

CedarCide

CREDIT APPLICATION FOR A BUSINESS ACCOUNT

BUSINESS CONTACT INFORMATION

Individual Name:		TXDL#:	
Company name:			
Title:	Phone:	E-mail:	
Company address:			
City:		State:	ZIP Code:
# of Years in Business:			
Sole proprietorship:	Partnership:	Corporation:	Other:

BUSINESS AND CREDIT INFORMATION

Primary business address:			
City:		State:	ZIP Code:
How long at current address?			
Telephone:	Fax:	E-mail:	
Bank name:			
Bank address:		Phone:	
City:		State:	ZIP Code:
Type of account	Account number		
Savings			
Checking			
Other			

BUSINESS/TRADE REFERENCES

Company name:			
Address:			
City:		State:	ZIP Code:
Phone:	Fax:	E-mail:	
Type of account:			
Company name:			
Address:			
City:		State:	ZIP Code:
Phone:	Fax:	E-mail:	
Type of account:			
Company name:			
Address:			
City:		State:	ZIP Code:
Phone:	Fax:	E-mail:	
Type of account:			

AGREEMENT

1. All invoices are to be paid 30 days from the date of the invoice and carry interest as stated therein.
2. Claims arising from invoices must be made within seven working days of their receipt.
3. By submitting this application, you authorize CedarCide to make inquiries into the banking and business/trade references that you have supplied.

SIGNATURES

Title: Date:	Title: Date:
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Terms and Conditions (“T&C”) Applicable to Credit Customers

These terms and Conditions shall apply to Customer(s) to which CedarCide (“CC”) consents to extend credit. Completion of this application conveys to Customer no right to credit which is solely at CC’s consent to extend credit to Customer is made in reliance upon the representation of Customer in the Application and in reliance upon any and all information furnished to CC by Customer whether directly or indirectly. Customer acknowledges and agrees the following T&C apply to all credit sales and in addition that CC’s General Sales and conditions apply to all credit sales and non-credit sales by CC to Customer.

- PAYMENT** – Customer shall make payment for the full amount of CC’s invoices(s) in U.S. Dollars without discount, adjustments or set-offs, in accordance with the agreed upon net payment days. Customers purchase order and/or other documents of the Customer will not become part any agreement unless CC agrees in writing. If Customer fails to comply with any of the stated payment terms, CC, without limitation may do one or more of the following (1) terminate this and any other existing agreement between Customer and CC, (2) suspend deliveries and/or service until all indebtedness is paid in full, or (3) place Customer on a Cash-in-advance basis.
If at any time in the sole opinion of CC, the financial responsibility of Customer is impaired or unsatisfactory, deliveries and/or service may be suspended or Customer may be placed on a Cash-in-advance status until arrangements are made for security satisfactory to CC, or at CC’s option, until all indebtedness to CC is paid in full.
- PAYMENT LOCATION** - All sums owed by the Customer to the CC are payable according to our invoice terms. All payments are deemed received by CC’s when received at the location noted on CC’s invoice.
- MATERIAL BREACH** – A material breach of these T & C (Agreement) includes, but is not limited to the following: Customer’s failure to perform any material obligation under this Agreement, including Customer’s failure to make any payment in full to CC when due, any representation by Customer to CC relating in any way to financial status or credit responsibility of Customer or any other party relied upon in granting credit to Customer, whether heretofore or hereafter, which is untrue or misleading, insolvency of Customer, assignment by Customer for the benefit of creditors, institution of proceedings by or against Customer in bankruptcy, appointment of a receiver of Customer, dissolution of merger of Byer and transfer of a substantial part of Customer’s assets.
- REPAYMENT ACCELERATION AND INTEREST** – Upon any Material Breach (as defined in Paragraph 4 above) of the Customer, CC may terminate Customer’s credit and/or may declare all outstanding indebtedness of Customer immediately due and payable interest thereupon shall accrue from the day after the payment is due at the maximum rate allowable by law. The payment due date is the payment schedule due date for overdue sums owed and the payment due date for other outstanding indebtedness is the date that such sums are declared immediately due and payable. Termination, for any reason whatsoever will not relieve Customer of its obligation to settle any unpaid balances due CC under this Agreement but shall relieve CC of any obligation to make additional deliveries.
- NON-LIABILITY FOR TERMINATION** – The parties have considered the possibility that one or both parties will incur expenses in preparing for performance of the Agreement and that one or both parties will incur expenses and suffer losses as a result of termination of Customers credit, and the parties have nevertheless agreed that neither party shall be liable for any damages by reason of such termination.
- OFFSETS** – In the event of Customer’s default under this Agreement, CC and any of its parents, subsidiaries or affiliates, may offset damages arising therefrom, including without limitations, withholding payment, delivery or acceptance of Product, material or services, relating to any agreement or transaction with Customer, its parents, subsidiaries or affiliates.
- WARRANTIES** – CC makes no other express or implied warranty, statutory or otherwise, concerning the product, including without limitation, no express or implied warranty of fitness for a particular purpose, or of merchantability. Customer hereby waives all causes of action and remedies to which Customer is or may become entitled under the Texas Deceptive Trade Practices Act.
- CLAIMS REGARDING PRODUCT** – All claims of Customer with respect to the quality, quantity, or delivery of products pursuant to any agreement shall be deemed waived and forever barred unless Customer notifies CC of the nature and details of the claim(s) in writing within days after delivery. Any such claim which is not asserted as a claim, counterclaim defense or set-off in a third party resolution proceeding instituted within two years after the cause of action arises shall be forever waived, barred and released.
- ATTORNEY’S FEES** – In the event a collection agency is engaged and/or legal proceedings are commenced in order to enforce any of the provisions of this Agreement, the prevailing party shall be entitled to recover all costs of collection, including court costs and reasonable attorney’s fees. The parties hereto knowingly and intentionally waive the right to a jury trial on any issue or dispute that may arise between them.

Prior to commencement of deliveries or Product, and at any time and from time to time thereafter upon demand from CC, Customer shall provide CC such credit information as may be reasonably required by CC to determine Customer’s financial creditworthiness.

The signatory below certifies he/she is authorized to sign this Application on behalf of the Corporation, Partnership, Proprietorship, or other. The signatory further understands and agrees that they are personally guaranteeing the extended credit.

Customer authorizes CC to obtain from applicant or 3rd parties such information as CC may require in connection with Application for Credit. Customer certifies the information contained in the Application and all financial information is true and correct and acknowledges CC will rely on such when extending credit. Applicant acknowledges he/she has read, and agrees Customer will be bound by the T & C on this application.

Date

Signature

Print Name and Title