



**NEW ACCOUNT AND CREDIT APPLICATION**

**CREDIT APPLICATION MUST BE COMPLETE  
FOR CREDIT TO BE CONSIDERED**

Date \_\_\_\_\_

Company Name \_\_\_\_\_

Mailing Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_ A/P Phone \_\_\_\_\_ A/P Fax \_\_\_\_\_

Email \_\_\_\_\_ A/P Email \_\_\_\_\_ Account type requested: (CIA) Credit \_\_\_\_\_

Date business started \_\_\_\_\_ Proprietorship \_\_\_\_\_ Partnership \_\_\_\_\_ Corporation \_\_\_\_\_ LLC \_\_\_\_\_

Date of Incorporation \_\_\_\_\_ State \_\_\_\_\_ Annual sales \$ \_\_\_\_\_ Purchase orders required? \_\_\_\_\_

Most recent Financial Statements attached? Yes No If no, reason \_\_\_\_\_

Tax exemption certificate attached? Yes No If no, reason \_\_\_\_\_  
(A State Exemption or Resale Certificate must be attached if Tax Exempt)

How did you hear about Soltex? \_\_\_\_\_

**List Names and Titles of all Owners, Officers, and Partners**

Name _____	Title _____	Name _____	Title _____
Name _____	Title _____	Name _____	Title _____
Name _____	Title _____	Name _____	Title _____

**Supplier or Trade References (Please include complete address, phone, and fax number)**

1) Trade Reference Name \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_

2) Trade Reference Name \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_

3) Trade Reference Name \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_

**Bank Information**

Bank Name \_\_\_\_\_ Contact \_\_\_\_\_ Account Number \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_

Attach a signed copy of your latest financial statement to this application and return to:

**Soltex, Inc. - Attention Credit Department**  
**4 Waterway Square Place, Suite 275**  
**The Woodlands, TX 77380**

Or fax to: **(281) 895-0184**

**Terms and Conditions and Continuing Guaranty**

The applicant for credit (hereafter "Undersigned") warrants and represents that the statements contained in this Credit Application are true and correct; and, that the person executing the Credit Application has express authority. The terms of sale are net 30 days unless otherwise specified in writing. All sales are subject to the terms and conditions on all invoices which terms and conditions are incorporated by reference. All delinquent accounts shall bear interest at the maximum rate allowed by law. In no event will Undersigned be charged or required to pay a service charge, interest or any other charge, which by law may be considered interest, greater than the maximum rate permitted by law. Any request for return of merchandise shall be at the sole discretion of Soltex, Inc. subject to its approval and subject to inspection. All returned merchandise approved by Soltex, Inc. for return will be subject to a twenty (20%) percent restocking fee.

THIS AGREEMENT IS EXECUTED AND IS TO BE PERFORMED IN THE WOODLANDS, MONTGOMERY COUNTY, TEXAS. ALL PAYMENTS ARE TO BE MADE IN THE WOODLANDS, MONTGOMERY COUNTY, TEXAS. ALL LITIGATION INVOLVING THIS AGREEMENT OR THE ACCOUNT, DIRECT OR INDIRECT, MUST BE FILED IN THE WOODLANDS, TEXAS. THE LAWS OF THE STATE OF TEXAS SHALL CONTROL THE CONSTRUCTION AND ENFORCEMENT OF THIS AGREEMENT. THE UNDERSIGNED WAIVES ANY OBJECTION TO VENUE OR JURISDICTION.

To secure payment of the Undersigned's account, Undersigned grants a security interest to Soltex, Inc. in and to all of Undersigned's inventory and equipment including the merchandise acquired by Undersigned from Soltex, Inc. Undersigned authorizes Soltex, Inc. to execute and file on behalf of Undersigned, UCC financing statements or other instruments necessary to evidence or perfect the security interest.

SOLTEX, INC. SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES. THE MAXIMUM LIABILITY AND DAMAGES RECOVERABLE AGAINST SOLTEX SOLVENTS, LTD. SHALL NOT EXCEED THE AMOUNT ACTUALLY RECEIVED BY SOLTEX, INC. FOR THE SPECIFIC TRANSACTION THAT FORMS THE BASIS OF THE COMPLAINT.

Undersigned waives all notices required by law, unless otherwise prohibited, including notices of demand, presentment, protest, dishonor, intent to accelerate, and acceleration.

In consideration for sales by Soltex, Inc. and/or the extension of credit, the person executing this Application does individually and personally guaranty payment to Soltex, Inc. of all sums due and owing by Undersigned to Soltex, Inc. now existing or hereafter incurred in the future including interest and attorney fees. The liability of any Undersigned shall not be impaired, reduced, or affected by taking of any other security or guaranty for the indebtedness or by release, surrender, subordination or loss of any such other security or guaranty, or by Soltex, Inc.'s failure, refusal or neglect to collect the indebtedness from Undersigned or to enforce or preserve any other security or guaranty therefore, or by the release of any other Undersigned from liability hereon, or by any other Undersigned's revocation hereof, or by the death, insolvency, bankruptcy or disability (such as infancy, insanity, or lack of corporate power) of Undersigned or of any other Undersigned, whether now or existing or hereafter occurring. This is a continuing guaranty and shall remain in force until the Credit Department of Soltex, Inc. has granted, by written notice of, termination of this guaranty.

Undersigned grants Soltex Inc., the right and authority to make credit inquiries regarding Undersigned and to obtain financial statements, credit reports, or other credit information about Undersigned. Undersigned does hereby release all claims in favor of Undersigned against Soltex, Inc. and third parties related to the request and/or providing of credit information and instruments.

SOLTEX, INC. DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT WITHOUT LIMITING THE WARRANTY OF MERCHANTABILITY AND FITNESS FOR PURPOSE.

If one or more provisions of, the agreement, are voided by a court, the other provisions of this agreement shall remain in effect. NSF charges and service fees shall be paid for by the Undersigned for returned checks. We are authorized to present checks to Undersigned's bank more than once.

**Each partner, officer, or major stockholder must complete this section.** Date: \_\_\_\_\_

Undersigned \_\_\_\_\_  
Owner, Partner, or Officer  
  
\_\_\_\_\_  
Print Name  
  
\_\_\_\_\_  
Social Security Number

Undersigned \_\_\_\_\_  
Owner, Partner, or Officer  
  
\_\_\_\_\_  
Print Name  
  
\_\_\_\_\_  
Social Security Number

Undersigned \_\_\_\_\_  
Owner, Partner, or Officer  
  
\_\_\_\_\_  
Print Name  
  
\_\_\_\_\_  
Social Security Number

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Owner, Partner, or Officer  
  
\_\_\_\_\_  
Print Name  
  
\_\_\_\_\_  
Social Security Number