



Credit Application

Company Name:

Date:

Sole Proprietorship

Partnership

Corporation

State / Date of Inc

Other

Description of Business:

Name(s) & Address(s) of Owners:

Officers & Titles

Billing Address:

City:

State:

Zip:

Phone:

Accounts Payable Contact

Phone

Federal ID #

State ID #

Resale #

Dun & Bradstreet #

Purchase Order Required?

YES

NO

Bank Name:

Account #:

Bank Address:

Have any of the Owners or Officers ever filed for Bankruptcy?

YES

NO

Are there any current Liens, Attachments, or Judgments vs. Company? YES

NO

TRADE REFERENCES: (Name those you already have credit established with)

Company:

Phone:

Contact:

Address:

Email:

Fax:

Company:

Phone:

Contact:

Address:

Email:

Fax:

Company:

Phone:

Contact:

Address:

Email:

Fax:

I acknowledge the above statements were made for the sole purpose of having credit extended to me and hereto give authorization for Encore Welding & Industrial Supply, LLC (dba: Encore Gas & Supply) to inquire on my credit. I personally guarantee (WE, if Partnership; CORPORATION, if Corporation) A) to pay Encore Gas & Supply the outstanding balance for each invoice on or before 30 days past the invoice date and B) to pay any and all attorney's fees and collection costs if suit is instituted.

Owner / Officer / Guarantor Signature: _____

Name:

Title:

Date:



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Terms Agreement

The undersigned ("Purchaser") agrees that all purchases made by Purchaser from Encore Welding & Industrial Supply, LLC (dba: Encore Gas & Supply) or any of its subsidiaries and affiliated entities ("Seller") are subject to the following terms and conditions:

1. All amounts due for goods and services purchased from Seller are payable at the Seller's distribution facility from which the goods and services are delivered. Purchaser acknowledges that such amounts are not payable in installments, but are payable in full as stated herein.
2. All amounts due Seller are payable in accordance with the payment terms granted by Seller's credit department from which the goods and services are delivered.
3. Purchaser shall pay Seller a service charge in an amount equal to the greater of \$50.00 or 3 times the original amount of the check balance for all checks returned by the Purchaser's bank; provided however, that such service charge shall not be due and payable in the event such payment would result in the violation of the usury laws of the applicable jurisdiction.
4. In the event the account is turned over to an attorney or other agency for collection, or suit is brought on same, or the same is collected through any judicial proceeding whatsoever, Purchaser shall pay all reasonable attorneys' fees and court costs incurred by Seller.
5. Purchaser shall notify Seller by certified mail of any change of ownership of Purchaser. Purchaser warrants to Seller that all financial information furnished for the purpose of obtaining credit is true, correct, and complete in all material, respects, and Purchaser authorizes Seller to investigate all references furnished pertaining to the credit and financial responsibility of Purchaser.
6. Purchaser agrees that Seller may obtain financial reports from any lending institution and/or credit reporting bureaus at any time.
7. This guaranty shall continue in force and effect until such time as the undersigned gives written notice of revocation by registered mail. Such notice of revocation shall be ineffective as to any existing indebtedness or as any transaction or commitment previously undertaken by you in reliance upon such guaranty.

"PURCHASER"

x
(Type or Print Name of Purchaser)

Date

Seller Representative

By:
Printed Name:
Title:
Social Security No.:

Individual Personal Guaranty

I, _____, for and in consideration of your extending credit at my request to _____ (the "Company"), personally guarantee prompt payment of any obligation of the Company to Encore Welding & Industrial Supply, LLC (dba: Encore Gas & Supply) and each of its subsidiaries and affiliated entities ("Seller"), whether now existing or hereinafter incurred, and I further agree to bind myself to pay on demand any sum which is due by the Company to Seller whenever the Company fails to pay same. It is understood that this guaranty shall be an absolute, continuing, and irrevocable guaranty for such indebtedness of the Company.

I expressly waive presentment, demand, protest, notice of protest, dishonor, diligence, notice of default or nonpayment, notice of acceptance of this guaranty, notice of the extending of any guaranteed indebtedness already or hereafter contracted for by the Company, notice of any modification or renewal of any credit agreement evidencing the indebtedness hereby guaranteed, and/or notice of any renewal or extension of such indebtedness. I expressly consent to any modification or renewal of any credit agreement evidencing the indebtedness hereby guaranteed and to all renewals or extensions of such indebtedness. I further waive any right to require Seller to proceed against, or make any effort at collection of the guaranteed indebtedness from the Company or any other party liable for such indebtedness.

If the guaranteed indebtedness is not paid by me when due, and this guaranty is placed in the hands of an attorney for collection, or suit is brought hereon, or it is enforced through any judicial proceeding whatsoever, I shall pay all reasonable attorneys' fees and court costs incurred by Seller.

In the event more than one party executes this Guaranty as a guarantor, then each guarantor agrees to be jointly and severally liable for the guaranteed indebtedness, and in all instances herein, the singular shall be construed to include the plural.

x
guarantor
Address:

Date: SSN:

Witness

Date: x
guarantor

Address:

Date: SSN: