

## **STVA Scaffold**

19902 Hufsmith-Kohrville Rd, Tomball, TX 77375 P.O. Box 690725 Houston, Texas 77269-0725

Phone: 281-890-8490 Fax: 281-890-6150

	Credit Application				
Legal Business Name:		Date:			
Billing Address:					
Street Address:					
	Fax No:Email:				
	Position:				
Drivers License#/State:					
Accounts Payable Name:		Phone#			
Accounts Payable Email :					
Amount of Credit Requested: \$	Estimated	d Annual Sales: \$			
Type of Business		Years In Business	S		
STVA Scaffold Sales Rep:	Estimated	Amount of First Order	\$		
Dun & Bradstreet No.: NOTE: IF IN BUSINESS LESS THA		MPLETE PERSONAL GU	ARANTEE		
TAX STATUS: Taxable Resale_ If your purchaes are tax exempt, a copy of					
Ownership: Corporation LLC Pa	artnership Sole Proprietor -	Year Established/Renev	wed		
· <del></del> · _ <del>_</del>	Telephone #				
Banking Institution:	Bank Reference  City	State: _			
Contact Person:	Phone#:	Phone#:			
Account#:					
	<b>Business/Credit Reference</b>	S			
1) Company:	2) Company:				
Account #:					
Contact Person:					
Address:	Address:				
Phone#:					
Fax #:	Fax #:				
3) Company:					
Account #:					
Contact Person:		n:			
Address:					
Phone#:					
Fax #:					

### **Terms & Conditions**

### Acceptable Forms of Payment: ACH, Check, Credit Card, Cash and Wire Transfer

**Credit Policy**: C.O.D. or Credit Card restrictions may be placed.

**Credit Terms**: All invoices are due from date of invoice per assigned credit terms. STVA Scaffold reserves the right to limit or deny the extension of credit to Applicant at its sold discretion and without recourse to the Applicant and without notice to the Applicant.

**Venue:** All amounts due for purchases from STVA Scaffold are payble at P.O. Box 690725, Houston TX. 77269-0725. If credit is extended, it is stipulated and agree that all litigation related in anyway to the products, services, or payments described herein shall be in Harris County, Texas.

Late Fees/Collections Cost: If payment in full is not received within 60 days of shipping, STVA Scaffold shall receive 1.5% interest per month on all past due amounts from the date of shipping until paid, and shall collect actual costs of collections, including court costs and attorney's fees whether or not litigated or prosecuted to final judgement.

Change of Ownership: I/We understand that we must notify STVA Scaffold in writing and by certified mail of any change in ownership, the name of the business or structure of the business under which credit is established. In the the event of default, and if the account is turned over to an agency and/or an attorney for collection, the undersigned agrees to pay all reasonable attorney's fees, and /or cost of collection whether or not suit is filed.

I/We certify that this request is for the extension of credit for business purposes only and not for the expension of credit for personal, family or household purposes.

Company Financial Information					
Fiscal Year Ended:					
Current Assets:	\$				
Current Liabilities:	\$				
Other Assets	\$				
Net Worth:	\$				
Sales:	\$				
Long Term Liabilities:	\$				
Net Profit (Loss):	\$				

#### COMPANY FINANCIAL INFORMATION MUST BE COMPLETED IN ORDER TO BE CONSIDERED FOR CREDIT TERMS

I hereby affirm that the aforementioned financial information is true and correct.

Applicant hereby authorizes the bank(s) and/or supplier(s) named on this Application to release any and all information to STVA Scaffold with regard to the financial condition, credit history, account balances and the like to STVA Scaffold. Applicant consents to allowing STVA Scaffold to request credit reports from credit bureaus regarding their commercial credit to investigate credit worthiness. A copy of this Authorization shall be as valid as the original.

# APPLICANTS SIGNATURE ATTESTS FINANCIAL RESPONSIBILITY AND WILLINGNESS TO PAY IN ACCORDANCE WITH ABOVE TERMS.

#### AN OFFICER OR CONTROLLER OF THE COMPANY MUST SIGN AGREEMENT

Name of Firm:	
Date Signed:	
Print Name:	
Signature:	
Title:	

Please Email Completed Form to tammie@panaseas.com or Fax to 281-897-8111



## PERSONAL GUARANTY

For valuable consideration, the receipt of which is acknowledged, which consideration includes, but is not limited to the extension of credit by STVA Scaffold to "Company") the undersigned parties (collectively "Guarantor") individually, jointly and severally, absolutely, unconditionally and without limit guarantee(s) to STVA Scaffold, its parents, affiliates, subsidiaries, and owners the full, complete, faithful and prompt payment by Guarantor of all obligations which the Company and Guarantor presently or hereafter may have to STVA Scaffold, and payment when due of all sums presently or hereafter owing by Company and Guarantor to STVA Scaffold. Guarantor agrees to indemnify STVA Scaffold against any losses it may sustain and expenses STVA Scaffold may incur as a result of any failure of Company or Guarantor to perform its obligations to STVA Scaffold, including reasonable attorney's fees and all costs and other expenses incurred in collecting or compromising any indebtedness of the Company guaranteed hereunder, or in enforcing this guaranty against Guarantor. This shall be a continuing Guaranty, Guarantor explicitly waives any and all requirements for notice or presentment of any demand of the debt or default of the Company, and all requirements or diligence for STVA Scaffold to timely make demand or to enforce the terms and obligations under this guaranty. STVA Scaffolds failure to pursue any claim as it becomes due against either the Guarantor or Company shall not constitute a waiver of claims. This guaranty shall remain in full force until Guarantor delivers to STVA Scaffold written notice via certified mail, return receipt requested, to STVA Scaffold's main place of business, revoking it as to future indebtedness incurred after such delivery. The delivery of this notice of revocation shall not affect any of Guarantor's obligations hereunder with respect to indebtedness incurred prior to STVA Scaffold's receipt of said notice. The guaranty is a continuing guaranty and shall remain in full force and effect until the later of (1) the performance or payment in full of the guaranteed obligations, and (2) the termination of all continuing obligations and commitments of obligor. This guaranty shall not be affected by any change in control of the ownership of the Company, or restructure, merger, dissolution, or termination of the Company.

Guarantor agrees to be bound by all terms described herein or any amendments hereto made in the future and waives actual notice of said amendments. Amendments to the terms of this agreement, assignment of this guaranty or extensions of the time of performance shall not release any undersigned Guarantor unless STVA Scaffold specifically agrees in writing to the release of Guarantor.

In the event of termination of any agreement between STVA Scaffold and Company for default, or in the event of the failure, insolvency, default, bankruptcy, appointment of receiver or other liquidation of the Company, the guaranty herein shall become absolute. The Guarantor waives notice of default on the part of obligor. Guarantor shall be responsible for all costs or expenses incurred by STVA Scaffold in enforcing this guaranty.

The Guarantor stipulates and agrees that this agreement is performable in Houston, Harris County, Texas. The undersigned Guarantor, recognizing that his or her individual credit history may be a necessary factor in the evaluation of this personal guarantee, hereby **CONSENTS TO AND AUTHORIZES THE USE OF A CONSUMER CREDIT REPORT** on the undersigned, by the above named business credit grantor, from time to time as may be needed, in the credit evaluation process.

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Guarantor: Signed Name	Printed Name	Title	Date
Complete Home Address			Social Security Number
Guarantor: Signed Name	Printed Name	Title	Date
Complete Home Address			Social Security Number

In Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Texas, Washington State, and Wisconsin, <u>Guarantor and Spouse shall each sign below:</u>