

**CREDIT APPLICATION**

**NEW CUSTOMER CHECKLIST**

**CHECK WHEN COMPLETE**

- Include 4 complete trade references.....
- Requested amount of Credit \$.....
- Signed by Authorized Representative (Owner/Officer preferred).....
- If requesting tax free status, attach State Resale Certificate.....
- When complete fax to (281) 607-4402 or email to [CustomerService@cinchkit.com](mailto:CustomerService@cinchkit.com).....
- Mail Original to: **Cinch Kit, Accounts Receivable**  
**15002 Sommermeyer Street, Houston, TX 77041**.....

**CUSTOMER INFORMATION**

Company Name:		Phone: (    )	
Street Address:		City:	State:      Zip:
Type of Business: <small>(Corp, Partnership, LLC, etc.)</small>	DBA:		
State of Incorporation/Organization:		State I.D. Number:	
Tax Status: <input type="checkbox"/> Taxable <input type="checkbox"/> Exempt		DUNS #:	
Federal I.D. Number:		Tax Exempt Number:	
Payables Contact:		Phone: (    )	
		Email:	
Principal(s):		Phone: (    )	
Principal(s):		Phone: (    )	
Number of Years in Business:		Years at Current Address:	
Prior Business Address:			
Number of Employees:		Company Website:	

## FINANCIAL INFORMATION

Bank Name:	
Address:	
Contact:	Phone: (    )
Email:	Fax: (    )
Account #:	

## TRADE REFERENCES

*(Please provide references that have extended credit in amounts similar to the credit line you are requesting from Cinch. FOUR are required.)*

COMPANY NAME	CITY	STATE	PHONE
1.			(    )
2.			(    )
3.			(    )
4.			(    )

To induce Cinch Lit, LLC ("Cinch") to extend credit to the Customer signing this document, Customer agrees to the terms on this Credit Application ("Application"); and certifies that the information provided in this Application is true, correct and accurate; and acknowledges that the information is being provided to Cinch for the purpose of obtaining credit; and agrees to promptly give Cinch prompt written notice of any change in the information. Customer acknowledges that the foregoing information is material and will be relied on by Cinch in determining whether to extend credit.

Customer authorizes Cinch to investigate Customer's credit, employment and income records, contact the references listed above and others for credit information, and to report Customer's purchases and payments to credit bureaus and other interested parties. Customer and each Guarantor who signs this document authorize all trade references, banks and credit reporting agencies to disclose to Cinch any and all information concerning the financial and credit history of Customer and Guarantor.

## TERMS OF SALE

Customer agrees that all sales by Cinch are subject to Cinch's Standard Terms of Sale in effect at the time of sale ("Terms & Conditions"). Customer acknowledges having received and read Cinch's current Terms and Conditions and understands that Cinch will provide Customer with a current copy of Cinch's Terms & Conditions upon written request.

1. Customer agrees to pay for all purchases made on its account, service charges, and other charges or fees, plus collection costs, including court costs and reasonable attorneys' fees if not prohibited by applicable law. All payments shall be payable to Cinch Kit, LLC, 9777 West Gulf Bank Road, #500, Houston, TX 77040-3150, or such other place as Cinch may designate.

2. Interest on overdue accounts will be assessed at a periodic rate of the lesser of 1.5% per month or fraction thereof, or the highest legal rate on all past due sums, but in no event shall the interest contracted for, charged or received hereunder ever exceed the maximum rate of interest from time to time permitted by applicable usury law. If for any reason the interest paid or received produces a rate that exceeds the maximum nonusurious rate, such payment shall be deemed an accidental and bona fide error. A charge of \$50.00 will be made for each check or other instrument for payment to Cinch that is returned unpaid. Payments shall be applied first to interest and returned check charges and then to purchases.

3. Default under this Agreement shall occur upon Customer's failure to make any payment when due; Customer's violation of any other provision of this Agreement; Cinch's receipt of information that Customer is unable or unwilling to perform the terms of this Agreement; Customer's death, dissolution or cessation of business; Customer becoming the subject of bankruptcy or insolvency proceedings; or Customer supplying Cinch with misleading, false, incomplete or incorrect information. Upon default, Cinch may exercise any remedy permitted it by law including terminating Customer's credit privileges and immediately accelerating any sums owed Cinch. Customer agrees to pay Cinch for all collection costs, expenses, reasonable attorneys' fees and court costs, if not prohibited by law, incurred in the collection or enforcement of any obligation of Customer or a Guarantor, regardless of whether suit is filed or not. Customer waives grace, demand, presentment, notice of intent to accelerate, notice of acceleration, protest and notice of protest, and any other notice and diligence in collecting and bringing suit against any party hereto. Cinch may reduce Customer's credit line at any time without notice at Cinch's sole discretion.

4. Cinch's failure to require performance of any provision hereof will not affect Cinch's right to require such performance at any time thereafter, nor will the waiver by Cinch of a breach of any provision hereof. If any provision of this Agreement, or the application thereof to any person or circumstance, is for any reason or to any extent invalid or unenforceable, the remainder of this Agreement and the application of such provision to the other persons or circumstances shall not be affected thereby, but rather is to be enforced to the greatest extent permitted by law.

5. All purchases by the Customer and the extension of credit by the Cinch are for business, commercial, investment or other similar purpose and not primarily, family, household or agricultural use; as such terms are used in the Texas Finance Code.

6. Customer may not sell, assign or transfer this account without the express written consent of Cinch. Cinch may sell, assign or transfer this account or any portion thereof without notice to Customer.

7. EXCEPT AS SPECIFICALLY STATED IN A WRITTEN WARRANTY ISSUED BY CINCH, CINCH WARRANTS ONLY THAT CINCH PRODUCTS MEET CINCH'S WRITTEN SPECIFICATIONS. CINCH DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES (INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) AND ANY AGREEMENTS, REPRESENTATIONS, AFFIRMATIONS, OR WARRANTIES, WHETHER ORAL OR WRITTEN, MADE BY ANY AGENT, EMPLOYEE, OR REPRESENTATIVE OF CINCH. Cinch shall not be liable for incidental, consequential, or special damages of any kind arising from the goods furnished by Cinch. Cinch's maximum liability under any warranty shall be providing replacements for any defective materials.

8. THIS AGREEMENT AND ANY SALES OR EXTENSIONS OF CREDIT BY CINCH SHALL BE GOVERNED BY AND CONSTRUED ACCORDING TO THE LAWS THE STATE OF TEXAS EXCEPT THOSE RELATING TO CONFLICT OF LAWS. ALL ACTIONS BETWEEN CINCH AND CUSTOMER OR A GUARANTOR SHALL BE BROUGHT IN HARRIS COUNTY, TEXAS OR THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF TEXAS, HOUSTON DIVISION.

9. The undersigned represents and warrants that he or she is duly authorized and has legal capacity to bind Customer to the Terms & Conditions of this agreement.

10. This Agreement constitutes the entire agreement between Cinch and Customer.

Customer's Authorized Signature:	Date:
Printed Name:	Title:



**PERSONAL GUARANTEE**

*(Please complete a separate sheet for each Guarantor.)*

Name of Account Guaranteed:
Guarantor: <i>(Print Name)</i>
Social Security Number:        /        /
Guarantor Address:
Guarantor Phone: (        )

For valuable consideration and to induce Cinch Manufacturing to extend credit to Customer, I jointly and severally and unconditionally personally guarantee to promptly pay all past, present, and future indebtedness of Customer to Cinch, and all renewals, extensions, and rearrangements of such indebtedness, together with all interest, attorneys' fees and court costs for which Customer may become liable in connection therewith.

I agree to pay Cinch, or its successors or assigns, all costs and expenses, including reasonable attorneys' fees, incurred by Cinch in enforcing this Guaranty. This is a continuing guaranty. All extensions of credit and financial accommodations made by Cinch shall be conclusively presumed to have been made in acceptance hereof.

I waive notice of acceptance of this Guaranty and of any liability to which it applies or may apply, and waive presentment, demand, notice of dishonor or nonpayment, notice of intent to accelerate, notice of acceleration, protest and notice of protest, any other notice and diligence in collecting and bringing suit or any other action by Cinch in collection including any notice of default or other notice to, or demand on, any party. Cinch, its successors and assigns, shall not be liable for failure to use diligence in the collection of any indebtedness hereby guaranteed, or in preserving the liability of any person liable on said indebtedness.

This is a guaranty of payment and not of collection, and I waive any right to require Cinch to (a) proceed against Customer, (b) proceed against or exhaust any security or collateral, or (c) pursue any other remedy. I/we waive any defense of Customer or any other guarantor of Customer's indebtedness, and I/we shall remain personally liable hereunder regardless of whether Customer or any other person is found not liable for the indebtedness to Cinch.

Until all indebtedness shall have been paid in full, I/we waive any rights of subrogation, right to enforce any remedy which I/we or Cinch now or hereafter may have against Customer, and any right to participate in any security now or hereafter held by Cinch. This guaranty shall be available to the successors and assigns of Cinch and shall be binding upon Guarantor(s) successors, assigns, heirs and administrators.

I give permission for Cinch to check my personal credit history with any credit-reporting agency or perform a background check on my personal history.

Guarantor's Authorized Signature:
Printed Name: _____ Date: _____