



# Shamrock Steel Sales, Inc.

238 S. COUNTY ROAD WEST \* P.O. BOX 1492 \* ODESSA, TEXAS 79760 \* 432-337-2317

Approved by: \_\_\_\_\_

Credit Amount: \_\_\_\_\_

The electronic version of this form may be filled out using Adobe Acrobat Reader (v7.0 or higher), printed and faxed to 432-337-5049.

## NET 30 TERMS CREDIT ACCOUNT APPLICATION

\* All items marked with (\*) must be completed or this application will not be accepted.

### BUSINESS INFORMATION

LEGAL BUSINESS NAME\*: \_\_\_\_\_ DBA (if applicable) \_\_\_\_\_

MAIN OFFICE or HQ PHYSICAL ADDRESS\*: \_\_\_\_\_ CITY\*: \_\_\_\_\_

STATE\*: \_\_\_\_\_ ZIP\*: \_\_\_\_\_ PHONE#\*: \_\_\_\_\_ FAX #\*: \_\_\_\_\_

LOCAL (Permian Basin Area) PHYSICAL ADDRESS (if different than above)\*: \_\_\_\_\_

CITY\*: \_\_\_\_\_ STATE\*: \_\_\_\_\_ ZIP\*: \_\_\_\_\_

PHONE#\*: \_\_\_\_\_ FAX #\*: \_\_\_\_\_ COMPANY WEBSITE: \_\_\_\_\_

BILLING ADDRESS\*: \_\_\_\_\_ CITY\*: \_\_\_\_\_ STATE\*: \_\_\_\_\_ ZIP\*: \_\_\_\_\_

BILLING or A/P CONTACT NAME\*: \_\_\_\_\_ PHONE#\*: \_\_\_\_\_ FAX #\*: \_\_\_\_\_

BILLING or A/P CONTACT EMAIL ADDRESS: \_\_\_\_\_

Invoices and Statements can be delivered by email. Do you wish to have these delivered by email?  YES  NO

Send these by email to the Billing contact and email address listed above?  YES  NO

Use a different email address and contact? Please provide the additional info below:

NAME: \_\_\_\_\_ EMAIL: \_\_\_\_\_ PHONE #: \_\_\_\_\_

PURCHASING AGENT NAME\*: \_\_\_\_\_ PHONE #\*: \_\_\_\_\_ EMAIL\*: \_\_\_\_\_

### SHIPPING/DELIVERY INFO:

Will Call:  YES  NO (If items are normally delivered please provide the following shipping info)

ADDRESS\*: \_\_\_\_\_ CITY\*: \_\_\_\_\_

STATE\*: \_\_\_\_\_ ZIP\*: \_\_\_\_\_ CONTACT NAME: \_\_\_\_\_ PHONE #: \_\_\_\_\_

MOBILE #: \_\_\_\_\_ FAX #: \_\_\_\_\_

TYPE OF BUSINESS\*:  CORPORATION  S-CORP  PARTNERSHIP  SOLE PROPRIETOR  L.L.C.

*If sole proprietorship, please provide the following information:*

SOLE PROPRIETOR NAME: \_\_\_\_\_ SS #: \_\_\_\_\_

BUSINESS TYPE\*:  MANUFACTURING  DISTRIBUTOR  RESELLER  SERVICE  END USER

FEDERAL TAX ID NUMBER\*: \_\_\_\_\_ FISCAL YEAR END\*: \_\_\_\_\_ DATE ESTABLISHED\*: \_\_\_\_\_

ARE YOUR ORDERS/PURCHASES TAX EXEMPT?:  YES  NO IF YES, RESALE #: \_\_\_\_\_ STATE \_\_\_\_\_

*If yes, please submit your completed state resale certificate or exemption form with this application*

ARE PURCHASE ORDER #'s REQUIRED?  YES  NO

*Quality, Dependability and Service since 1956*



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## COMPANY OFFICER(S) / OWNER(S) / PARTNER(S):

NAME: \_\_\_\_\_ POSITION: \_\_\_\_\_ PHONE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_

NAME: \_\_\_\_\_ POSITION: \_\_\_\_\_ PHONE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_

NAME: \_\_\_\_\_ POSITION: \_\_\_\_\_ PHONE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_

NAME: \_\_\_\_\_ POSITION: \_\_\_\_\_ PHONE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_

## **BANK REFERENCES:**

1. BANK NAME\*: \_\_\_\_\_ PHONE #\*: \_\_\_\_\_ FAX #\*: \_\_\_\_\_

ADDRESS\*: \_\_\_\_\_ CITY\*: \_\_\_\_\_ STATE\*: \_\_\_\_\_ ZIP\*: \_\_\_\_\_

ACCOUNT OFFICER NAME\*: \_\_\_\_\_

2. BANK NAME: \_\_\_\_\_ PHONE #: \_\_\_\_\_ FAX #: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

ACCOUNT OFFICER NAME: \_\_\_\_\_

## **TRADE REFERENCES**

1. COMPANY NAME\*: \_\_\_\_\_ PHONE #\*: \_\_\_\_\_ FAX\*: \_\_\_\_\_

ADDRESS\*: \_\_\_\_\_ CITY\*: \_\_\_\_\_ STATE\*: \_\_\_\_\_ ZIP\*: \_\_\_\_\_

2. COMPANY NAME: \_\_\_\_\_ PHONE #: \_\_\_\_\_ FAX: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

3. COMPANY NAME: \_\_\_\_\_ PHONE #: \_\_\_\_\_ FAX: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

4. COMPANY NAME: \_\_\_\_\_ PHONE #: \_\_\_\_\_ FAX: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

IN AN EFFORT TO HELP US ESTABLISH AN APPROPRIATE LINE OF CREDIT TO SERVE YOUR BUSINESS, PLEASE ANSWER THE FOLLOWING QUESTIONS (IN DOLLARS).

1. HOW MUCH STEEL DO YOU PURCHASE EACH YEAR?\* \_\_\_\_\_

2. ESTIMATED MONTHLY VOLUME WITH SHAMROCK STEEL SALES\*: \_\_\_\_\_



By signing this credit application/agreement, the individual executing this Application below on behalf of the Buyer, individually and personally, represents and guarantees to SHAMROCK STEEL SALES, INC. that: 1) he/she is authorized to execute this Application on behalf of Buyer; 2) the information set forth in this Application is accurate and complete; 3) Buyer agrees that the prevailing party in any proceeding relating to this Application or to resolve a dispute with SHAMROCK STEEL SALES, INC. will be entitled to recover its costs, including attorneys' fees, collection agency fee, from the other party; and 4) the terms and conditions of this Application apply to all sales to Buyer.

Buyer also agrees to pay all bank fees for each check issued by Buyer to SHAMROCK STEEL SALES, INC. which is returned to SHAMROCK STEEL SALES, INC. unpaid or marked NSF.

By signing this Application, Buyer agrees to all of the above and hereby grants SHAMROCK STEEL SALES, INC. permission to obtain Buyer's credit information and verification by company(ies) and financial institution(s) that the Buyer has specified on this document and from others that SHAMROCK STEEL SALES, INC. becomes aware of during the credit review process. From time to time, at Sellers request, Buyer agrees to furnish current financial information. The undersigned also understands that SHAMROCK STEEL SALES, INC. will retain the Application, whether or not it is approved, and that SHAMROCK STEEL SALES, INC. will consider this Application as a continuing statement of the undersigned's financial position and situation until notified otherwise by the Buyer.

In order for SHAMROCK STEEL SALES, INC. to sell to and continue to sell to Buyer, Buyer hereby represents and guarantees that it is solvent and that it pays its obligations as they become due. The preceding representation and guarantee will be deemed to be repeated in each purchase by Buyer.

Faxed documents will be deemed as original. No oral agreements will be accepted. The terms on this credit application/agreement overrides all others.

I (we) understand that the information furnished above is for the purpose of obtaining credit from SHAMROCK STEEL SALES, INC. and that I (we) authorize in my (our) capacity to bind my (our) firm accordingly. That all monies due SHAMROCK STEEL SALES, INC. shall be due and payable at SHAMROCK STEEL SALES, INC. and that your terms are NET 30 DAYS. That all past due accounts, notes or judgments will automatically draw interest at the current maximum rate allowed for open account transactions in the State of Texas

LEGAL COMPANY NAME\*: \_\_\_\_\_

AUTHORIZED SIGNATURE\*: \_\_\_\_\_ DATE\*: \_\_\_\_\_

SIGNATORY NAME (PLEASE PRINT)\*: \_\_\_\_\_ TITLE\*: \_\_\_\_\_

In consideration of the credit being extended to the above firm, I personally guarantee all indebtedness hereunder. I further agree that this guaranty is an absolute, completed and continuing one and no notice of indebtedness or any extension of credit already or hereafter contracted by or extended to, need be given. The terms may be rearranged, extended and/or removed without notice to me. That I will, within five (5) days from the date of notice of past due account, pay the full amount due.

AUTHORIZED SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

SIGNATORY NAME (PRINT ONLY): \_\_\_\_\_ TITLE: \_\_\_\_\_

**THIS APPLICATION MUST BE COMPLETED IN FULL IN ORDER TO BE CONSIDERED FOR CREDIT TERMS.**



## TERMS & CONDITIONS FOR SALE OF GOODS

### CONTINUING AGREEMENT:

Buyer wishes to purchase and Seller wishes to sell Goods for a mutually agreed price, on an ongoing basis. Because it is agreed that such an arrangement will benefit both parties and for mutual consideration, the undersigned, individually, jointly and severally agree to the following terms and conditions for all purchases Buyer makes from Seller. Each order, with attachments, shall exist concurrently and cumulatively with these terms and conditions, the terms and conditions of seller's credit application, and any credit terms specific to that Order.

### TERMINATION BY SELLER:

If (I) Buyer fails to make any payment when due and owing; (ii) Buyer commits a material or anticipatory breach of the Order, Seller's credit terms, or this agreement; (iii) Buyer becomes insolvent, or enters voluntary or involuntary bankruptcy or receivership; then Seller shall have the right (without prejudice to any other rights or remedies it may have hereunder or by operation of law) to terminate the order and to seek all remedies available, at law or in equity.

### SALES OR USE TAX:

Prices quoted do not include applicable sales or use taxes. Buyer shall be responsible for paying any and all taxes that may be imposed on the Order by any taxing authorities unless, prior to shipment or pick-up, Buyer provides Seller with (I) a valid sales or use tax exemption, (ii) a signed copy of their original resale certificate or, (iii) written documentation of any other tax exemptions verifying tax exempt status. When invoicing Orders, SHAMROCK STEEL SALES, INC. will use all available information in an attempt to charge the appropriate tax in effect on shipment date, as required by the State of Texas or State of New Mexico. However, should a subsequent audit reveal that a different Tax is due than what Seller included in its invoice to the Buyer, Buyer agrees to pay any additional Tax due and Seller agrees to refund any excess Tax that was erroneously collected.

### PAYMENT/CREDIT TERMS:

Seller's Credit Department, at its sole discretion, shall have the right to approve and assign Buyer credit, set credit limits, set payment terms and increase, decrease, modify or terminate Buyer's credit privileges and/or payment terms at any time. Unless Seller notifies Buyer otherwise, the following terms will apply:

First time or occasional Buyers shall pay cash on delivery, C.O.D., for the contract value of the Order, including applicable taxes and freight charges (if any), on or before the date of delivery or, if Buyer is picking up the Goods, at the time Buyer picks up the order. Payment shall be made with credit card, cash, check or Cashier's Check payable to SHAMROCK STEEL SALES, INC. Acceptance of a personal or company check is at Seller's sole discretion.

Special Orders may require a deposit before order is accepted, at the Seller's discretion.

Subject to approval by Seller's credit department, Buyers can establish an "Open Account" with Seller by completing a credit application. Lines of credit are granted or denied based on Seller's review of Buyer's credit references, the customers overall credit history, years in business, financial strength and history with Seller. Orders are not eligible for processing until Seller's credit department has completed a credit evaluation, approved Buyer for Open Account status and established satisfactory payment terms. Seller does not guarantee that all applying Buyers will qualify for Open Account status or that Open Account Status is applicable on orders that exceed Buyers established credit limit. Seller shall not be responsible for delays due to credit department review.

Buyer Initials\*: \_\_\_\_\_

Open-account Buyers enjoy the following privileges subject to compliance with all other clauses contained herein:

1. Open Account Buyers receive a maximum credit limit under which they can order Goods without agreeing to pay C.O.D. payment. All Open Account amounts are due thirty (30) days from date of invoice. It is the Buyer's responsibility to know his credit limit and to keep his total purchases under this maximum credit limit.
2. Seller, at Seller's discretion, may waive the deposit requirement for specially ordered material of established Open Account Buyers.

Open Account Buyers must maintain good credit and a prompt pay history to keep open account privileges. Seller's Credit Department reserves the right to request and receive Buyer's updated financial information, when Seller's Credit Department deems necessary, in order to maintain Buyer's Open Account status and credit limit. Open Account status may be revoked, at any time, at Seller's discretion.

Buyer agrees that all current obligations shall become immediately due and payable in the event of (a) Buyer's failure to accept an order when ready for shipment or pick-up (b) Buyer's failure to pay debts as they become due (c) Buyer's failure to comply with Seller's credit or payment terms (d) Buyer's dissolution, bankruptcy, insolvency, or death (e) termination of the contract by Buyer or Seller for any reason (f) Buyer's failure to provide satisfactory security or assurance for performance of Buyer's obligations if requested by seller (g) any breach or anticipatory breach of contract.



**PAST DUE ACCOUNTS AND DISPUTE RESOLUTION:**

If Buyer fails to fulfill the terms of payment, Seller may, at his option, defer additional order acceptance, shipment or pick-up, put Buyer's account on "Credit Hold" and/or require 100% prepayment of any current or future order. At Seller's option he may add interest to amount past due - interest will be determined by the maximum non-usurious amount allowed by law. Any open account standing may be revoked and reevaluated. Seller will attempt to notify any Buyer who is placed on Credit Hold status, but it is ultimately the Buyer's responsibility to know his account status at all times.

Returns are accepted at Seller's discretion only, and restocking fee may be applied. All special orders are subject to full charge at discretion of Seller upon return of merchandise.

**SECURITY INTEREST:**

Signatories agree to be wholly responsible for amount due should Buyer fail to pay. Buyer grants and Seller retains a security interest in the Goods to secure payment of the contract price and all other charges due and owing to Seller by Buyer for any Goods purchased by Buyer. This security interest constitutes a 'purchase money security interest' pursuant to the Uniform Commercial Code and this document is a contract, security agreement and financing statement between Buyer and Seller. This security interest covers all goods sold to Purchaser including raw steel and fabricated products.

**BUYER: (MUST COMPLETE ALL ENTRIES):**

Agreed to and Accepted by Buyer:

Signed By\*: \_\_\_\_\_  
Buyer

Print Name\*: \_\_\_\_\_

Company Name\*: \_\_\_\_\_

Title\*: \_\_\_\_\_

**SELLER:**

Agreed to and Accepted by Seller:

By: \_\_\_\_\_  
SHAMROCK STEEL SALES, INC.

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Please complete this entire Credit Application form and the attached Creditor Authorization Release Form and **FAX** both to SHAMROCK STEEL SALES INC. at:

**(432) 337-5049**

**NOTE: All entries marked with (\*) must be completed and the application must be signed or it will not be accepted.**

Please do not send this application by email due to the sensitive nature of the information provided.

Thank You!



**Shamrock Steel Sales, Inc.**

**CREDITOR AUTHORIZATION RELEASE FORM**

Regulations regarding the divulgence of credit information require creditors to obtain written authorization from their customers before the release of any information regarding their account(s). Please provide all of the information requested in the Release form below. Any areas of this form left incomplete may cause undue delay in processing your Credit Application. Sign and return the completed authorization form to SHAMROCK STEEL SALES, INC. along with your completed Credit Application.

I hereby give my permission / authorization for SHAMROCK STEEL SALES, Inc. to release information regarding my account per the information I/We have provided in the attached Credit Application.

LEGAL COMPANY NAME: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

SIGNATORY NAME (PLEASE PRINT): \_\_\_\_\_ TITLE: \_\_\_\_\_