



8708 W Little York Road  
Houston, TX 77040

713-661-6321

## COMMERCIAL CREDIT APPLICATION

COMPANY NAME (AS IT SHOULD APPEAR ON ACCOUNT) \_\_\_\_\_ (Fields outlined in red are mandatory fields) \_\_\_\_\_ TAX ID NO \_\_\_\_\_

IF COMPANY NAME ABOVE IS DBA, WHAT IS PARENT COMPANY NAME: \_\_\_\_\_

BILLING ADDRESS: \_\_\_\_\_  
STREET CITY STATE ZIP CODE

SHIPPING ADDRESS: \_\_\_\_\_  
STREET CITY STATE ZIP CODE

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

BUSINESS TYPE: CORPORATION PARTNERSHIP LLC OTHER

HOW LONG IN BUSINESS: \_\_\_\_\_ D&B NUMBER: \_\_\_\_\_

TAX EXEMPT: \_\_\_ NO \_\_\_ YES IF YES, PLEASE PROVIDE SALES TAX EXEMPTION CERTIFICATE(S) WITH APPLICATION.

ANNUAL SALES: < 100,000 100K TO 1M > 1M

ESTIMATED MTHLY PURCHASES: \_\_\_\_\_ DOES YOUR COMPANY REQUIRE PURCHASE ORDERS (Y/N) \_\_\_\_\_

ACCTNG CONTACT: \_\_\_\_\_ PHONE & EXT: \_\_\_\_\_ EMAIL: \_\_\_\_\_

### COMPANY PRINCIPAL/OFFICERS

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_ SSN: \_\_\_\_\_

HOME ADDRESS \_\_\_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_ SSN: \_\_\_\_\_

HOME ADDRESS \_\_\_\_\_

### BANK REFERENCES

BANK NAME: \_\_\_\_\_ PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

ADDRESS \_\_\_\_\_ CONTACT: \_\_\_\_\_

### TRADE REFERENCES

COMPANY NAME: \_\_\_\_\_ PHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

ADDRESS \_\_\_\_\_ CONTACT: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_ PHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

ADDRESS \_\_\_\_\_ CONTACT: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_ PHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

ADDRESS \_\_\_\_\_ CONTACT: \_\_\_\_\_

Greater Texas Ice is herewith authorized to contact any of the above references who are granted full permission to disclose any credit information needed. Greater Texas Ice reserves the right to garner information if not able to obtain credit information on the business. By signing below, I am accepting responsibility on behalf of my company to fully comply with payment terms established by all contracts established by my company with Greater Texas Ice. Interest of one and a half per-cent (1.5%) per month (18% per annum) will be charged on past due accounts. This credit application shall remain in full force and effect unless and until the applicant notifies Greater Texas Ice in writing of any change. All rights and obligations from the parties thereto shall be governed by the Uniform Commercial Code as enacted and enforced in the State of North Carolina. In the event that Greater Texas Ice is unable to collect money due it is understood and agreed that the account can be forwarded to an attorney and/or collection agency and that the borrower shall be responsible for any additional fees or court costs, that are needed to enforce collections.

The undersigned authorizes Greater Texas Ice to contact banking and trade references listed above for the purpose of extending open account privileges.

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

Typed or printed name: \_\_\_\_\_

**TERMS AND CONDITIONS**

**Greater Texas Ice**

**1. Orders and Sales.**

1.1. Orders. All orders for Products are subject to Company's written acceptance. Orders may be submitted to Company or its authorized representative by facsimile or other electronic means. Company is not liable for any failed transmissions, erroneous or incomplete orders. Any terms contained in an order that conflict with or are in addition to terms set forth in this Agreement shall be of no effect, unless agreed upon in writing by both Client and Company. If a Product is backordered, the Product will be shipped to Client as soon as available, at the price in effect at the time of shipment. All sales are final upon shipment.

1.2. Product Price. Company shall invoice Client for all Products sold by Company to Client under this Agreement in accordance with the amounts set forth in Company's Authorized Client Price List in effect at the time of each sale to Client. Company reserves the right, from time to time and in its sole discretion, to increase or decrease the prices in the Authorized Client Price List upon written notice to Client. Client shall pay the Company all invoices within thirty (30) days of the invoice date.

1.3. Returns. Company will only accept returns for Products that are defective or for incorrectly shipped orders, provided that Client has obtained a return authorization number from Company prior to the return, which number is clearly marked on the return. All shipping and insurance costs for Product returns shall be borne by Client. All claims concerning defective or erroneous shipments must be made to the Company in writing within thirty (30) days from the invoice date.

1.4. Late Charges. All amounts due Company under this Agreement will accrue interest commencing on the calendar day following the invoice due date, until paid in full, at the rate of one and one-half percent (1.5%) per month. Company's acceptance of an interest payment shall not foreclose any other right that Company may have as a consequence of Client's late payment. If Company is required to retain a collection agency or to take legal action to collect any unpaid amount, and Company is successful in such action, Client agrees to pay all costs for the collection agency, reasonable attorneys' and expert fees incurred by Company in such collection action.

**2. Delivery.**

2.1. Risk of Loss. Company shall ship Products F.O.B. from its nearest warehouse or direct from the manufacturer. Title to Products purchased by Client pursuant to this Agreement shall remain with Company until delivery of the Products to the carrier. From and after delivery of the Products to the carrier, title shall be vested in the Client and Client shall be responsible for the entire risk of loss, theft, damages, damage to or destruction of the Products.

2.2. Carrier. In the absence of specific written instructions in each order, Company shall arrange for shipment of the Products by appropriate methods of transportation. The carrier selected shall not be deemed to be an agent of Company. Upon Company's delivery of the Products to the carrier, Client shall assume all liability for the Products, including any risk of loss or damage. If Client refuses delivery or delivery is not made, through no fault of Company, Client shall pay any additional delivery expenses incurred by Company.

**3. Warranty, Limitation on Warranty, and Other Agreements.**

3.1. Warranty/Disclaimer. Company sells the Products "AS IS" and does not make any, and expressly disclaims all, warranties, whether oral or written, express or implied, or arising by usage of trade or course of dealing, including, without limitation, the warranties of merchantability and fitness for a particular purpose, even if Company has been advised of the possibility of such damages. The manufacturer of the Products provides or may provide a limited warranty for each of the Products as stated in the documentation from the manufacturer that accompanies each Product. Client shall promptly notify Company of all Product warranty claims and agrees to act as the liaison between Company and Client's customer(s) to assist Company with the resolution of any and all warranty claims. The remedies set forth in this Section shall be the sole and exclusive remedy of Client.

3.2. Limitation of Liability. Company shall in no event be liable to Client for its economic, incidental, consequential, indirect, special, punitive or exemplary damages, loss of profits, loss or interruption of business, loss of use, whether claimed under contract, tort or any other legal theory, including, but not limited to, damages for loss of revenue or anticipated profit, cost of capital, and products liability. In no event shall Company's liability extend beyond a refund of amounts paid hereunder for any claim related to the subject or circumstances of this Agreement.

4. Indemnification. Client shall indemnify, defend and hold Company harmless for, from and against any claims, actions, threats, demands, damages, costs and other losses, resulting from Client's misuse of any of the Products or failure to comply with Company's training, specifications or instructions.

**5. General**

5.1. Entire Agreement. This Agreement, Company's Authorized Client Price Lists and invoices constitute the entire Agreement between Company and Client with respect to the subject matter herein, and shall supersede any and all prior or contemporaneous agreements, understandings, promises and representations made concerning the subject matter herein, whether written or oral. If any conflict exists between the terms of this Agreement and the terms of any Authorized Client Price List or invoice, the terms of the invoice shall control. This Agreement may not be amended, except in a writing signed by each of the parties hereto.

5.2. Waiver. The failure of either party to insist upon the performance of any provision of this Agreement or to exercise any right hereunder shall not be construed as a waiver of that provision. No waiver of any right or obligation under this Agreement shall be effective unless in writing and signed by the party intended to be bound.

5.3. Independent Contractor. This Agreement creates no relationship of joint venture, partnership, limited partnership, or agency between the parties. Client shall not assume or create any obligation or responsibility on behalf of Company. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this Agreement.

5.4. Notices. Any notice given pursuant to this Agreement shall be in writing and shall be deemed to have been duly given when delivered by hand, by first class mail or mail courier service, postage prepaid, by telex or by facsimile to the party to which such notice is given at the respective addresses shown in the first paragraph of this Agreement, or at such other address as any party may hereafter designate by notice given to the other party. Notices shall be effective upon receipt or, if applicable, within seventy-two (72) hours of mailing.

5.5. Force Majeure. No party shall be liable for any loss or damage caused by delay in the performance or non-performance of any of its obligations under this Agreement (except any obligation to pay money) when the same results from any cause which is beyond the reasonable control of such party, such as war, acts of terrorism, civil strife, or international boycott.

5.6. Applicable Law and Jurisdiction. This agreement shall be governed by the laws of the State of North Carolina without regard to conflict of laws principles. The Parties agree that the state and federal courts located in Wayne County, North Carolina shall have exclusive jurisdiction over disputes arising under this Agreement and the Parties hereby agree to personal jurisdiction and venue in those courts. Client hereby waives personal service of any summons, complaint or other process and agrees that service may be made by certified mail addressed to Client at the address listed in the Company's records. Client and Guarantor waive trial by jury in any action involving or related to this Agreement.

5.7. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties and their heirs, personal representatives, successors, and assigns (as the case may be), except as otherwise expressly provided for herein.

5.8. Construction. The parties acknowledge that they have all been represented by their own legal counsel in this matter, or have voluntarily elected not to do so, that they have carefully read, fully understand and knowingly agree, to all of the terms and conditions contained in this Agreement. Consequently, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

5.9. Severability. If any covenant, condition, term or provision contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, in whole or in part, by judgment, order, or decree of any court or other judicial tribunal of competent jurisdiction, from which judgment, order, or decree no further appeal or petition for review is available, such covenant, condition, term, or provision shall be severed from this Agreement, and the validity of the remaining covenants, conditions, terms, and provisions contained in this Agreement, and the validity of the remaining part of any term or provision held to be partially invalid, illegal, or unenforceable, shall in no way be affected, prejudiced, or disturbed thereby.

6. ATTORNEY'S FEES. In the event any litigation, arbitration, or controversy between the parties hereto arises out of or in connection with this Agreement, the prevailing party in such litigation or controversy shall be entitled to recover from the other party or parties all reasonable attorneys' fees, expenses and suit costs, including those associated with any appellate proceedings or post-judgment collection proceedings.

7. GUARANTY -Client represents that he/she has made this guaranty, for the purpose of inducing Company into entering into this Agreement for the sale of its products to Client on a credit basis. Client has determined that he/she will benefit directly and indirectly from this Agreement. Additionally, Client acknowledges that without a personal guaranty of all of the terms and conditions of this agreement, Company would not extend credit to Client. Therefore, Client, as primary obligor and not as a surety, unconditionally guarantees unto Company the full, prompt and punctual payment of all financial obligations as provided for in this Agreement and pursuant to any invoices generated as a result hereof, jointly and severally, when due (whether at its stated maturity, by acceleration or otherwise) in accordance with the terms thereof. The Client further unconditionally guarantees to Company the performance of all obligations arising under or relating to this Agreement. This Guaranty is irrevocable, unconditional and absolute, and if for any reason all or any of the financial obligations shall not be paid promptly when due or not promptly performed, Client will pay the same to Company, or other person or entity entitled thereto, or perform same as the case may be. This is a guaranty of payment and not of collection, and Client waives any right to require that any action be brought against any other person or entity. Should Company seek to enforce the obligations of Client by action in any court, Client waives any necessity, substantive or procedural, that a judgment previously be rendered against any other person or entity or that any other person or entity be joined in such cause or that a separate action be brought against any other person or entity; the obligations of Client hereunder are several from those of any other person or entity, and are primary obligations concerning which Client is the principal obligor. This Guaranty shall terminate and be of no further force and effect upon full and final payment of all of the Obligations and full performance there under by Tenant.

CLIENT Date: \_\_\_\_\_

Greater Texas Ice (Company) Date: \_\_\_\_\_

By: \_\_\_\_\_ By: \_\_\_\_\_

Print: \_\_\_\_\_ Print: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_