



CONFIDENTIAL  
CREDIT APPLICATION  
(COMPLETE ALL PAGES, DATE AND SIGN)

903 Commerce  
Alice, TX 78332  
Phone: 361.664.6163  
Fax: 361.664.6265

COMPANY NAME \_\_\_\_\_  
BILLING ADDRESS \_\_\_\_\_  
SHIPPING ADDRESS \_\_\_\_\_  
CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_  
PHONE NUMBER \_\_\_\_\_ FAX NUMBER \_\_\_\_\_

BUSINESS TYPE: \_\_\_ Sole Proprietorship \_\_\_ Partnership \_\_\_ Corporation-In the State of \_\_\_\_\_  
Number of years in business \_\_\_\_\_ Federal I.D. Number \_\_\_\_\_  
Is your company Tax Exempt \_\_\_\_\_ Yes or \_\_\_\_\_ NO  
(If yes, please include a copy of your Tax Exemption Certification)

PARENT ORGANIZATION \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_  
CONTACT NAME \_\_\_\_\_ PHONE NUMBER \_\_\_\_\_

PRINCIPAL BUSINESS OR PRODUCT \_\_\_\_\_  
NUMBER OF EMPLOYEES \_\_\_\_\_ APPROX YEARLY SALES \_\_\_\_\_

DESIRED AMOUNT \_\_\_\_\_

**NAME, TITLE, AND HOME ADDRESS OF CORPORATE OFFICERS**

Name: _____	Name: _____
Title: _____	Title: _____
Address: _____	Address: _____
_____	_____
Phone: _____	Phone: _____

**BANK REFERENCE**

Name: _____	Name: _____
Address: _____	Address: _____
Account Number _____	Account Number _____
Contact: _____	Contact: _____
Phone number: _____	Phone number: _____
Fax number: _____	Fax number: _____
Email: _____	Email: _____

**PERSON TO CONTACT REGARDING PURCHASE ORDERS**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Phone number: \_\_\_\_\_  
Fax number: \_\_\_\_\_  
Email: \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Phone number: \_\_\_\_\_  
Fax number: \_\_\_\_\_  
Email: \_\_\_\_\_

**TRADE REFERENCES**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Contact: \_\_\_\_\_  
Phone number: \_\_\_\_\_  
Fax number: \_\_\_\_\_  
Email: \_\_\_\_\_

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Contact: \_\_\_\_\_  
Phone number: \_\_\_\_\_  
Fax number: \_\_\_\_\_  
Email: \_\_\_\_\_

Name: \_\_\_\_\_  
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Contact: \_\_\_\_\_  
Phone number: \_\_\_\_\_  
Fax number: \_\_\_\_\_  
Email: \_\_\_\_\_

The undersigned for the purpose of procuring and establishing credit, furnishes the above information. The undersigned certifies that all information in this application is complete, factual and correct. I authorize Phoinix Global LLC, and its representatives to obtain a credit report on the company applying for credit or the owners, partners, shareholders, officers, directors, or managers of said company, obtain credit information from others, check banking and trade references and to answer questions others may ask about any credit history with you.

Date: \_\_\_\_\_ Sign: \_\_\_\_\_ Title \_\_\_\_\_  
Print Name: \_\_\_\_\_



## Phoinix Global LLC'S Standard Terms and Conditions

The labor and materials described in this invoice have been shipped conditioned upon in accordance with the terms and conditions contained below and the buyer agrees and promises to pay the reasonable value of such labor and material as hereafter invoiced to him by Phoinix Global LLC.

1. The definition of terms used in the interpretation of this agreement and the rights of the parties hereto shall be construed under the laws of the State of Texas. "Seller" when used herein means Phoinix Global LLC. "Purchaser" when used herein means the person, firm or corporation to whom this invoice is addressed and "goods" means those articles, materials, supplies, technical services, data, labor or other property or services described on the invoice.
2. Unless otherwise provided expressly on the invoice, prices invoiced will be those in effect on the date of shipment. Any prices quoted are F.O.B. Seller's point of shipment and do not include sales, use, excise or similar taxes. The right is reserved to correct the price on any order or quotation due to typographical or mathematical errors.
3. Delivery dates if shown are approximate and are based on prompt receipt of a firm order and full information at the Seller's office.
4. Seller warrants goods of its manufacture hereunder for one year from date of delivery against defects in material or workmanship except for parts furnished on a repair and return basis. The obligation of the Seller and Purchaser's sole and exclusive remedy hereunder shall be limited at Seller's option to the following:
  - A. To replace or repair any goods or parts which are returned to the Seller within the period aforesaid, transportation charges prepaid and there determined by Seller not to be as warranted.
  - B. Should the goods or parts be determined by the Seller to be so defective as to preclude the remedy of warranted defects by replacement or repair, Purchaser's sole and exclusive remedy shall then be a refund of the purchase price, less a reasonable charge for any utilization by Purchaser.
  - C. Notwithstanding the foregoing, the Seller shall have no obligation hereunder if the goods or parts become defective in whole or
  - D. In part as a result of removal, improper use, operation above specified performance or misapplication thereof after delivery to Purchaser.
  - E. Purchaser shall pay freight charges in connection with return or replacement of the defective parts or goods. Any and all parts and accessories, as well as material made by other manufactures, are warranted only to the extent of the original manufacturer's warranty to Seller. EXCEPT AS SET FORTH HEREIN, IT IS EXPRESSLY AGREED THAT THERE IS NO IMPLIED WARRANTY OF MERCHANTABILITY, NO WARRANTY EXPRESS OR IMPLIED OR STATUTORY NOR ANY AFFIRMATION OF FACT OR PROMISE BY THE SELLER WITH REFERENCE TO THE GOODS, PARTS, SERVICES OR OTHERWISE WHICH EXTENDS BEYOND THE DESCRIPTION OF THE GOODS, PARTS OR SERVICES SET FORTH HEREIN, AND THAT PURCHASER ACKNOWLEDGES THAT

IT IS PURCHASING THE GOODS, PARTS OR SERVICES SOLEY ON THE BASIS OF THE COMMITMENTS OF THE SELLER EXPRESSLY SET FORTH HEREIN.

5. In no event shall the Seller be liable for special, consequential or incidental or other damages, nor for loss of anticipated profits, nor for loss of or use of any equipment, installation, system, operation, or services into which the good or parts as well as materials may be put or the services performed. This limitation on Seller's liability shall apply to any liability for default under or in connection with the goods, parts or services, as well as materials delivered hereunder, whether based on warranty, failure of or delay in delivery or otherwise.
6. Any suit for claims arising out of or related to any goods must be brought not later than two years after the date the goods are delivered to the Purchaser of the agent of Purchaser.
7. It is expressly recognized by both parties that Seller retains title to delivered goods until such time as payment is made in full by Purchaser. The parties expressly agree that the signing of a carrier delivery ticket by a representative of Purchaser constitutes a security agreement as contemplated by Article 9 of the Uniform Commercial Code and insures Seller's title of delivered goods. Said security agreement shall continue until Seller receives full payment for delivered goods secured hereby.
8. The Seller's goods and parts are highly engineered and constantly subject to engineering refinement and improvement, of necessity, therefore, the Seller reserves the right to change any aspect of the goods, parts, or materials, and the prices or rates therefore at any time.
9. Buyer agrees to hold Seller harmless and indemnify Seller for any and all claims, demands, liabilities, costs, damages, and causes of action of any nature whatsoever, arising out of or incidental to the negligence of buyer, buyer's owners, managers, employees, agents, subcontractors, and or buyer's customers, provided; however, that Phoinix Global shall not be entitled to indemnification where the claim at issue arose out of Claims, demands, liabilities, costs, damages, and causes of action which can be attributed directly to a negligent act or omission by Phoinix Global, its owners and or employees.
10. TERMS: NET 30 DAYS from the date of invoice unless otherwise specified by Seller in special terms, no cash discount. Interest of 12 percent per annum charged on past due accounts. Discounts from list prices shown on invoices are valid for invoices paid on time. Seller reserves the right to recover all such discounts for late payment invoices.
11. All payments are due at Seller's place of business in Alice, Jim Wells County, Texas.

We acknowledge and accept Phoinix Global LLC's "Standard Terms and Conditions."

Company

Name \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_

Signature, Title \_\_\_\_\_