

**WICHITA PIPE & SUPPLY COMPANY
1101 OHIO WICHITA FALLS, TX 76301**

APPLICATION FOR CREDIT

CREDIT REQUESTED\$ _____ IS A PO# REQUIRED _____

BUSINESS NAME _____ PHONE: _____

ADDRESS _____ CITY _____ STATE _____ ZIP _____

FAX # _____ EMAIL: _____

ARE CHARGES FOR A CERTAIN JOB **Y** _____ **N** _____ JOB NAME: _____ ?

HOW LONG IN BUSINESS? _____ TYPE BUSINESS _____

PROPRIETORSHIP _____ PARTNERSHIP _____ CORPORATION _____

Have you ever filed Bankruptcy within the last 7 years? _____

✓ PRINCIPAL OWNER(S) OR OFFICER(S) IS:

NAME TITLE HOME ADDRESS HOME PHONE S.S. #

1) _____

2) _____

WERE ANY OF THESE PRINCIPALS IN BUSINESS BEFORE? **Y** _____ **N** _____

✓ BANK REFERENCES-

BANK NAME ADDRESS PHONE CONTACT OFFICER

1) _____

2) _____

3) _____

CHECKING ACCOUNT NUMBERS:

BANK NAME:

1) _____

2) _____

3) _____

SAVINGS ACCOUNT NUMBERS:

BANK NAME:

1) _____

2) _____

✓ SUPPLIER REFERENCES;

NAME ADDRESS PHONE#

1. _____

FAX # _____ BALANCE OWING _____

2. _____

FAX# _____ BALANCE OWING _____

3. _____

FAX# _____ BALANCE OWING _____



THIS SECTION MUST BE COMPLETED IF TAX EXEMPT.

TEXAS SALES AND USE TAX PERMIT

TAX NUMBER _____

We are the holder of a valid Texas Sales and Use Tax Permit. We claim the right to make non-taxable purchases for resale from Wichita Pipe and Supply Company. Taxable items purchased will be resold, rented or leased by the company whose signature is affixed below.

We understand that we will be liable for payment of the Use Tax if we fail to comply with the applicable provisions of the Limited Sales Excise and Use Tax Act and Comptroller Rules regarding purchases of taxable items for resale.

Authorized Signature

Company Name (As shown on permit)

Title

Business Address

CREDIT TERMS & CONDITIONS OF WICHITA PIPE & SUPPLY COMPANY

In consideration of the extension of credit by Wichita Pipe & Supply Company (Hereinafter referred to as Wichita Pipe), the undersigned agrees:

1. The information contained of the reverse side of this form is true and correct.
2. To pay the balance of the account in full on the designated date following date of purchase.
3. To pay service charges on any delinquent amounts at the maximum rate prescribed by state law.
4. To pay all reasonable charges for collection, including attorney fees and court costs, if the account is placed with an attorney or collection agency.
5. That Wichita Pipe’s standard terms and conditions set forth on its invoice shall govern all sales to the undersigned.
6. In the event that a legal action is commenced solely to enforce any of the term of purchased or obligations created hereby or hereinafter, the legal action will be commenced in, and the proper place of trial therefore shall be in Wichita County, Texas.
7. To provide Wichita Pipe with a list of parties authorized to charge on account.
8. The undersigned will inform Wichita Pipe immediately by certified mail of any changes in this information or in my/our financial status or my/our interest or position in any partnerships or corporations which purchased materials from Wichita Pipe, as well as any employees who are terminated and no longer authorized to purchase on the above mentioned account.
9. The undersigned hereby authorizes any of the banks or trade references listed in this application to provide Wichita Pipe with any and all information requested.

By signing below, the undersigned acknowledges, accepts, and agrees to Wichita Pipe’s terms and conditions and certifies that the information given herein is true and correct.

(Name of Business)

(Date)

(Print Name)

(Title)

(Signature)

(Print Name)

(Title)

(Signature)



Terms and Conditions of Unattended Delivery

The following terms and conditions shall apply when Wichita Pipe & Supply (“the Seller”) delivers goods ordered (hereinafter, the “equipment and/or Supplies”) at the purchasers request but the Purchaser is not Present at the delivery site (the “Site”) to accept delivery and inspect the condition of the equipment and/or supplies.

1. **Proof of delivery:** The Seller’s submission to the Purchase, within ten (10) days following delivery, an invoice or other notification reflecting the date and Site where the Supplies was delivered shall constitute conclusive proof that the Supplies were delivered to the Site. In consideration of the Seller’s agreement to provide delivery, the Purchaser hereby waives any and all claims or causes of action against the Seller that the Supplies were not delivered to the site.
2. **Risk of Loss:** The Purchaser assumes any and all risk of loss or damage to the Supplies and to any real or personal property located at, on or around the site, and for any personal injuries arising out of, relating to or in connection with the Seller’s delivery of the Supplies. The Seller shall have NO liability for the foregoing and the Purchaser, in consideration of the Seller’s agreement to provide delivery, hereby waives any and all claims, demands or causes of action against the Seller for loss or damage to the supplies and to any real property located at, on or around the site, and for any personal injuries arising out of, relating to or in connection with the Seller’s delivery of the Supplies.
3. **Indemnification by Purchaser:** In consideration of the Seller’s agreement to provide delivery, the Purchaser agrees to indemnify and hold harmless the Seller from any loss, damage, cost of expense (including attorney’s fees) incurred or suffered by seller in connection with any claim, demand, liability or cause of action asserted against the seller by a third party arising out of, relating to or in connection with the Seller’s delivery of the Supplies or the condition of the Supplies.
4. **Entire Agreement:** This agreement represents the entire agreement between the Seller and the Purchaser with the respect to the matters addressed herein and supersedes all prior negotiations, representations or agreement between the seller and the Purchaser, whether oral or written on the subject hereof. This agreement may not be amended, altered or rescinded except upon a written instrument designated as an amendment to this agreement and executed by the Seller and the Purchaser.

All of the Terms and Conditions set forth above are agreed to and accepted by:

Purchaser: (Name of Company): _____

Authorized Signature: _____

Print Name: _____

Date: _____