

CITY PIPE & SUPPLY CORP.
P.O. Box 2112
Odessa, Texas 79760
Phone: (432) 332-1541
Fax: (432) 332-6243
Email: credit@citypipe.com



CREDIT APPLICATION
AND AGREEMENT

Name of Applicant: _____
Full name of individual, firm name or corporation name

Address: _____
Number and Street City State Zip Code

Mailing Address (if different than above): _____

Telephone Number: _____ Fax Number: _____

Type of Business: _____ E-mail Address: _____

Individually Owned: _____ Partnership: _____ Limited Liability Company: _____ Corporation: _____ Fed ID# _____

List Name(s) of Owner(s) or Corporate Officers with Title:

Social Security #: _____

Social Security #: _____

Years in Business: _____ Previous Business or Name: _____

Names and Addresses of Credit References (whom you do business with and bank credit):

1. _____ Telephone: _____
Name Address City State Zip Fax: _____
Email: _____
2. _____ Telephone: _____
Name Address City State Zip Fax: _____
Email: _____
3. _____ Telephone: _____
Name Address City State Zip Fax: _____
Email: _____
4. _____ Telephone: _____
Name Address City State Zip Fax: _____
Email: _____

Special Billing Instructions (if any): _____

Is Purchase Order Required? _____ Statement Required? _____ MTRs Required? _____

Are you tax exempt? _____ If so, fill out the attached certificates

If checks are issued under another name, please list: _____

Are all personnel authorized to make purchases? _____ If there is a restriction, please list those authorized:

Person to contact regarding the account: _____ Phone Number: _____

**CITY PIPE & SUPPLY CORP.
CREDIT AGREEMENT**

In the event the foregoing applicant for credit is accepted and approved, the applicant (hereinafter called "customer") agrees to the following terms and conditions:

- A. The cash sales price for all materials and services purchased by customer is due within thirty (30) days after the date of the invoice for that merchandise. Payments should be mailed to City Pipe & Supply Corp., P.O. Box 946, Odessa, TX 79760.
- B. If payment by check is received by City Pipe & Supply Corp. within ten (10) days after the date of the invoice, the customer is entitled to a 1% discount. Due to the cost of processing, credit card payments are not entitled to a cash discount.
- C. Interest shall be paid by the customer on all past due invoices at the annual rate of 18% per annum. No interest, but that amount allowed by law will be charged on balances which are outstanding as of the date of the execution of this Agreement, but any payments made will be applied first to reduce principal balances outstanding as of the date of the execution of this Agreement. Further, the interest rate will be subject to revision by written notice from City Pipe & Supply Corp. to the customer as required by law.
- D. Customer agrees to pay reasonable attorney's fees, all costs of court, and any other expenses incurred by City Pipe & Supply Corp. in the collection of any invoice amount.
- E. City Pipe & Supply Corp. hereby retains a security interest in all materials and services purchased by customer under this agreement to secure payment of the same, and all delivery tickets and invoices pertaining to sales by City Pipe & Supply Corp. to customer are incorporated herein by reference. In case of non-payment by customer for an invoice or invoices, City Pipe & Supply Corp. shall have the right to re-possess and sell items purchased under this agreement in accordance with the applicable provisions of the Texas Business Commerce Code.
- F. All payments agreed to under this agreement shall be paid to City Pipe & Supply Corp. at its offices located in Odessa, Ector County, Texas.

The foregoing application for credit and credit agreement has been completed for the purpose of securing credit from City Pipe & Supply Corp., and the undersigned hereby acknowledges the truthfulness and accuracy of the information herein provided. Further, the undersigned has read the foregoing application for credit and credit agreement, and agrees that the applicant named herein is hereby bound by its terms and conditions, and hereby states that he has authority to bind the applicant to this agreement, and asserts that in the event the financial condition of customer becomes substantially impaired, the undersigned will so notify City Pipe & Supply Corp.

In submitting this application for credit, you have authorized City Pipe & Supply Corp. to contact trade and bank references, as well as other business credit reporting agencies, as deemed necessary in evaluating your credit worthiness.

DATE: _____ Name of Applicant _____

By: _____

Title: _____

INDIVIDUAL GUARANTY

To induce the extension of credit to the applicant above named, or to delay action on an existing line of credit, the undersigned hereby guarantees full payment of principal and interest for the services and merchandise purchased from the City Pipe & Supply Corp. by the applicant named above at the offices of City Pipe & Supply Corp., in Odessa, Ector County, Texas by affixing his signature hereto, the guarantor below named agrees to the payment of interest at the rates set out above.

Date: _____ By: _____

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 this law concerning this creditor is the Federal Trade Commission.



& SUPPLY CORP. SINCE 1942

100% Employee Owned

Telephone 432.332.1541

FAX 432.332.6243

www.citypipe.com

Please sign the following Authorization Agreement so your Credit References will release the Information we need to complete your Credit Application.

AUTHORIZATION AGREEMENT

I authorize the release of credit information related to my account.

COMPANY NAME

SIGNATURE/TITLE

DATE

NAME OF BANK

ACCOUNT NUMBER

2108 W. 2nd
Odessa, TX 79763
432-332-1541

915 E. I-20
Big Spring, TX 79720
432-517-4496

1018 W. Marland
Hobbs, NM 88240
575-397-7723

3055 Quanah Hill Rd
Weatherford, TX 76087
817-599-3889

5102 Estes Parkway
Longview, TX 75603
903-643-0900

Terms and Conditions of Sale

- 1. Contract Acceptance.** Any written or oral purchase order received from Buyer by City Pipe & Supply Corp. ("Seller") shall be construed as a written acceptance of Seller's offer to sell and shall be filled in accordance with the terms and conditions of sale set forth herein. SELLER'S ACCEPTANCE OF THIS ORDER IS EXPRESSLY CONDITIONED ON BUYER'S ASSENT TO THE TERMS CONTAINED HEREIN. The terms and conditions of Seller's proposal (if any) and acknowledgement shall prevail over any conflicting or different terms in Buyer's order unless Buyer notifies Seller in writing of its objections thereto within fifteen (15) Days from receipt of Seller's acknowledgement. Buyer's standard terms of purchase will not be considered a counteroffer to Seller's terms and conditions of sale. The failure of Seller to object to any provision in conflict herewith whether contained on Buyer's purchase order or otherwise shall not be construed as a waiver of the provisions hereof nor as an acceptance thereof.
- 2. Quotations and Prices.** Any product or service which may be available at the time a quotation is made is subject to prior sale. Prices quoted are subject to change without notice. The price in effect at the time of shipment including any escalation formula will apply, unless a valid quotation or written agreement to the contrary exists between Buyer and Seller. All prices shown are in U.S. dollars and are F.O.B. Seller's shipping point. Seller reserves the right to place a service charge on past due accounts at the highest rate permitted by law. Any documentation pertaining to traceability requirements for products or documentation required for any routine or special processes must be identified by the Buyer at the time of quotation (if any) or at the time of order placement.
- 3. Taxes.** Any tax or other charge imposed by law on the sale of goods or the performance of services shall be paid by the Buyer, unless the law specifically provides that such payment must be made by Seller, in which case Buyer shall reimburse Seller for such payment as part of the purchase price. Custom duties, consular fees, insurance charges and other comparable charges will be borne by Buyer.
- 4. Shipping Schedule and Delivery.** Shipment schedules are given as accurately as conditions permit and every effort will be made to make shipments as scheduled. Seller will not be responsible for deviations in meeting shipping schedules nor for any losses or damages to Buyer (or any third party) occasioned by deviations in the shipping schedule, whether due to Acts of God, orders bearing priority ratings established pursuant to law, differences with workmen, local labor shortages, fire, flood, shortages or failure of raw materials, supplies, fuel, power or transportation, breakdown of equipment or any other causes beyond Seller's reasonable control, whether of similar or dissimilar nature than those enumerated. Seller shall have additional time within which to perform as may be reasonably necessary under the circumstances and shall have the right to apportion its supplies among its customers in such a manner as it may consider to be equitable. Seller reserves the right to furnish commercially equivalent or better substitutes for materials or to subcontract the Buyer's order or portions thereof as Seller deems necessary. In no event shall Seller be liable for any consequential damages resulting from failure or delay in shipment. If Buyer requires drawings, procedures, standards or similar material for approval, shipping schedules will be calculated from the time such approvals are received by Seller, since shipping schedules are based on Seller having all required information and a firm order from Buyer which is enterable into production. Any hold points, witness points or the need for inspection by Buyer's representatives must be identified by Buyer at the time of quotation (if any) and/or order placement in order that the effect on the prices or shipping schedules (if any) can be taken into account. Additional inspection or testing required by Buyer which affects Seller's normal delivery sequence will be considered as extending the shipping dates accordingly.
- 5. Terms of Payment.** Terms of payment are 30 days from date at invoice unless otherwise stated in the quotation or Seller's order acknowledgment.
- 6. Cancellations and Returns.** Purchase orders once placed by Buyer and accepted by Seller can be canceled only with Seller's written consent and upon terms which will save Seller from loss. No products may be returned for credit or adjustment without written permission from Seller's office authorized to issue such permission.
- 7. Warranties.** THERE ARE NO WARRANTIES EXPRESS OR IMPLIED. THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS. BUYER ACKNOWLEDGES AND AGREES THAT THERE IS NO WARRANTY THAT THE GOODS OR SERVICES ARE SUITED FOR BUYER'S INTENDED USE OR THAT THE GOODS OR SERVICES ARE FREE FROM DEFECTS.
- 8. Technical Information.** Upon request, Seller will provide technical information regarding to products and their uses. Any information so provided, whether with or without charge, shall be advisory only.
- 9. Inspection.** Unless otherwise agreed in writing, final inspection and acceptance of products must be made at Seller's yard or other shipping or receiving point designated by Seller and shall be conclusive except as regards latent defects. Buyer's representatives may inspect at the Seller's yard or shipping point during working hours prior to shipment in such manner as will not interfere with operations.
- 10. Delivery and Acceptance.** Delivery shall be in accordance with the requirements in the Purchase Contract, provided, in the event Buyer is unable to accept delivery upon procurement of the Goods in accordance with such requirements, Buyer agrees that (i) title and risk of ownership shall pass to Buyer on date of Seller's invoice, and (ii) Buyer will make payments within thirty days after date of each invoice. Seller shall retain custodial risk of loss until delivery is made in accordance with such requirements. All orders must be accepted by an authorized employee of Seller.
- 11. Export Compliance.** The Buyer shall provide the Seller with relevant end-use, end-user and country of end-use information with respect to the goods or services to be supplied hereunder (collectively, "Items"). Based on and in reliance on such information, the Seller will supply such Items in compliance with applicable trade and customs laws including that of the United States of America. The Seller cautions and the Buyer acknowledges that any change in end-use, end-user or country of end-use (including a shipment between countries other than the U.S.) may be restricted or prohibited by applicable trade and customs law, whether it be of the U.S. or other country. The Parties shall comply with all trade and customs laws (including U.S. Export Controls) except for any such laws which conflict with or are otherwise penalized under the laws of the U.S., which in the event of such conflict, Seller shall notify Buyer. The Buyer agrees in particular that it shall not use and shall not permit any third party to use such items in connection with the design, production, use, or storage of chemical, biological or nuclear weapons or missiles of any kind.
- 12. Transportation Charges, Allowances, Claims.** All prices are F.O.B. Seller's yard or other designated shipping point. No freight is allowed unless stated in Seller's quotation (if any) or in a written contract which may exist between Seller and Buyer at the time of shipment. If Seller's quotation or a written contract states that all or a portion of freight is allowed, all prices are F.O.B. Seller's yard or other designated shipping point, with most economical surface transportation allowed. If the quoted or contractual price includes transportation, Seller reserves the right to designate the common carrier and to ship in the manner it deems most economical. Added costs due to special routing requested by the Buyer are chargeable to the Buyer. Under no circumstances is any freight allowance which is absorbed by Seller to be deducted from the selling price. If the quoted price or contract includes transportation, no deduction will be made in lieu thereof whether Buyer accepts shipment at yard, warehouse, freight station, or otherwise supplies its own transportation. When sales are made from the Seller's warehouse, Seller reserves the right to charge either actual or pro-rated freight from Seller's principle point of manufacture to Seller's warehouse. Buyer assumes risk of loss upon delivery to the carrier, regardless of who pays shipping costs. Seller endeavors to pack or prepare all shipments so that they will not break, rust or deteriorate in transit, but does not guarantee against such damage. Unless requested in writing by the Buyer, no shipments are insured by Seller against damage or loss in transit. Seller will place insurance as nearly as possible in accordance with Buyer's written instructions but in such case Seller acts only as agent between the insurance company and the Buyer and assumes no liability whatsoever. Any claims for shipping loss, breakage or damage (obvious or concealed) are Buyer's responsibility and should be made to the carrier. All claims regarding shortages must be made within thirty (30) days from receipt of shipment and must be accompanied by the packing list(s) covering the shipment.
- 13. Limitation of Liability.** UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES (collectively CONSEQUENTIAL), and AS DEFINED BY THE LAWS GOVERNING THIS PURCHASE ORDER NOR FOR ANY LOSS OF ANTICIPATED PROFITS, LOSS OF BUSINESS OPPORTUNITY, LOSS OF USE OF EQUIPMENT OR OF ANY INSTALLATION, SYSTEM OR FACILITY INTO WHICH SELLER'S EQUIPMENT MAY BE LOCATED OR AT WHICH MEMBERS OF THE SELLER GROUP MAY BE PERFORMING WORK AND BUYER AGREES TO INDEMNIFY AND HOLD SELLER GROUP HARMLESS FROM AND AGAINST ANY CLAIMS FOR SUCH CONSEQUENTIAL DAMAGES EVEN IF ARISING OUT OF OR ATTRIBUTABLE TO THE NEGLIGENCE OF THE MEMBERS OF THE SELLER GROUP. SELLER'S TOTAL RESPONSIBILITY FOR ANY CLAIMS, DAMAGES, LOSSES OR LIABILITY ARISING OUT OF OR RELATED TO ITS PERFORMANCE OF THIS CONTRACT OR THE PRODUCTS OR SERVICES COVERED HEREUNDER SHALL NOT EXCEED THE PURCHASE PRICE.
- 14. Modification, Rescission & Waiver.** The terms herein may not be modified or rescinded nor any of its provisions waived unless such modification, resolution or waiver is in writing and signed by an authorized employee of Seller at its office in Odessa, Texas. Failure of Seller to insist in any one or more instances upon the performance of any of the terms and conditions of the contract or the failure of Seller to exercise any of its rights hereunder shall not be construed as a waiver or relinquishment of any such term, condition, or right hereunder and shall not affect Seller's right to insist upon strict performance and compliance with regard to any unexecuted portions of this contract or future performance of these terms and conditions.
- 15. Governing Laws & Venue.** The rights and duties of the parties and construction and effect of all provisions hereof shall be governed by and construed according to the internal laws of the State of Texas. The terms herein shall be performed in Ector County, Texas.

Texas Sales and Use Tax Resale Certificate

| | | | | | | | | | | | | |
|---|---|--|---|--|--|--|--|--|--|--|--|--|
| Name of purchaser, firm or agency as shown on permit | Phone (Area code and number) | | | | | | | | | | | |
| Address (Street & number, P.O. Box or Route number) | | | | | | | | | | | | |
| City, State, ZIP code | | | | | | | | | | | | |
| Texas Sales and Use Tax Permit Number (must contain 11 digits) | | | | | | | | | | | | |
| <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; height: 15px; width: 25px;"></td> <td style="border: 1px solid black; height: 15px; width: 25px;"></td> <td style="border: 1px solid black; height: 15px; width: 25px;"></td> <td style="border: 1px solid black; height: 15px; width: 25px;"></td> <td style="border: 1px solid black; height: 15px; width: 25px;"></td> <td style="border: 1px solid black; height: 15px; width: 25px;"></td> <td style="border: 1px solid black; height: 15px; width: 25px;"></td> <td style="border: 1px solid black; height: 15px; width: 25px;"></td> <td style="border: 1px solid black; height: 15px; width: 25px;"></td> <td style="border: 1px solid black; height: 15px; width: 25px;"></td> <td style="border: 1px solid black; height: 15px; width: 25px;"></td> </tr> </table> | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| Out-of-state retailer's registration number or Federal Taxpayers Registry (RFC) number for retailers based in Mexico | | | | | | | | | | | | |
| <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 250px; height: 20px;"></td> <td style="padding-left: 10px;">(Retailers based in Mexico must also provide a copy of their Mexico registration form to the seller.)</td> </tr> </table> | | | (Retailers based in Mexico must also provide a copy of their Mexico registration form to the seller.) | | | | | | | | | |
| | (Retailers based in Mexico must also provide a copy of their Mexico registration form to the seller.) | | | | | | | | | | | |

I, the purchaser named above, claim the right to make a non-taxable purchase (for resale of the taxable items described below or on the attached order or invoice) from:

Seller: _____

Street address: _____

City, State, ZIP code: _____


Description of items to be purchased on the attached order or invoice:

Description of the type of business activity generally engaged in or type of items normally sold by the purchaser:

The taxable items described above, or on the attached order or invoice, will be resold, rented or leased by me within the geographical limits of the United States of America, its territories and possessions or within the geographical limits of the United Mexican States, in their present form or attached to other taxable items to be sold.

I understand that if I make any use of the items other than retention, demonstration or display while holding them for sale, lease or rental, I must pay sales tax on the items at the time of use based upon either the purchase price or the fair market rental value for the period of time used.

I understand that it is a criminal offense to give a resale certificate to the seller for taxable items that I know, at the time of purchase, are purchased for use rather than for the purpose of resale, lease or rental, and depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.

| | | |
|--|-------|------|
|  Purchaser | Title | Date |
|--|-------|------|

**This certificate should be furnished to the supplier.
Do not send the completed certificate to the Comptroller of Public Accounts.**

Texas Sales and Use Tax Exemption Certification

This certificate does not require a number to be valid.

| | |
|---|------------------------------|
| Name of purchaser, firm or agency | |
| Address (Street & number, P.O. Box or Route number) | Phone (Area code and number) |
| City, State, ZIP code | |

I, the purchaser named above, claim an exemption from payment of sales and use taxes (for the purchase of taxable items described below or on the attached order or invoice) from:

Seller: _____


Street address: _____ City, State, ZIP code: _____

Description of items to be purchased or on the attached order or invoice:

Purchaser claims this exemption for the following reason:

I understand that I will be liable for payment of all state and local sales or use taxes which may become due for failure to comply with the provisions of the Tax Code and/or all applicable law.

I understand that it is a criminal offense to give an exemption certificate to the seller for taxable items that I know, at the time of purchase, will be used in a manner other than that expressed in this certificate, and depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.

| | | | | |
|--|-----------|-------|--|------|
|  | Purchaser | Title | | Date |
|--|-----------|-------|--|------|

NOTE: This certificate cannot be issued for the purchase, lease, or rental of a motor vehicle.

THIS CERTIFICATE DOES NOT REQUIRE A NUMBER TO BE VALID.

Sales and Use Tax "Exemption Numbers" or "Tax Exempt" Numbers do not exist.

**This certificate should be furnished to the supplier.
Do not send the completed certificate to the Comptroller of Public Accounts.**