



6800 Helmers Street  
Houston, TX 77022

SOUTH TEXAS  
BRICK & STONE

Phone: 281.759.3100  
Fax: 281.759.3101

## BUSINESS AND CREDIT APPLICATION & AGREEMENT

### BUSINESS CONTACT INFORMATION

Firm Name	Tax ID#
Physical Address	
Mailing Address:	
Phone   Fax	
Email	

### HISTORY

Legal entity:	<input type="radio"/> Proprietorship	<input type="radio"/> Corporation	<input type="radio"/> Partnership
Type of Business	<input type="radio"/> Home Builder	<input type="radio"/> Remodeler	<input type="radio"/> Gen. Contractor
Type of Construction	<input type="radio"/> Residential	<input type="radio"/> Commercial	<input type="radio"/> Multifamily
P.O. Required: Yes <input type="radio"/> No <input type="radio"/>	Tax Exempt: Yes <input type="radio"/> No <input type="radio"/> If yes, attach certificate	Year Started:	Have you ever filed for bankruptcy: Yes <input type="radio"/> No <input type="radio"/> If yes, date: _____
Amount of Credit Requested:	Accounts Payable Contact:		

#### Information on principles of business:

Name	Title	Home address	Phone Number

### BANK REFERENCES

Checking: \_\_\_\_\_ Account Number: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Financing: \_\_\_\_\_ Loan Officer: \_\_\_\_\_ Phone Number: \_\_\_\_\_

### BUSINESS REFERENCES

Name	Phone Number	Account Number
1.		
2.		
3.		
4.		
5.		
6.		

Please send filled form to: breynolds@detering.com

## TERMS AND CONDITIONS OF SALES

In consideration of the extension of credit by STB&S Acquisition Holdco DBA South Texas Brick and Stone (hereinafter called STB&S), I, we, (hereinafter called Applicant), agree that the following terms and conditions will apply.

Terms are Net 30 days from the invoice date unless otherwise stated on the face of the invoice. Payment on all invoices are due on the 30<sup>th</sup> day after delivery. All accounts are due and payable in Houston, Harris County, Texas. The unpaid principal balance of any delinquent account is subject to the imposition of a delinquency charge computed on the unpaid balance at an ANNUAL RATE OF 18% or the maximum rate allowed by law. Applicant hereby understands and agrees that not retainage will be withheld by applicant when making payment to STB&S, and despite whether third persons/parties should withhold retainage from Applicant for STB&S goods and/or services, Applicant agrees to make payment in full for invoices presented it according to the terms herein.

In the event of buyer's default of any obligations, STB&S reserves the right to file mechanics liens in accordance with the State of Texas legal statutes. If it is necessary for STB&S to place the account in the hands of an attorney for collection then I, we agree to pay the reasonable attorney's fees incurred by STB&S in recovering the account. Venue for suits for collection shall be Houston, Harris County, Texas.

Seller shall not be liable for failure to ship or delays in shipment by reason of fires, floods or other casualties, wars, riots, embargoes, government regulations, Sellers inability to obtain necessary materials from its usual source of supply, shortage of cars or trucks or delays in transit, existence of future strikes or other labor troubles affecting production or shipment, and other contingencies, whether or not of a class or kind mentioned herein and not reasonably within the Seller's control.

Use constitutes acceptance. Standard materials, however, which are undamaged and resalable, that are left over on jobs will be picked up for credit. Material pickups must be made within 30 days of shipment. There will be a 20% restocking charge applied toward the credit. The following items cannot be returned: bag goods, special ordered items, and standard items not in their original packaging or were modified or damaged after delivery.

Seller disclaims any and all implied warranties, including, without limitation, any expressed or implied warranty of merchantability or fitness for purpose. In no event shall seller be liable for any special, indirect, incidental or consequential damages or for damages for loss of use or for loss of profit or any other business interruption which maybe suffered by purchaser.

Applicant certifies that all statements and information contained in this application and agreement are true, complete and correct and are representations made to be relied upon by STB&S. Applicant authorizes STB&S to make whatever credit inquires it may require concerning this application. The undersigned hereby consent(s) to STB&S's use of a non-business credit report on the undersigned in order to further evaluate the credit worthiness of the undersigned as principal(s), Proprietor(s) and/or guarantors(s) in connections with the extension of business credit as contemplated by this credit application. The undersigned hereby authorize STB&S to utilize a consumer credit report on the undersigned from time to time in connection with the extension or continuation of the business credit represented by this credit application. The undersigned as an individual hereby knowingly consent to the use of such report consistent with the Federal Fair Credit Reporting Act.

### I HAVE FULLY READ AND FULLY UNDERSTAND THIS CREDIT APPLICATION AND AGREEMENT

Printed Name		Signature	
Title		Date	

### GUARANTEED AGREEMENT

In consideration of the extension of credit to the above named firm by STB&S, I, we agree to personally guarantee all indebtedness incurred by the Applicant, including any interest assessed on past due balances as set out above and agreed to by Applicant. I, we agree to pay costs of suit and reasonable attorney's fees incurred by STB&S or on its behalf in any action or proceeding against us. I, we further agree that this Guaranty is an absolute, complete and continuing one and that no notice of indebtedness or any extension of credit already or hereafter contacted for or extended need be given. I, we agree that within Five days from the date of notice that the account is past due, I, we will pay the total amount due including any interest.

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Social Security No. \_\_\_\_\_

Social Security No. \_\_\_\_\_

Home Phone No. \_\_\_\_\_

Home Phone No. \_\_\_\_\_

Home Address \_\_\_\_\_

Home Address \_\_\_\_\_

**For Company Use Only:**

Approved by:

Credit Line: \$

Account Number

Date:

Please send filled form to: breynolds@detering.com