



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 _____ Email _____

Account type requested Cash in Advance (CIA) **or** 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)

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 Solvents, Ltd. - Attention Credit Department
3707 FM 1960 West
Suite 560
Houston, TX 77068

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 Solvents, Ltd. subject to its approval and subject to inspection. All returned merchandise approved by Soltex Solvents, Ltd. for return will be subject to a twenty (20%) percent restocking fee.

THIS AGREEMENT IS EXECUTED AND IS TO BE PERFORMED IN HOUSTON, HARRIS COUNTY, TEXAS. ALL PAYMENTS ARE TO BE MADE IN HOUSTON, HARRIS COUNTY, TEXAS. ALL LITIGATION INVOLVING THIS AGREEMENT OR THE ACCOUNT, DIRECT OR INDIRECT, MUST BE FILED IN HOUSTON, 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 Solvents, Ltd. in and to all of Undersigned's inventory and equipment including the merchandise acquired by Undersigned from Soltex Solvents, Ltd. Undersigned authorizes Soltex Solvents, Ltd. to execute and file on behalf of Undersigned, UCC financing statements or other instruments necessary to evidence or perfect the security interest.

SOLTEX SOLVENTS, LTD. 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 SOLVENTS, LTD. 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 Solvents, Ltd. and/or the extension of credit, the person executing this Application does individually and personally guaranty payment to Soltex Solvents, Ltd. of all sums due and owing by Undersigned to Soltex Solvents, Ltd. 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 Solvents, Ltd.'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 Solvents, Ltd. has granted, by written notice of, termination of this guaranty.

Undersigned grants Soltex Solvents, Ltd., 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 Solvents, Ltd. and third parties related to the request and/or providing of credit information and instruments.

SOLTEX SOLVENTS, LTD. 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

Undersigned _____
Owner, Partner, or Officer

Print Name

Print Name

Social Security Number

Social Security Number

Undersigned _____
Owner, Partner, or Officer

Undersigned _____
Owner, Partner, or Officer

Print Name

Print Name

Social Security Number

Social Security Number