

CUSTOMER ACCOUNT TERMS OF SALE

1. I/we certify that this information is correct, complete and that we are able to pay within the Seller’s standard published payment terms. I/we further understand that the Seller will rely on this information for the extension of credit. I/we authorize Seller from time to time to obtain Business and consumer Credit Reports on customer or any principals listed above or to obtain credit and the funding information from any other person or entities. This is not an agreement by Seller to lend money, it is an agreement by customer for the benefit of the Seller, should Seller determine to supply materials or extend credit to Customer in the future.
2. Customer agrees that any amount not within the Sellers published payment terms will carry interest at the rate of 1 ½ % per month (18%per annum), both before and after judgment, and further agrees to pay all cost incurred in collection, including attorney’s fee’s in the amount of 1/3 of the total balance due, if this account is placed with an attorney for collection, whether suit is filed or not. Customer expressly agrees to submit to personal jurisdiction in Harris County, Texas, and agrees that this agreement is performable in Harris County, Texas, and the forum for any litigation arising out of or related to this agreement or any other contract between Seller and Customer, whether Seller or Customer brings suit, shall be Harris County, Texas. This Agreement shall be governed by and construed in accordance with the laws of Texas.
3. Customer further agrees to pay all amounts due under this Agreement until Seller has received written notice closing this account, by US mail certified return receipt requested, no matter what person or entity ordered or used the material supplied on this account and regardless of any change in the legal structure of Customer or the existence of entities or individual legally distinct Customer using or benefiting from the materials supplied. In the event other entities or individuals order or use the materials pursuant to this Agreement it is agreed that both customer and such other legal entities or individuals shall be obligated for all amounts due under this agreement.
4. All waivers executed by Seller shall be effective only to the total dollar amount of payments actually received. Customer agrees that Seller retains its mechanic lien, payment bond or other legal rights for unpaid deliveries, regardless of what other documents have been presented to Seller for signature that may imply otherwise. Customer further agrees that Seller has the right to determine, in its sole discretion how to apply payments, and which invoices to pay with all payments, receive on this account, despite any advice to the contrary. Seller may change credit limits or other credit terms at any time, in its sole discretion. Customer consents to and agrees that all future transactions shall be governed by such modified terms which customer hereby accepts.
5. Customer agrees that all funds owed to or received by Customer from anyone, resulting from the materials supplied by seller shall be held in trust for the benefit of Seller (“Trust Funds”). Customer agrees to promptly account for and pay to Seller all such Trust Funds. Customer agrees that it has no interest in Trust Funds held by anyone and irrevocably assigns to Seller its account receivable from anyone to the extent that sums are justly due from Customer to Seller under this agreement.
6. Seller may stop the manufacture or supply of any materials when it, in its sole discretion, determines that Customer is in breach of this Agreement or any other contract with Seller, or Seller has insecurity with respect to Customer’s creditworthiness, until payment is made and any dispute or insecurity has been resolved. Customer further agrees that Seller shall not, in any event, be responsible for any damage due to delay in supply of any materials. Customer agrees to pay reasonable storage fee if materials are stored on Sellers yard for more than 60 days.
7. That Sellers standard terms and conditions set forth on its invoices are incorporated into this agreement and shall govern all sales to the undersigned. Customer agrees that any claims that charges reflect on invoices or statements are inaccurate are WAIVED if charges are not contested within 60 days of the receipt of such statement or invoice.
8. The undersigned will inform Seller immediately by certified mail of any changes in this information or in my/our financial status or my/our interest or position in any sole proprietorships, partnerships, or corporations, which purchase materials from Seller, as well as any employees who are terminated and no longer authorized to purchase on the account.

By signing below, the undersigned acknowledges, accepts, and agrees to Seller terms and condition and certifies that the information given herein is true and correct.

COMPANY _____ DATE _____

SIGNATURE _____ DATE _____

SIGNATURE _____ DATE _____