

BANK CREDIT INFORMATION:

X _____ X _____ X _____
Bank Name Checking Account No. Fax No.

CREDIT TERMS AND POLICY:

- 1. The payments will be made in accordance with the terms so stated on each invoice. Discounts taken but not earned will not be allowed and will remain on the account.
2. A past due amount means that future shipments may be on C.O.D. basis until the account is re-opened. This is applicable even if the account is within the confines of the credit limit.
3. Returned checks will be assessed a return fee, which maybe invoiced to the customer account in question.
4. In the event of non-payment and the institution of legal proceedings, the person, firm, or corporation to whom open account was extended agrees to bear the expense of all legal proceedings plus a reasonable attorney's fee and costs of collection.
5. Advance written notice will be given to T & L Distributing of any change in the business structure and / or ownership. In other words incorporation changed ownership or added shareholders, etc. Without such written notice the original principals to who credit was extended shall remain liable even after the change. Notice is to be given by certified or registered letter and acknowledged by return receipt.
6. Credit policies are subject to change from time to time at the discretion of the credit department. Upon acceptance of the application and the issuance of an open line to credit, THE CUSTOMER agrees to abide by the credit policies of T & L Distributing.
7. Permission is granted as evidenced by my (our) signature(s) below, T & L Distributing or its agents to contact the references listed heron, or any other source for the purpose of obtaining credit information. The creditor, bank, or lending institution contacted has my (our) permission to furnish T & L Distributing any and all information requested.
8. The foregoing application, statements herein and accompanying financial statements are correct, true and complete were proved to induce T & L Distributing to extend open credit to the person, firm or corporation applying.
9. Materials accepted for return may be subject to a 20% restocking charge, at the discretion of T & L Distributing.
10. Purchaser agrees to examine all invoices and statements promptly upon receipt and to notify seller immediately of any failure of delivery, shortage, discrepancy, or error, and further agrees that such invoice or statement shall be presumed correct unless he or it shall notify seller in writing of such failure of delivery, shortage, discrepancy, or error within thirty (30) days of his or its receipt of such invoice or statement, which shall be presumed to have been received on or before the fifteenth (15th) day of the month succeeding purchases. Purchaser agrees to immediately examine shipment and agrees to notify seller promptly of any errors in shipment and of any defective material supplied. Use of material shall constitute a waiver of any error in shipment or defect in material, which might have been determined by a prompt and diligent inspection thereof.

CLAIMS POLICY:

- 1. No claims will be accepted on merchandise cut or installed with visible defects. The customer is responsible for inspection of all merchandise prior to installation for correct style, color, quantity and dye lot.
2. Cut orders are not subject to cancellation once a cut is made.
3. Claims will not be accepted on merchandise sold as mill seconds, remnants, closeouts or "as is" goods.
4. Claims will not be accepted on material installed with different dye lots.
5. If an independent inspection of installed merchandise is necessary; T & L Distributing reserves the right to hire an inspection service of its choosing to make a determination.
6. Unauthorized deductions from remittances are subject to charge back, plus interest, and loss of cash discounts. If such deductions are not collected legal action may be taken.

I/We authorize any government agency, be it federal, state, or county to furnish information to T & L Distributing. NOTICE: DO NOT SIGN AGREEMENT UNTIL YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS THEREOF.

If husband & wife both employed by company, both to sign here.
If proprietorship, husband & wife should sign.

If Corporation, all officers should sign.

If limited Liability Company, all members / managers should sign.

X _____
Name

X _____
Date

Name

X _____
Title

Title

Name

Title

PERSONAL GUARANTY

In order to induce T & L Distributing to extend credit to _____ I hereby guaranty the payment of any account due or to become due by said corporation, partnership, limited liability company, or proprietorship to T & L Distributing. This guaranty shall include past due balances, current balances, service charges and future sales and credit hereafter extended and fees hereafter incurred. This guaranty shall remain in full force and effect until revoked in writing by registered mail-return receipt and shall not be limited by the amount of the credit limit. Revocation of the guaranty does not relieve obligation to pay balance owed whether or not demand for same has been made. In the event T & L Distributing institutes legal action to enforce this Personal Guaranty the undersigned agrees to pay all cost of collection, including reasonable attorney's fees. This guarantee is joint and several for each guarantor here under and with any other guarantor of the account.

Individually and as Guarantor:

If husband & wife both employed by company, both to sign here.
If proprietorship, husband & wife should sign.

If partnership, all partners should sign.

If Corporation, all officers should sign.

If limited Liability Company, all members / managers should sign.

_____ Date: _____

Social Security # _____ Date of Birth _____

_____ Date: _____

Social Security # _____ Date of Birth _____

Authorized Buyer's Information:

Date: _____

Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Dear Customer: # _____

If you require an authorized buyer's list, please list all the names below.
Would you like to add your T & L Sales Representatives as authorized buyers? YES _____ NO _____
Fax this list back to **(713) 980-8832**, attention: Credit Department.

- | | |
|----------|----------|
| 1. _____ | 5. _____ |
| 2. _____ | 6. _____ |
| 3. _____ | 7. _____ |
| 4. _____ | 8. _____ |

Any additional buyer's please list on separate page

Signature of
Owner or Officer

Again, thank you for choosing T & L Distributing. We look forward to a long and mutually beneficial partnership. If you have any questions, please feel free to contact me.

Sincerely,

Sandy Smith, Financial Services Manager
ssmith@tldistributing.com

Lyda Hernandez, Credit Assistant
lhernandez@tldistributing.com

Office: 1.713.461.7802 / 1.800.888.0601 / Fax: 713.980.8832

| | | | | | | |
|--|---|---|--|--|--|---|
| HOUSTON 7350 Langfield Rd Houston, TX. 77092 (713) 461-7802 (800) 888-0345 Fax (713) 932-6790 | AUSTIN 9324 Neils Thompson Dr. Ste. 101-Austin, TX. 78758 (512) 832-0711 (800) 888-0602 Fax (512) 832-6404 | DALLAS/FT. WORTH 500 Enterprise Drive Ste 100 Flower Mound TX 75028 (469) 635-2291 (469) 635-2290 Fax (972) 241-8094 | SAN ANTONIO 3453 IH 35 North Ste. 417 San Antonio, TX. 78219 (210) 229-9444 (800) 888-0604 Fax (210) 229-9453 | SHREVEPORT 451 W. 61 Street Shreveport, La 71106 (318) 865-8072 (800) 888-6159 Fax (318) 868-6399 | OKLAHOMA 2509 S. Ann Arbor Oklahoma City, Ok 73128 (405) 686-1055 (877) 965-1000 Fax (405) 680-9663 | BATON ROUGE 2130 Wooddale Blvd. Baton Rouge, La 70806 (225) 927-7112 (866) 927-7112 Fax (225) 927-7115 |
|--|---|---|--|--|--|---|