

## CREDIT APPLICATION

**WINSTON WATER SPECIALTY • 10557 NEW CHURCH ROAD DALLAS 75238-2269 TX US**

The following information and your signatures must be obtained, in full, before credit may be granted. When no answer applies write N/A. Thank you.

|   |                       |                            |  |      |         |
|---|-----------------------|----------------------------|--|------|---------|
| Name  |                       | Home Phone                 | Fax#                                     |      |         |
| Firm Name   | DBA                   | Business Phone             |  |      |         |
| Address   |                       | City                       | Zip                                      |      |         |
| Mailing Address   |                       | City                       | Zip                                      |      |         |
| Shipping Address  |                       | City                       | Zip                                      |      |         |
| A/P Contact   |                       | Phone                      | Email                                    |      |         |
| We Own ___ Rent ___ Our building.                       |                       | Value \$ _____             | Do you own your own home? Yes ___ No ___ |      |         |
| Mortgage Holder Name                                    | Address               | City                       | State                                    | Zip  | Phone # |
| Landlord's Name   | Address               | City                       | State                                    | Zip  | Phone # |
| Incorporated under laws of the State of:                | Registered Agent Name |                            | Address                                  | City | Zip     |
| Will purchases be exempt from Sales Tax? Yes ___ No ___ |                       | State tax # _____          | Federal I.D. # _____                     |      |         |
| Contractor Lic. # _____                                 |                       | # Master Plumber Lic _____ |  |      |         |

Do you pay by invoice \_\_\_ or Statement \_\_\_ Purchase Order Required, Yes \_\_\_ No \_\_\_ Expected Monthly Req. \$ \_\_\_\_\_

The Information given on the following pages is for the purpose of obtaining credit and is warranted to be true and correct. I/we hereby authorize the firm, to whom this application is made, to investigate references pertaining to my/our credit and financial responsibility. I/we also authorize the release of credit information for the purpose of obtaining credit with their firms.

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

### OWNERS & OFFICERS

|   |       |             |          |              |             |     |         |
|---|-------|-------------|----------|--------------|-------------|-----|---------|
| Name # 1  | Title | Soc. Sec. # | Name # 2 | Title        | Soc. Sec. # |     |         |
| Home Address  | City  | Zip         | Phone #  | Home Address | City        | Zip | Phone # |
| Name # 3  | Title | Soc. Sec. # | Name # 4 | Title        | Soc. Sec. # |     |         |
| Home Address  | City  | Zip         | Phone #  | Home Address | City        | Zip | Phone # |
| Applicant intends to deal with Winston Water Specialty location : |       | Yes ___     | No ___   | When _____   |             |     |         |

### COMMERCIAL SUPPLIER REFERENCES

|                 |        |         |                 |        |             |
|-----------------|--------|---------|-----------------|--------|-------------|
| Name # 1        | Acct # | Phone # | Name # 2        | Acct # | Phone #     |
| Mailing Address | City   | Zip     | Mailing Address | City   | Zip         |
| Name # 3        | Acct # | Phone # | Name # 4        | Acct # | Phone #Home |
| Mailing Address | City   | Zip     | Mailing Address | City   | Zip         |

### BANKING REFERENCES

|                                 |         |                                 |                 |      |     |
|---------------------------------|---------|---------------------------------|-----------------|------|-----|
| Name of Bank #1                 | Acct #  | Name of Bank #2                 | Acct #          |      |     |
| Name of Bank Officer to contact | Phone # | Name of Bank Officer to contact | Phone #         |      |     |
| Mailing Address                 | City    | Zip                             | Mailing Address | City | Zip |

**GUARANTY OF CREDIT**

Guaranty given by the undersigned to WINSTON WATER SPECIAL.TY, L.TD hereinafter called the company, in order to induce it to extend credit to, or otherwise become the creditor of \_\_\_\_\_ hereinafter called the customer.

Guaranty given by the undersigned to hereinafter called the company, in order to induce it to extend credit to, or otherwise become the creditor of hereinafter called the customer. The undersigned, not withstanding any corporate title which may be indicated, individually hereby guarantees to the company the prompt payment, when due, of every claim Of the company which may hereafter arise in favor of the company against the customer. This is a continuous guaranty and shall remain in force until revoked by the undersigned by notice in writing to the company, but such revocation shall be effective only as to claims of the company which arise out of transactions entered into after its receipt to such notice. This obligation of the undersigned shall be absolute, joint, and several, and shall not be affected by any Surrender or release the company any Other security held by it for any claim hereby guaranteed. The undersigned further agrees to pay-the cost of collection under this guaranty, including agency fees, court costs, interest or service charges, and reasonable Attorney's fees. The undersigned hereby waives the privilege of having venue changed to the county of their residence and confirms that such venue shall remain in Dallas County, Texas, where the goods are sold.

In witness whereof, the undersigned has Signed and sealed this guaranty on \_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name Signature (L.S.)  
\_\_\_\_\_  
Street Address Signature of Spouse/Co-Owner (L.S.)  
\_\_\_\_\_  
City, State, Zip Code  
\_\_\_\_\_  
Phone Number

**WARRANTY DISCLAIMER**

With respect to materials and/or supplies not manufactured by Winston Water Specialty called vendor, and the warranty obligations of vendor shall in all respects conform and be limited to the warranty, if any, actually extended to vendor by its supplier. The foregoing warranties are exclusive and in lieu of all other express and implied warranties whatsoever, including but not limited to implied warranties or merchantability and fitness for a particular purpose (except warranties of title), which are expressly disclaimed except as set forth herein. Vendor shall not be subject to any other obligations or liabilities whatsoever with respect to equipment manufactured by vendor, its suppliers, or services rendered by vendor.

\_\_\_\_\_  
Signature (Corporate Officer)

**TERMS OF SALE**

**YOUR CREDIT ACCOUNT WILL BE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

Buyer agrees with seller, WINSTON WATER SPECIAL.TY, L.TD, to pay according to their credit terms. All invoices are due in full (net) on the 20th day of the month following the billing date. An additional 1.5% finance charge (or the maximum amount permitted by applicable state law) will be charged to all accounts not paid by the due date and similarly, each month thereafter until paid.

Buyer agrees to notify WINSTON WATER SPECIAL.TY, L.TD, in writing within 10 days of receipt of invoice or monthly statement of any discrepancy in billing. Failure to do so signifies total acceptance and responsibility for prompt payment. Buyer hereby acknowledges that the good and/or services are not payable in installments, but are payable in full. Before goods can be returned, our consent must be obtained, you must have provide original invoice number and date. All returns are subject to a 25% restocking fee.

WINSTON WATER SPECIAL.TY, L.TD. reserves the right to send out "Notice to Owners" and file liens on past due accounts and use any legal means available to force col-lection, if such action becomes necessary. Buyer consents to venue in any Texas court of competent jurisdiction selected by WINSTON WATER SPECIAL.TY, L.TD Buyer agrees to immediately notify WINSTON WATER SPECIAL.TY, L.TD of any change to ownership or form of their business.

WINSTON WATER SPECIAL.TY, L.TD, shall not be liable for any delays or for any failure to manufacture. ship, supply, or deliver goods resulting from strikes, labor disputes, breakdowns, wars, civil disputes, floods, acts of God, carriers, or suppliers, or manufacturers delay or regulations of any government authority.

This credit application shall be governed by the laws of the State of Texas.

\_\_\_\_\_  
Signature of Owner/Partner or Officer Title Date  
\_\_\_\_\_  
Authorized signature of other then above Title Date

**OFFICE USE ONLY**

Account approved by: \_\_\_\_\_ Branch: \_\_\_\_\_ Code: \_\_\_\_\_