, CORRECT AND COMPLETE TO THE BEST OF THEIR INFORMATION, KNOWLEDGE AND BELIEF.

As a condition of the continued extension of credit, the undersigned agrees to provide to TWSCO updated financial information on request. The undersigned agrees to provide TWSCO with an updated credit application on request as a condition for the continued extension of credit.

The undersigned agrees to pay for all purchases of goods and/or services according to the terms of TWSCO, which may be listed on invoices or otherwise. On request, the undersigned agrees that the continued solvency of the undersigned is a precondition to any sale made by TWSCO. No terms or conditions of purchase orders differ-



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ent from the terms of TWSCO will become part of any sales agreement, purchase order, or other document unless specifically approved in writing by TWSCO. No items will be accepted for return without prior approval, and all returns are subject to a restocking charge. All payments may be applied as against open charges in the discretion of TWSCO. In the event that from time to time TWSCO may owe credits, refunds, reserves or other monies to the undersigned, such indebtedness shall be deemed to be created from this Agreement and TWSCO shall have the right of recoupment of such credits or refunds within its sole discretion. The undersigned agrees to provide TWSCO a statement representing that the undersigned is and remains solvent. The undersigned acknowledges and agrees that TWSCO may utilize outside credit reporting services to obtain information on the undersigned. In the event that the undersigned is/are individual(s), the signing of this Agreement shall constitute authorization under the Fair Credit Reporting Act to TWSCO to utilize consumer credit reporting agencies to provide reports on said individual(s) in order to permit TWSCO to appropriately evaluate the extension of any business credit. Additionally, should any individual(s) guaranty the debt of the undersigned, said individual(s) shall be provided with a copy of this Credit Application, and upon the signing of said guaranty, shall consent to TWSCO's use of consumer credit reporting agencies' reports to assist in the evaluation of the credit of said guarantor(s). The laws of the State of Texas shall be applicable to all actions arising under any agreement between the undersigned and TWSCO. All accounts shall be due and payable in Houston, Texas. In the event of litigation, venue shall be in Houston, Texas, Harris County

**THE PARTIES HERETO KNOWINGLY AND INTENTIONALLY WAIVE THE RIGHT TO A JURY TRIAL ON ANY ISSUE OR DISPUTE THAT MAY ARISE BETWEEN THEM.**

In consideration of credit being extended to the above named firm, I personally unconditionally guarantee all indebtedness hereunder. Texas Welders Supply Co., Inc. (TWSCO) may rearrange or extend the term of Applicant's indebtedness owing to TWSCO that has been guaranteed by the undersigned (the "Guaranteed Indebtedness") without notice to undersigned guarantor and in such event undersigned will remain fully bound on the Guaranteed Indebtedness. Guarantor expressly waives all notices of any kind, including, without limitation, presentment for payment, demand for payment, or notice of any compromise that might be granted by TWSCO to Applicant. Guarantor waives any right to require TWSCO to proceed against, or make any effort at the collection of the Guaranteed Indebtedness from, Applicant. The undersigned further waives any and all rights and remedies which the undersigned may have to be able to assert by reason of the provisions of Chapter 34 of the Texas Business and Commerce Code. The execution and delivery by the undersigned of this guaranty does not cause the undersigned to become insolvent, undercapitalized or unable to pay his/her debts as they become due.