



SEND TO:

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Email: darrell.wilson@rmadden.com

Fax: 512-688-5427

ROBERT MADDEN INDUSTRIES AUSTIN, TX.

COMMERCIAL CREDIT APPLICATION

Date _____ RMI Sales Rep _____

Company Name _____

Mailing Address _____
CITY CO. STATE ZIP

Shipping Address _____
CITY STATE ZIP

Telephone _____ Fax _____ Date Business Est. _____

Principal Cell Phone(s) _____

Owner / Accounting Email _____

Main Activity of Business _____ Product Lines Handled _____

Contractor License # _____ Ref. Certification # _____ Driver's License # _____

Account Contact / Payables _____
NAME PHONE NO. EXT. EMAIL (if applicable)

Purchase Order Required: Yes () No () Authorized Purchasers _____

Taxable Purchases: Yes () No () If no, a completed and signed **State of Texas resale or exemption certificate required.**

How would you prefer to receive your invoices and statements: Email () Fax () Regular Mail ()
(If you selected email, the address should be shown on the Account Contact/Payables email line above)

Legal Business Form: Individual () Partnership () Corporation () LLC () In The State Of _____

Owners, Partners, Officers, Members

NAME ADDRESS CITY, STATE, ZIP SOCIAL SECURITY NO. TITLE

NAME ADDRESS CITY, STATE, ZIP SOCIAL SECURITY NO. TITLE

NAME ADDRESS CITY, STATE, ZIP SOCIAL SECURITY NO. TITLE

Monthly Credit Total Requested: _____
(If over \$25,000.00 a copy of your most recent financial statement or tax return is required.)

Name of Bank _____ Bank Account(s) # _____

Branch Address _____

Banking Contact: _____
Name Phone# Fax #

I/We do hereby authorize and request the above named Banking institution to release all information requested regarding any accounts or credit experience in the name of the applicant above to Robert Madden Ind. in its credit investigation subsequent to our application for a credit account.

Authorized Signer on Account

SUPPLIERS WHERE YOU HAVE OPEN CREDIT ACCOUNTS:

Supplier	Account #	Telephone	Credit Dept. Fax #
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Robert Madden Industries is pleased to extend credit to eligible customers under the following terms and policies.

1. TERMS OF SALE: **PAYMENT DUE** on or before the 11th day of the month following the month of invoice. (Net 11th prox)
2. Accounts past due are subject to being placed on "credit hold" requiring credit department approval prior to any additional open account sales
3. Robert Madden Industries may require a Joint Check agreement as additional security to secure payment for certain purchases when in our opinion such an agreement is necessary. In accordance with the Property Code and Work Bond Law statutes, required notices will be sent and documents will be filed to perfect lien rights or bond claims when in our opinion it is necessary.
4. Deductions from amounts due for equipment, compressors, or parts purchased for warranty replacement are not allowed before defective items have been returned and all necessary documentation (a Service Credit Application, "SCA") has been submitted which will result in a credit being issued to your account. Deductions made prior to all warranty policy procedures being completed will create a past due status on the account with possibly a credit hold on further purchases and/or the accrual of service charges.
5. At our discretion, if in our opinion it is necessary, at this time or anytime in the future, due to the amount of credit line requested or granted, or for any other reason, that a guaranty be executed as a condition of the credit agreement, then one or more officers, owners, partners, or other parties of the firm making this application may be required to sign a guaranty. Non-compliance with this requirement could result in the declining of the application for a credit account, reduction of an existing credit line, limitation of the amount of credit granted on this present application, or revocation of existing credit privileges completely.**
6. All accounts are due and payable in full on or before the 11th day of each month following the month of invoice to Robert Madden Industries, at its office at 6021- 43rd St., Lubbock, Lubbock County, Texas. All contracts are deemed to be made or consummated in Lubbock, Lubbock County, Texas. Robert Madden Ind. does not sell on an installment plan; accounts not paid when due will be assessed a late payment fee equal to 1.5% of the past due amount per month (18% per annum). In the event that any account is referred for collection to an attorney, the undersigned agrees to pay reasonable attorney's fees and court cost. Robert Madden Industries is hereby granted a purchase money security interest under Chapter 9 of the Texas Business and Commerce Code to secure payment of the purchase price of all items purchased under this agreement

I/We fully understand and agree to the terms of sale, including credit, collection, and warranty policies of Robert Madden Industries, listed above, and agree to make proper payment in accordance with these terms, and that failure to pay within the specified terms may result in the cancellation of the credit account. I/We understand that all information listed, plus outside credit agencies and associations may be used to investigate the validity of this application.

_____ By _____
 COMPANY NAME

Print or Type Name _____

Date _____ Title _____

INDIVIDUAL PERSONAL GUARANTY

In consideration of extensions of credit by *Robert Madden Industries Ltd, ("RMI")*, to

_____ ("**Customer**"),

COMPANY NAME

I, _____ hereby personally and unconditionally guarantee to *RMI*,
PRINT INDIVIDUAL GUARANTOR NAME
its successors and assigns, the full and prompt payment, when due, of all present and future obligations of the Customer to *RMI*. I also personally guarantee payment of all costs incurred by *RMI* by reason of default of the Customer, including all reasonable attorneys' fees.

I waive notice of acceptance of this Guaranty, and notice of any default by the Customer. I agree that *RMI* may, without notice and without affecting my liability under this Guaranty, enter into transactions with Customer, modify the terms of any agreements between *RMI* and the Customer or grant extensions of time or credit to the Customer, or compromise, release, or assign any rights with respect to (1) the Customer, (2) myself, (3) any other guarantor of the Customers obligations and/or indebtedness to *RMI*, or (4) any collateral held by *RMI* as security under agreements between *RMI* and the Customer.

Where there are one or more other guarantors of the Customer's indebtedness or obligations to *RMI*, I agree that my liability shall be joint and several.

It shall not be necessary for *RMI*, in order to enforce this Guaranty, to first proceed against the Customer. Nor shall *RMI* have any obligation to perfect or protect any security interest or any rights it may have in any collateral.

This Guaranty is a continuing guarantee of payment, not of collection, and is not extinguished in whole or part by payment of any amount by Customer or others, nor by my death, and shall remain in force until revoked by me or my executor by notice in writing via certified return receipt mail to *RMI*. However, such revocation shall be effective only as to those obligations or indebtedness of the Customer which arise out of transactions entered into after receipt of notice of revocation by *RMI*. This Guaranty shall not be discharged or affected by the death of any of the undersigned, but shall bind their respective heirs, executors, administrators and assigns, and the benefits hereof shall extend to and include *RMI's* successors and assigns. This guaranty is a primary and unconditional obligation and covers all existing and future obligations or indebtedness of the Customer to *RMI*.

IN WITNESS WHEREOF, I have signed this Guaranty on _____, 20_____.

Guarantor (Signature)

Residence (No., Street)

Social Security Number

City State Zip

**** If all three statements below are true regarding the company making this application, then at least one of the officers/owners must sign the guarantee above, however we may require that this guaranty be signed in any case and at anytime as a condition for the granting of credit. If in our opinion, it is necessary, other officers/owners may be required to sign guaranties in addition to one above.**

1. The company is a Corporation or Limited Liability Company.
2. The company's main activity is HVAC, Refrigeration, or Plumbing, sales and/or service, etc.
3. Credit extension requirements will be \$5000 or greater per month