

ACT Pipe & Supply Inc.

6950 W. Sam Houston Pkwy. N
Houston, TX 77041
Phone: 713-937-0600
Fax: 713-937-0696

ACT Fabrication, Inc.

Branch #	_____
Sales Person	_____

CREDIT APPLICATION AND AGREEMENT

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

E-MAIL ADDRESS: _____

PROPRIETORSHIP PARTNERSHIP CORPORATION NON PROFIT ORGANIZATION

YEAR BUSINESS STARTED: _____ TYPE OF BUSINESS: _____

BUSINESS TELEPHONE NO. _____ FAX NO. _____

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	TELEPHONE NUMBER	FAX 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