



Business Information

Legal Business Name:
Corporation: Partnership: Proprietorship: Requested Limit:
Main Address:
City: State: Zip Code:
Billing Address (leave blank if same as above):
City: State: Zip Code:
Federal Tax ID# Dun & Bradstreet #: Year Started:
Primary Contact: Phone: Email:
A/P Contact: Phone: Email:
Taxable: Non-Taxable: If Non-Taxable please attach a copy of your tax-exempt certificate

Bank Information

Bank name:
Bank address: Phone:
City: State: ZIP Code:
Type of account Account number
Savings
Checking
Other

Business / Trade References

Company Name:
Address:
City: State: ZIP Code:
Phone: E-mail:
Type of account:

Company Name:
Address:
City: State: ZIP Code:
Phone: E-mail:
Type of account:

Company Name:
Address:
City: State: ZIP Code:
Phone: E-mail:
Type of account:

Terms and Conditions

All sales are subject to the terms and conditions outlined in this Credit Application and Account Agreement ("Agreement"). "Seller" means Progressive Fastening Systems dba HTS Chemical and its successors in interest, affiliated companies, subsidiaries, and/or assigns with whom you may do business now and/or in the future. "Customer" means the entity(s) or person(s) requesting to purchase goods or services from Seller on credit. Customer acknowledges it has read these terms and conditions and agrees to be bound thereby. The terms and conditions are as follows:

CREDIT TERMS: Customer shall be liable for and agrees to promptly pay when due all charges set forth in the applicable Seller invoice and payment terms. A service charge of 1.5% per month (18% per annum) or the maximum rate permitted by law, whichever is less, may be assessed on overdue balances. In the event Customer is in default of its obligations under this Agreement, Seller may, in its sole discretion, suspend Customer's credit privileges without prior notice.

COLLECTION COSTS AND ATTORNEY'S FEES: If this account is turned over to an agency and/or an attorney for collection, Customer agrees to pay all reasonable attorney's fees, court costs and/or costs of collection whether or not suit is filed.

APPLICABLE LAW & VENUE: This Agreement shall be governed by the laws of the state of Tennessee, without regard to any conflict of laws principals. Customer consents to the jurisdiction of the courts of the state of Tennessee in connection with any action or proceeding arising from or related to this Agreement. The venue for all suits, counterclaims, causes of action and/or legal proceedings shall be instituted in any court of competent jurisdiction in Davidson or any other county in Tennessee at Seller's discretion.

LIMITATION OF LIABILITY: SELLER WILL NOT UNDER ANY CIRCUMSTANCE BE LAIBLE FOR ANY SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES OF CUSTOMER FOR ANY TRANSACTION ARISING FROM OR RELATED TO THIS AGREEMENT. THE MAXIMUM LIABILITY IN DAMAGES RECOVERABLE AGAINST SELLER SHALL NOT EXCEED THE AMOUNT ACTUALLY RECEIVED BY SELLER FOR THE TRANSACTION THAT FORMS THE BASIS OF CUSTOMER'S COMPLAINT.

ALL AT RISK OF LOSS SHALL SHIFT TO CUSTOMER AT DELIVERY BY SELLER FOB SHIPPING POINT.

CREDIT INVESTIGATION: The Customer authorizes Seller, its agents and affiliates, to conduct any credit investigations it deems appropriate, including but not limited to obtaining financial statements, credit reports, or other credit information, and authorizes the release to Seller of any information, financial, personal or otherwise, as required for the purposes of the credit investigations, from any financial institution, credit reporting organization, reference, supplier, governmental authority, or any institution providing credit information that the Customer deals with. The Customer hereby directs any such financial institution, credit reporting organization, reference, supplier, governmental authority, or any institution providing credit information to provide all information requested to Seller in relation to the Customer. For the purposes of any applicable statute pertaining to the privacy of information this clause shall constitute full and sufficient consent for the collection, use and disclosure of information, as required for a credit investigation.

CERTIFICATE OF USE: Customer certifies that this request is for the extension of credit for business purposes only and not for the extension of credit for personal, family or household purposes.



ENTIRE AGREEMENT: Customer agrees that the terms of credit as set forth herein shall constitute the entire agreement between Customer and Seller and that all sales/and or transactions between Customer and Seller shall be governed solely by these terms and condition. These terms and conditions may not be modified except by prior written consent of Seller. Seller reserves the right to require payment in full (prepaid) prior to any shipment or delivery, if in Seller's opinion, the financial condition of Customer at the time of sale does not justify the extension or further extension of credit.

NOTICE: The Federal Equal Credit Opportunity Act (ECOA) 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 law concerning this creditor is the Federal Trade Commission, Division of Credit Practices, 600 Pennsylvania Avenue, NW, Washington, DC 20580.

ACCURATE INFORMATION/AUTHORITY: The undersigned certifies that all of the information in this Agreement is complete, factual, correct, and understands that Seller will rely on the accuracy of this information in determining whether any credit may be extended. By signing below, the undersigned agrees to the terms and conditions stated herein and represents that he/she is authorized by the Customer to execute this legally binding Agreement.

Signature:	Print Name:
Date:	Title:

Personal Guaranty

In consideration of credit extended by Seller to Customer, I assume personal and individual responsibility and liability, and unconditionally guaranty, without offset, the payment of all indebtedness due and payable to Seller by the Customer which is now existing or hereafter incurred in the future including payment of interest, attorney's fees and court costs. This guaranty is open, continuous and not limited in time. Seller shall not be required to exhaust its remedies against Customer prior to enforcing its rights against the undersigned under this personal guaranty. The undersigned waives notice of default, demand, non-payment, presentment, and notice of intent to accelerate or acceleration. I understand that this guaranty shall remain in force until Seller receives written notice from me that this guaranty is terminated. In the event that it becomes necessary to place this personal guaranty with an attorney and/or third party for collection, the undersigned agrees to pay all attorney fees, court costs and/or costs of collection.

I hereby consent and authorize the use of my consumer credit report in the credit evaluation process by Seller. Undersigned grants to Seller the right and authority to make credit inquiries regarding Undersigned and to obtain financial statements, consumer credit reports, or other credit information about Undersigned, from time to time as may be needed, in the credit evaluation process. Undersigned does hereby release all claims in favor of Undersigned against Seller and third parties related to the request and/or providing of credit information and instruments.

A personal Guarantee is not required but is strongly suggested for a higher approval rate and more favorable terms.

Name:	SSN:	DOB:
Address:	Phone:	Email:
Date:	Signature:	

Name:	SSN:	DOB:
Address:	Phone:	Email:
Date:	Signature:	