



INDUSTRIAL FABRICS, INC.

CONSTRUCTION PRODUCTS & ENGINEERING SOLUTIONS

***Use of Credit Cards Carries Additional Fees**

WE ACCEPT THE FOLLOWING:



credit@ind-fab.com

+1 225 906 0759 Direct

888 635 6209 Toll Free

5102 Galveston Road

Houston TX 77017

M-F 8am - 5pm cst

NEW REMIT TO ADDRESS:

INDUSTRIAL FABRICS, INC. - FGB
8951 Synergy Drive, Suite 100
McKinney TX 75070

APPLICATION FOR CREDIT

(Estimated processing time of 24-48 hours)

Date: _____ Salesperson: _____

PLEASE ENTER YOUR SALESPERSON'S NAME

Company: _____

Address: _____

City: _____ State: _____ Zip: _____ County/Parish: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Full Name of Owner(s): _____

Date Started: _____ Fed Tax ID: _____ D.U.N.S.#: _____

Accounting Contact: _____

Email Address: _____

Business Type: ☐ Proprietorship ☐ Partnership ☐ Corporation Amount of Credit Requested: _____

Are Purchase Orders Required From Your Company: ☐ Yes ☐ No

REFERENCES

Company Name	Email	Phone
_____	_____	_____
_____	_____	_____
_____	_____	_____

BANK INFORMATION

Name of Bank: _____

Account #: _____ Phone: _____

Bank Contact: _____ Fax: _____ Phone: _____

Address: _____

City: _____ State: _____ Zip: _____

SIGNATURE REQUIRED OR CREDIT APP WILL NOT BE PROCESSED

Applicant's signature attests financial responsibility, ability and willingness to pay our invoices in accordance with following terms: NET 30 DAYS

Print Name: _____ Signature: _____ Title: _____

CREDIT APPLICATION TERMS AND CONDITIONS

1. This application is submitted by the undersigned (hereinafter referred to as "Applicant") for the purpose of obtaining a credit account with Industrial Fabrics, Inc. All representations are accurate, complete and truthful to the best of the Applicant's knowledge and belief.
2. The Applicant hereby authorizes any individual, firm or corporation given as a credit reference to disclose to Industrial Fabrics, Inc. orally or in writing, any information which is pertinent to this application.
3. If the Applicant is a corporation, the undersigned affirmatively states that he is authorized to make application on behalf of said corporation and to obligate same for any credit extended thereto as a result of this application; and further that the corporation on whose behalf application is hereby made will continue to be bound and obligated for any credit advanced thereto until notice to the contrary is given in writing to Industrial Fabrics, Inc. at 510 O'Neal Lane, Baton Rouge, LA 70895.
4. If Applicant presents a Financial Statement as a part of this application, it is incorporated by reference. Applicant agrees to submit a Financial Statement as requested by Industrial Fabrics, Inc. Any Financial Statements submitted in connection with this application or as requested by Industrial Fabrics, Inc. will be accurate, complete and truthful.
5. Credit extended by Industrial Fabrics, Inc. to Applicant shall be due when billed to Applicant. Applicant agrees to pay the amount due within thirty (30) days following the due date to avoid a finance charge. After thirty (30) days, Applicant agrees to pay a finance charge of one and one-half (1-1/2 %) percent per month or the maximum rate of eighteen (18%) percent. Notwithstanding, it is Applicant's and Industrial Fabrics, Inc.'s intent not to violate any Usury Statutes. If any finance or interest charged, contracted or received by Industrial Fabrics, Inc. exceeds the maximum rate permitted by law, the parties agree that it is the result of inadvertence or mistake, and Industrial Fabrics, Inc. shall credit against principal any amount of excess interest collected or received, and Applicant shall not be bound to pay any excess interest contracted or charged.
6. If this account is not paid in full when due, and it is placed in the hands of an attorney for collection, Applicant agrees to pay twenty-five percent additional on principal and interest as attorney's fees, and all court costs.
7. **DISCLAIMER OF WARRANTIES: INDUSTRIAL FABRICS, INC. DISCLAIMS ALL WARRANTIES EITHER EXPRESSED OR IMPLIED INCLUDING THE WARRANTY OF MERCHANTABILITY AND FITNESS FOR PURPOSE. THE MATERIALS AND EQUIPMENT SOLD TO APPLICANT ARE SOLD AS IS WHERE AS. NOTWITHSTANDING, IF INDUSTRIAL FABRICS, INC. FURNISHES TO APPLICANT ANY WRITTEN LIMITED WARRANTY WITH RESPECT TO MATERIALS AND EQUIPMENT, THE LIMITED WRITTEN WARRANTY WILL PREVAIL.**
8. Venue: For all goods and products sold in Texas, venue lies in Houston, Harris County, Texas. For all other transactions, venue lies in East Baton Rouge Parish, Louisiana.
9. State Laws: The laws of the State of Louisiana and Texas shall control the construction of any transaction between Industrial Fabrics, Inc., Applicant and Guarantor.
10. Security Interest: Applicant grants to Industrial Fabrics, Inc. a purchase money security interest in all materials and equipment sold by Industrial Fabrics, Inc. to Applicant. Applicant authorizes Industrial Fabrics, Inc. on behalf of Applicant, to execute and file a financing statement with the Secretary of State of any state or any other Governmental Agency to evidence the security interest.
11. **NOTICE TO APPLICANT: DO NOT SIGN THIS AGREEMENT UNTIL YOU HAVE READ IT. YOU ARE ENTITLED TO A COPY OF THE SIGNED AGREEMENT.**

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Company Name: _____

Initials: _____

INDUSTRIAL FABRICS, INC.

GUARANTY

For value received, the undersigned does hereby personally, primarily, and individually, guarantee payment of all amounts due and owing by Applicant to Industrial Fabrics, Inc. including principal, interest, attorney fees and costs.

Applicant agrees that this guaranty shall continue and remain valid and enforceable as to all indebtedness now existing or hereinafter incurred by Applicant until ten (10) days after receipt of written notice by the undersigned to Industrial Fabrics, Inc. terminating this guaranty, to the extent not prohibited by law, Guarantor waives all notices and all defenses including the defense of impairment of collateral and any other defenses not prohibited.

Guarantor agrees that Guarantor may be sued without necessity of joinder of Applicant.

Owner/Guarantor Print Name: _____

Owner/Guarantor Signature: _____ Date: _____

INDUSTRIAL FABRICS, INC.

TERMS AND GENERAL CONDITIONS OF SALE

- QUOTATIONS:** Price lists and all quotations given, either verbally or in written form, except those dealing with special order units, are valid for thirty (30) days and thereafter subject to change without notice. All quotations dealing with special order units that will require signing of a Purchase Order by the Buyer are firm for acceptance within forty-five (45) days from the date they are given. All prices given on any Purchase Order signed by the Buyer and accepted by Industrial Fabrics, Inc. are firm for shipment within ninety (90) days. After that period of time, units not shipped are then subject to invoicing and storage charges of 5% of unit price per month. These terms will prevail unless specifically extended in writing by Industrial Fabrics, Inc.
- PAYMENT TERMS:** Purchases of all products, other than for cash, are subject to credit approval. Arrangements for open account terms as to any order must be made prior to the acceptance and/or shipment of such order by Industrial Fabrics, Inc. Should credit terms be disapproved by Industrial Fabrics, Inc., all materials must be paid for in full prior to their manufacture and/or shipment. Payments on open account are due 30 days Net from invoice date. NO RETAINAGE WILL BE ALLOWED. These conditions will prevail in all cases unless otherwise expressly agreed to in writing by Industrial Fabrics, Inc. Failure to pay within the time specified herein, or if another time is specified then after such a time, shall allow Industrial Fabrics, Inc. to charge Buyer interest at the Annual Percentage Rate of 18% on unpaid open accounts and/or Purchase Orders from the due date thereof, together with all costs of collection, as outlined in customer's application for credit. The foregoing rights are without prejudice to any other lawful remedy of Industrial Fabrics, Inc.
- DELIVERIES:** ALL DELIVERY REQUESTS SHOULD BE PLACED A MINIMUM OF 24 WORKING HOURS IN ADVANCE OF DESIRED TIME OF DELIVERY. This is particularly important where a "First Loads A.M." is desired. All deliveries are scheduled on a first-come first-serve basis.
- TAXES:** All Federal, State, and Local taxes in effect at the time of shipment, shall be paid by Buyer. IT IS BUYER'S RESPONSIBILITY TO PROVIDE Industrial Fabrics, Inc. A TAX-EXEMPTION CERTIFICATE WITH BUYER'S PURCHASE ORDER, AT OR BEFORE THE TIME THE ORDER IS PLACED, IF A PARTICULAR PROJECT IS EXEMPT FROM TAXES. If Buyer fails to provide Seller a tax-exempt certificate Buyer agrees to pay Seller for any taxes subsequently invoiced by Seller, and it will be Buyer's sole responsibility to recoup any such taxes from the appropriate taxing authority(s).
- TRANSPORTATION:** All transportation costs, other than those included in the FOB destination prices, shall be paid by the Buyer. Unloading time will be limited to ONE HOUR. Additional unloading time due to a customer's request to stock or spot products, poor job site conditions, traffic congestion at job site, wait for other crafts or general contractor, etc., will be charged at the rate of \$65.00 Net per hour (or fraction thereof). Materials damaged after delivery will not be backhauled, nor will any credit be issued. Buyer, or Buyer's designated representative, must be available at delivery site to sign Seller's delivery ticket for materials to be unloaded, unless prior written approval for such delivery is given to Industrial Fabrics, Inc. Payment for C.O.D. deliveries must also be provided to Seller's carrier, unless payment has previously been rendered to Seller, before product will be unloaded at delivery site. If a pick-up or delivery of product is performed by Seller, at the request of Buyer, which cannot be performed for any of the reasons outlined in this section, Buyer will be charged by Industrial Fabrics, Inc. standard charges for that delivery. Contact our office for standard delivery charges to your location.
- RETURNS:** All returned products are subject to count and inspection by Industrial Fabrics, Inc., and credit will be issued only for standard stock items that are in resalable condition at the time of return. Items eligible for return credit will be credited at contract unit prices less a 25% restocking charge. Returns will be accepted within ninety (90) days of purchase. If units are returned via Industrial Fabrics, Inc. trucks, additional transportation charges will apply. Contact our office for return transportation rates for your location prior to scheduling return product pickup. NO CREDIT WILL BE ALLOWED ON ANY RETURNED CUSTOM OR SPECIAL ORDER PRODUCTS.
- ESTIMATES:** Industrial Fabrics, Inc. assumes no responsibility for the accuracy of the estimates of Buyer's requirements. The Buyer must supply exact order quantities to Industrial Fabrics, Inc.
- SPECIAL AND CUSTOM ORDERS:** Signed Purchase Orders, indicating exact order quantities, are required for "Special" or "Custom" orders, sizes, fabrication, etc. and once accepted by Industrial Fabrics, Inc. are not cancelable in whole or in part. Quoted prices for Special or Custom items are based on the estimated quantities quoted. Purchase Orders for quantities, in total, less than those quoted are subject to price adjustments. Industrial Fabrics, Inc. does not obligate itself to honor original Purchase Order unit prices on subsequent additions/addendums to Buyer's original Purchase Order. Prices and quotations for "Special" or "Custom" items, given verbally or in writing, are firm for acceptance for only thirty (30) days from date given, unless extended in writing by Industrial Fabrics, Inc. From date of receipt of signed Purchase Orders, quoted

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pricing will be protected for shipment within ninety (90) days. After that period of time, units not shipped are then subject to invoicing and storage charges of 5% of unit price per month. Payment for units so billed will be due and payable as per terms set forth in Article 2 herein; and Industrial Fabrics, Inc. maintains with respect to such payments its rights and remedies, including the right to be reimbursed for attorney's fees and costs as described in Article 2 herein. Failure on the part of the Buyer to order and take delivery of such standard units may result in a price increase for the special units.

9. QUALITY AND CLAIMS:

- A. Industrial Fabrics, Inc.'s products are guaranteed to conform only to such specifications quoted or as Industrial Fabrics, Inc. may publish at the time of shipment.
- B. Seller shall not be responsible for damage of product after delivery. Therefore, it is also Buyer's responsibility to make inspection of products upon delivery. Claims for damaged items, that are visible on the exterior surfaces, must be noted on carrier's Bill of Lading to be considered for credit, and Buyer shall immediately notify Seller so that Seller can inspect such items prior to their removal from the shipment. IF, FOR ANY REASON, THE PURCHASED OR ORDERED MATERIALS ARE OTHERWISE REGARDED AS UNSATISFACTORY, Industrial Fabrics, Inc. MUST BE NOTIFIED BEFORE INSTALLATION IS BEGUN. USE OF PRODUCT BY BUYER SHALL CONSTITUTE ACCEPTANCE. Industrial Fabrics, Inc.'s liability, in respect to claims by any Buyer that material purchased or ordered is defective, shall be limited to accepting the return of that material before installation and then only if Industrial Fabrics, Inc.'s investigation supports the claim. Industrial Fabrics, Inc. will not be liable for and will not recognize any claims made after the start of installation of Industrial Fabrics, Inc.'s products said to be unsatisfactory.
- C. EXCEPT AS EXPRESSLY SET FORTH IN WRITING, Industrial Fabrics, Inc. DISCLAIMS ALL WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE MATERIALS SOLD TO BUYER ARE SOLD AS IS WHERE AS. NOTWITHSTANDING, IF Industrial Fabrics, Inc. FURNISHES TO BUYER ANY WRITTEN LIMITED WARRANTY WITH RESPECT TO MATERIALS, THE LIMITED WRITTEN WARRANTY WILL PREVAIL. Industrial Fabrics, Inc. may provide written certification(s) of compliance with buyers required product specifications on a case-by-case basis, as requested by buyer. Requests for such product certifications must be included, in writing, with buyer's purchase order. Absent receipt of specific written certification requirements with buyer's purchase order, Industrial Fabrics, Inc. will manufacture and/or provide products as described in Item A above. Failure on buyer's part to provide specific written product/certification requirements with buyer's purchase order will not release buyer of its obligations described herein with regard to products manufactured and/or delivered pursuant to buyer's Purchase Order, in as much as such products are in compliance with Item A above.
- D. Industrial Fabrics, Inc. does not obligate itself to furnish signed receipts for material delivered. Signed receipts may be provided to Buyer on an asrequested basis.
- E. Any charges incidental to inspections or tests made by or on behalf of the Buyer, to determine compliance with specifications, shall be paid by the Buyer unless otherwise specifically agreed to in writing by Industrial Fabrics, Inc.

- 10. **FORCE MAJEURE:** Industrial Fabrics, Inc. shall not be liable for any failure or delay of performance due to causes beyond its control, including, but not restricted to acts of God or the public enemy, floods, fires, hostilities, war (declared or undeclared), acts of either general or particular applications of any de jure or de facto government or any of its subdivisions, bureaus or agencies, strikes or other labor troubles whether direct or indirect riots, insurrections, civil commotion, loss or shortage of labor, transportation, raw materials or energy sources or failure of any usual means of supply. Should failure or delay in Industrial Fabrics, Inc.'s performance occur because of any of the foregoing, Industrial Fabrics, Inc. reserves the right as to any materials so affected of either canceling the order therefore or delaying performance for a reasonable period of time, during which period of delay the applicable order shall remain in full force and effect. Industrial Fabrics, Inc. shall notify Buyer as to the reason for its failure or delay in performance, and as to whether it has cancelled the applicable order or delayed performance there under. If performance is delayed, Industrial Fabrics, Inc. shall also notify Buyer as to the period of time during which delay is likely to continue. Industrial Fabrics, Inc. may allocate available material between its own uses and those of its customers in such a manner as Industrial Fabrics, Inc. may consider equitable. Industrial Fabrics, Inc. shall not be liable under any circumstances whatsoever for loss, damage, or expense directly or indirectly arising from use of material, nor shall Industrial Fabrics, Inc. be liable for consequential or any other damages with respect to any order. For any cause whatsoever, whether beyond Industrial Fabrics, Inc.'s control or not, Industrial Fabrics, Inc.'s liability for failure or delay in performance shall not include incidental and consequential damages.
- 11. **INFORMATION NEEDED BY SELLER FOR FILING PRELIMINARY NOTICES:** Buyer agrees and recognizes that it is a material obligation of Buyer, to furnish all information needed by Industrial Fabrics, Inc. to timely file a Preliminary Notice on any construction project for which Industrial Fabrics, Inc. is furnishing labor and/or materials hereunder.

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Initials: _____

INDUSTRIAL FABRICS, INC.
MANDATORY SALES TAX FORM

Firm: _____

Contact: _____

Phone Number: _____ Fax: _____

Type of Business: _____

I certify that:

I am exempt from **SALES TAX** on **ALL** purchases:

☐ Yes ☐ No

If yes: Please provide a **SIGNED** Tax Exempt Certificat for each state in which you are exempt with your credit application

I am exempt from **SALES TAX** on **SOME** purchases:

☐ Yes ☐ No

If yes: A **SIGNED** Tax Exempt Certificat will be required with each order, prior to delivery

I HAVE READ AND UNDERSTAND THAT I WILL NOT BE REFUNDED SALES TAX IF I FAIL TO PROVIDE A CURRENT EXEMPT CERTIFICATE PRIOR TO DELIVERY OF MERCHANDISE.

Print Name: _____ Title: _____

Signature: _____ Date: _____

***** If your form is not filled out COMPLETELY, with proper documentation attached, your application will not be processed. *****