



# CREDIT APPLICATION AND AGREEMENT



6950 W Sam Houston Pkwy N  
Houston, TX 77041  
Ph: 713-937-0600 Fax: 713-937-0696  
Email: [creditapp@actpipe.com](mailto:creditapp@actpipe.com)

Branch: \_\_\_\_\_  
Sales Person: \_\_\_\_\_

DATE: \_\_\_\_\_

LEGAL NAME (THE "PURCHASER"): \_\_\_\_\_

DOING BUSINESS AS: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_  
STREET OR P.O. BOX NO. CITY STATE ZIP COUNTY

STREET (IF DIFFERENT FROM MAILING ADDRESS): \_\_\_\_\_  
STREET CITY STATE ZIP COUNTY

TELEPHONE NO: \_\_\_\_\_ E-MAIL ADDRESS: \_\_\_\_\_ FAX NO: \_\_\_\_\_

SEND INVOICES BY EMAIL TO: \_\_\_\_\_  MAIL PAPER COPY ONLY  
EMAIL ADDRESS TO RECEIVE INVOICES. YOU MAY INCLUDE AS MANY EMAIL ADDRESSES AS NEEDED.

TYPE OF BUSINESS  PROPRIETORSHIP  PARTNERSHIP  CORPORATION  NON PROFIT YEAR BUSINESS STARTED: \_\_\_\_\_ NO OF EMPLOYEES: \_\_\_\_\_

PRINCIPAL OWNER(S) OR OFFICER(S) ARE:

NAME	TITLE	RESIDENT ADDRESS	RESIDENT PHONE	SOC. SEC #
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

WERE ANY OF THE PRINCIPALS IN BUSINESS PREVIOUSLY? IF SO, GIVE BUSINESS NAME AND REASON FOR DISCONTINUING: \_\_\_\_\_

HAVE ANY OF THE PRINCIPALS FILED FOR BANKRUPTCY PERSONALLY OR CORPORATELY? IF SO, GIVE DETAILS: \_\_\_\_\_

BANK REFERENCE:	NAME OF BANK	ADDRESS	ACCOUNT NUMBER
_____	_____	_____	_____

BANK OFFICER: \_\_\_\_\_ PHONE NO. \_\_\_\_\_ FAX NO. \_\_\_\_\_

BUSINESS OR TRADE REFERENCES (IN RELATED FIELD, IF POSSIBLE):

	COMPANY NAME	EMAIL OR FAX NUMBER	TELEPHONE NUMBER
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____

PLEASE ATTACH A COPY OF YOUR MOST RECENT FINANCIAL STATEMENT. PAYMENT TERMS ARE NET 30 FROM THE DATE OF ANY INVOICE, PAYMENT IN FULL WITHOUT RETAINER. IF, IN ACT PIPE & SUPPLY, INC. OR ACT FABRICATION, INC.'S (COLLECTIVELY "ACT") SOLE DISCRETION EXERCISED AT ANY TIME AND FROM TIME TO TIME, THE FINANCIAL CONDITION OF THE PURCHASER DOES NOT JUSTIFY THE SPECIFIED TERMS OF PAYMENT, PARTIAL OR FULL PAYMENT MAY BE REQUIRED AS A CONDITION TO COMMENCEMENT OR CONTINUATION OF FABRICATION OR SHIPMENT. A FINANCE CHARGE EQUAL TO THE MAXIMUM INTEREST RATE PERMITTED BY APPLICABLE LAW SHALL ACCRUE AND BE DUE AND PAYABLE WITH RESPECT TO BALANCES UNPAID FOR MORE THAN 30 DAYS. IN CONSIDERATION OF OPENING THIS ACCOUNT, AND OTHER VALUABLE CONSIDERATION, THE ADEQUACY AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, IT IS AGREED THAT THE UNDERSIGNED(S) PERSONALLY GUARANTEES PAYMENT OF THIS ACCOUNT AND THE PERFORMANCE OF PURCHASER'S OBLIGATIONS UNDER THIS AGREEMENT, AND FURTHER AGREES TO PAY ALL COSTS OF COLLECTION INCLUDING ATTORNEY FEES AND COURT COSTS. IT IS UNDERSTOOD THAT THIS GUARANTEE SHALL BE CONTINUING AND IRREVOCABLE. ALL BILLS ARE DUE AND PAYABLE IN HARRIS COUNTY, TEXAS. FURTHER, THESE TERMS AND CONDITIONS SUPERSEDE ANY AND ALL TERMS OR CONDITIONS APPEARING ON ANY OTHER DOCUMENTS, PURCHASE ORDERS RELATED TO BUSINESS ACTIVITIES BETWEEN PURCHASER AND ACT, EXCEPT IF THE UNDERSIGNED EXECUTES A SEPARATE CONTINUING GUARANTY, IN SUCH CASE THESE TWO AGREEMENTS SHALL BE READ TOGETHER TO PROVIDE THE MAXIMUM PROTECTION TO ACT. I/WE UNDERSTAND, FOR THE PURPOSE OF INVESTIGATING CREDIT HISTORY, A PERSONAL RETAIL AND/OR COMMERCIAL CREDIT REPORT MAY BE OBTAINED THROUGH THE APPROPRIATE CREDIT REPORTING AGENCIES. ACT CLAIMS AND PURCHASER HEREBY GRANTS AN EXPRESS RIGHT TO APPLY ALL PAYMENTS RECEIVED ON ACCOUNT AS THEY DEEM APPROPRIATE. PURCHASER AGREES THAT ANY CONTROVERSY BETWEEN PURCHASER AND ACT ARISING OUT OF, RELATING TO OR TOUCHING UPON THIS CREDIT APPLICATION OR ANY MATERIALS SOLD TO PURCHASER BY ACT SHALL, AT THE SOLE OPTION OF ACT, BE SUBMITTED TO ARBITRATION, AND SUCH ARBITRATION SHALL COMPLY WITH AND BE GOVERNED BY THE PROVISIONS OF THE AMERICAN ARBITRATION ASSOCIATION'S COMMERCIAL ARBITRATION RULES. VENUE OR HEARING LOCALE FOR ANY LITIGATION OR ARBITRATION (IF SO ELECTED BY ACT) SHALL BE IN HARRIS COUNTY, TEXAS. IF ACT ELECTS NOT TO ARBITRATE, I/WE WAIVE OUR RIGHT TO A TRIAL BY JURY.

**NOTICE:** THE FEDERAL EQUAL CREDIT OPPORTUNITY ACT PROHIBITS CREDITORS FROM DISCRIMINATING AGAINST CREDIT APPLICANTS ON THE BASIS OF RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, MARITAL STATUS, AGE (PROVIDED THE APPLICANT HAS THE CAPACITY TO ENTER INTO A BINDING CONTRACT); BECAUSE ALL OR PART OF THE APPLICANT'S INCOME DERIVES FROM ANY PUBLIC ASSISTANCE PROGRAM, OR BECAUSE THE APPLICANT HAS, IN GOOD FAITH, EXERCISED ANY RIGHT UNDER THE CONSUMER CREDIT PROTECTION ACT. THE FEDERAL AGENCY THAT ADMINISTERS COMPLIANCE WITH THE LAW CONCERNING THIS CREDIT IS THE FEDERAL TRADE COMMISSION, DIVISION OF CREDIT PRACTICES, 6TH AND PENNSYLVANIA AVE, NW, WASHINGTON, DC 20580

PURCHASER, BY SIGNING THIS CREDIT APPLICATION AND AGREEMENT, AGREES TO THE FOREGOING TERMS AND WARRANTS AND REPRESENTS THAT ALL OF THE INFORMATION FURNISHED HEREON IS TRUE, COMPLETE AND CORRECT.

ATTN: BANK OFFICER I HEREBY AUTHORIZE YOU, AS MY BANK OF RECORD, TO RELEASE INFORMATION REGARDING MY ACCOUNT(S) TO ACT.

\_\_\_\_\_  
\* SIGNED INDIVIDUALLY BY COMPANY  
\_\_\_\_\_  
\* SIGNED INDIVIDUALLY BY BY  
\_\_\_\_\_  
TITLE

\* IF A CORPORATION, THIS APPLICATION MUST BE SIGNED BY A CORPORATE OFFICER

## CONTINUING GUARANTY

FOR VALUABLE CONSIDERATION TO THE UNDERSIGNED (HEREIN CALLED "Guarantors", whether one or more), the recipient and sufficiency of which considerations are hereby acknowledged, and for the purpose of enabling

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(Hereinafter called "Debtor", whether one or more) to obtain credit or other financial accommodations from ACT PIPE & SUPPLY, INC. or ACT FABRICATION, INC. (hereinafter, whether severally or collectively, called "ACT"), and to induce and provide further consideration for ACT's extension of credit or other financial accommodations to Debtor, Guarantors hereby, jointly and severally, unconditionally guarantee to ACT the prompt payment when due of any and all indebtedness and liabilities that are now, or at any time or times hereafter may be or become, owing to ACT from Debtor, howsoever created or arising and howsoever evidenced, whether joint or several, whether absolute or contingent, and whether due or to become due, or to become due, and all renewals, extensions and rearrangements of such items of indebtedness or liabilities, and any of same (all hereinafter called the "Obligations") together with and plus any and all interest and costs of collection owing and which may become owing thereon or in connection therewith.

Guarantors further, jointly and severally, agree to pay to ACT, or its successors or assigns, all internal and external collection costs, court costs, interest and attorneys' fees that ACT may incur in attempting to collect any Obligations or in any way in the enforcement of this Continuing Guaranty. At the sole option of ACT, any and all claims or controversies between ACT and Guarantors and/or ACT, Guarantors and Debtor arising from or out of the Obligations or this Continuing Guaranty shall be decided by arbitration to be governed by the American Arbitration Association's Commercial Arbitration Rules. Venue or hearing locale for any litigation or arbitration (if so elected by ACT) shall be in Harris County, Texas. If ACT elects not to arbitrate, Guarantors waive its/their right to a trial by jury.

Guarantors, jointly and severally, hereby expressly waive notice of ACT's acceptance of this Continuing Guaranty, of all grace, presentment, notice of intention to accelerate, notice of acceleration, all demand, protest, and notice of protest and dishonor, notice of default or of the granting of any extension, renewal or indulgence to Debtor, any notice of Guarantors' liability hereunder, or any other notices.

This is a continuing guaranty, and shall continue despite any statute of limitations, in any jurisdiction. All sums due, or to become due hereunder, are solely payable to ACT's offices in Houston, Harris County, Texas, and Guarantors agree and consent, jointly and severally, to the jurisdiction and venue of any court of competent jurisdiction in Houston, Harris County, in connection with ACT's enforcement of the Guarantor's obligations hereunder. This continuing guaranty shall not be wholly or partially satisfied by Guarantor's payment of any amount hereunder, but it shall continue in full force and effect against each Guarantor for all sums due, or to become due hereunder, until released, in writing, by ACT and delivered to and accepted by Guarantor, or, if deceased, to his personal representatives. This continuing guaranty shall become effective on the date of Guarantors' execution hereof. Guarantors' liability may be terminated by Guarantors' transmittal and ACT's written acceptance, of Guarantors' revocation, and such revocation, on ACT's written acceptance, shall only apply, release, or affect indebtedness incurred hereunder or by Debtor subsequent to the date of ACT's written acceptance of the revocation request. Guarantors jointly and severally, specifically agree to and shall remain liable to the full extent of the indebtedness hereunder then due and with respect to all other indebtedness theretofore incurred by Guarantor or Debtor to ACT, prior to and through the date of ACT's written acceptance of the revocation.

The bankruptcy or insolvency of any Guarantor or ACT's written acceptance of a revocation by any Guarantor, shall not affect the obligation of other Guarantors, but such other Guarantors shall continue to be unconditionally liable for existing and for future indebtedness and for extensions and renewals thereof, as if such bankrupt or insolvent or revoking Guarantors had not been a party hereto. This obligation shall survive the death of any Guarantor and shall be binding upon the estate of any such deceased party and upon any surviving party for all said indebtedness of the debtor thereafter incurred or accruing to ACT, the same as if such death had not occurred. This guaranty shall bind Guarantors, their heirs, successors, executors, and administrators to their indebtedness covered hereby, and shall insure to the benefit of ACT, its successors and assigns.

The liability of Guarantors under this guaranty is primary, direct and unconditional, and may be enforced without first requiring ACT to resort to any other right, remedy or security. No delay or failure on the part ACT in exercising any right hereunder, or in taking any action to collect or enforce payment of any obligation hereby guaranteed shall operate as a waiver of any such right or in any manner prejudice ACT's rights against the undersigned.

It is agreed that suit may be brought against Guarantors, jointly and severally, or against any one or more of them, less than all, without impairing or releasing the rights of ACT against the others of Guarantors, and either with or without making Debtor a party to such suit (as ACT may elect), and that ACT may compound or compromise or settle with

Debtor, or any one or more of Guarantors for such sums, if any, as it may see fit and ACT may, at its discretion, release Debtor or any one or more of Guarantors from any or all further liability to ACT for the Obligations (with or without receiving payment of any part of said Obligations or other consideration incident to such release) without impairing, affecting or releasing the right of ACT to demand and collect the entire unpaid balance of the Obligations, up to the full amount thereof, from any one or more of Guarantors not so released.

This agreement may be executed in multiple counterparts, and each counterpart hereof executed by any part shall be deemed an original and shall as to such party constitute one and the same instrument with all other counterparts hereof executed by such party, regardless of whether the same or any other counterpart hereof is executed by any other Guarantor or person intended to be or become a "Guarantor" hereunder.

As used herein and when required by the context, each number (singular and plural) shall including all numbers, and each gender shall include all genders; and unless the context otherwise requires the word "person" or "party" shall include "person, corporation, firm, partnership or association".

If this Guaranty Agreement is given by a corporation, the Undersigned guaranteeing corporation does hereby acknowledge that it has investigated fully the benefits and advantages which will be derived by the Undersigned from execution of this Agreement, and the Board of Directors of the Undersigned corporation has decided that, and the Undersigned corporation does hereby acknowledge, warrant and represent that, a direct or an indirect benefit will accrue to the Undersigned by reason of execution of this Guaranty Agreement and that the person executing this agreement on behalf of such undersigned corporation has all requisite right, duty, power, and authority to bind such undersigned corporation to the terms of this Agreement.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**INDIVIDUAL GUARANTOR(S):**

INDIVIDUAL GUARANTOR:

\_\_\_\_\_  
Signature

Typed Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
SS#: \_\_\_\_\_

INDIVIDUAL GUARANTOR:

\_\_\_\_\_  
Signature

Typed Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
SS#: \_\_\_\_\_



**PERSONAL CREDIT AUTHORIZATION FORM**

The undersigned consents to ACT Pipe & Supply, Inc. and/or ACT Fabrication, Inc. obtaining a consumer credit report on me for the purpose of evaluating credit worthiness in connection with the application for business credit.

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

Individual Name \_\_\_\_\_

Home Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Social Security \_\_\_\_\_

Drivers License \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

# Request For Bank Credit Information

Inquirer to complete this section.

Date: _____  To: _____ _____ _____	Re: _____ Company _____  Street Address _____  City/State/Zip _____  Bank Account Number _____
<input type="checkbox"/> The above referenced account has applied to us for business credit in the amount of \$_____ and has given your bank as a reference. This is a new account for us with no prior credit experience. We would appreciate it if you would supply the information requested below.	
<input type="checkbox"/> We are in the process of updating our credit files on this customer. Your bank was given as a reference. A summary of our experience includes: Opened: _____ High Credit: _____ Terms: _____ Balance Owing: _____ Payment Experience: _____	
Sincerely,  _____ Signature	<b>→ Please return a copy of this completed form to:</b>  Name _____ Title _____ ACT Pipe & Supply, Inc Company _____ 6950 W Sam Houston Pkwy N Street Address _____ Houston, TX 77041 City/State/Zip _____ 713-937-0600                      713-937-0696 Phone Number                      Fax Number

Bank to complete this section.

<b>CHECKING ACCOUNT:</b>	Opened: _____	Average Balance: _____
	Returned Items: <input type="checkbox"/> Yes <input type="checkbox"/> No	Satisfactory: <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>LOANS:</b>	Opened: _____ High Credit: _____	Balance: _____
	Secured By: _____	Unsecured: _____
	Payment History: _____	
	Opened: _____ High Credit: _____	Balance: _____
	Secured By: _____	Unsecured: _____
	Payment History: _____	
<b>Comments:</b>	_____	
	_____	
Date: _____	_____	_____
	Bank Signature	Title

This form has been approved by the Risk Management Association and the National Association of Credit Management.



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