

**Ritter Forest Products**

P. O. BOX 1265  
NEDERLAND, TEXAS 77627  
(409)729-1033 (800)426-9570 FAX (409)729-0698  
TEXAS \* LOUISIANA \* ILLINOIS

**COMMERCIAL CREDIT APPLICATION**

COMPANY NAME: \_\_\_\_\_ PHONE: \_\_\_\_\_  
BILLING ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_  
PHYSICAL ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_  
If this is a branch of subsidiary, please list parent company, location, and phone #  
PHONE: \_\_\_\_\_

BUSINESS STRUCTURE: \_\_\_\_\_ Corporation \_\_\_\_\_ Partnership  
\_\_\_\_\_ Proprietorship \_\_\_\_\_ Other ( \_\_\_\_\_ )

BUSINESS START DATE: \_\_\_\_\_ TYPE OF TRADE: \_\_\_\_\_

PLEASE LIST COMPANY OFFICERS OR PRINCIPALS:

1. NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_  
HOME ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_  
HOME SOCIAL SECURITY #: \_\_\_\_\_  
PHONE: \_\_\_\_\_

2. NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_  
HOME ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_  
HOME SOCIAL SECURITY #: \_\_\_\_\_  
PHONE: \_\_\_\_\_

ACCOUNTS PAYABLE CONTACT: \_\_\_\_\_ PHONE: \_\_\_\_\_

ARE PURCHASE ORDER NUMBERS REQUIRED: \_\_\_\_\_

AUTHORIZED BUYERS: \_\_\_\_\_

CREDIT REFERENCES (Please include address and phone number):

- 1.) \_\_\_\_\_
- 2.) \_\_\_\_\_
- 3.) \_\_\_\_\_
- 4.) \_\_\_\_\_
- 5.) \_\_\_\_\_
- 6.) \_\_\_\_\_

BANK NAME: \_\_\_\_\_ OFFICER: \_\_\_\_\_

LOCATION: \_\_\_\_\_ PHONE: \_\_\_\_\_ ACCT # \_\_\_\_\_

FEDERAL ID #: \_\_\_\_\_ DUNNS #: \_\_\_\_\_

TERMS OF EXTENSION OF CREDIT

The applicant for credit, by execution of this Application, does hereby express and agree that all purchases made from Triple R Brothers, Ltd., d.b.a. Ritter Forest Products and/or Ritter @ Home, shall be upon the following terms and conditions:

1. All invoices are due in full on the 10<sup>th</sup> of the month following billing. Accounts not paid by the 25<sup>th</sup> of the month following the due date, shall bear interest at the rate of 5/6% per month, computed from the due date to date of payment.

2. The undersigned Purchaser hereby agrees and promises to pay the total amount of such accounts, together with all interest charged thereon, as the same becomes due at the offices of Triple R Brothers, Ltd., 7895 Viterbo Rd, Nederland, Jefferson County, Texas. All goods are sold by Ritter Forest Products, on the express agreement of the undersigned Purchaser that, for the purpose of securing payment of the purchase price, Ritter Forest Products, as Seller, shall have a security interest in the same until the entire purchase price thereof is paid. No transfer, renewal, extension, or assignment of Purchaser's account and contract, or any interest thereunder, and no loss, damage, or destruction of purchased items can release Purchaser from his obligation to pay therefore. If partial payment is received, Payment shall be first applied to accrued interest and then to oldest accounts of invoices.

3. In the event Purchaser fails to comply with any of the terms and conditions hereof, of if a proceeding in bankruptcy, receivership, or other insolvency proceeding be instituted by or against the Purchaser or his property, Seller shall have the right, at it's option to take possession of said materials, and all other rights set out in the Texas Business and Commerce Code. Purchaser agrees to pay all cost, charges, expenses, including expenses incurred in location said property, premiums for judicial bonds, repairs, storage, liens expense of resale, and reasonable attorney's fees of not less than 15% of the amount due and unpaid. In the event Seller repossesses said property, Seller may sell at public or private sale in such manner and upon terms as Seller deems reasonable. From the proceeds of repairing, selling, or foreclosing, Seller's interest is said property, including reasonable attorney's fees. The balance thereof shall be applied to the amounts due on Purchaser's account, and, in case of deficiency, the Purchaser shall promptly pay said balance without delay.

4. Purchaser hereby authorizes Seller or Seller's agents to request credit information from purchaser's creditors, credit bureaus and investigators, and further Purchaser authorizes such creditor, credit bureaus and investigators to release such requested information to Seller for Seller's agents.

The undersigned Purchaser who is hereby applying for credit by execution of the application represents that he or she has read, understands and agrees to the terms set forth above, and hereby warrants and represents that the statement made in the Application above, and the attached financial statement, are true and correct.

SIGNED: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

GUARANTEE

THE STATE OF TEXAS        ()

COUNTY OF JEFFERSON       ()

The undersigned (hereinafter called "Guarantor") for the sum of ONE DOLLAR and other good and valuable considerations, in hand paid to Guarantor, the receipt and sufficiency of which is hereby acknowledged, and to induce Triple R Brothers, Ltd., d.b.a. Ritter Forest Products, a Texas Limited Partnership with offices and principal place of business at Triple R Brothers, Ltd., 7895 Viterbo Road, Nederland, Jefferson County, Texas, to extend credit to or for the account of

(company name) \_\_\_\_\_

with office and principal place of business at

(company address) \_\_\_\_\_

(hereinafter called "Debtor") the undersigned (whether one or more) do unconditionally, jointly and severally guarantee prompt payment to Ritter Forest Products of all indebtedness, obligations and liabilities of every kind, now owing or hereafter incurred, by said Debtor to Ritter Forest Products. It is expressly agreed that liability of Guarantor under this guaranty shall be primary and not secondary. Payment is to be made at the office of Triple R Brothers, Ltd., in accordance with the usual terms of Ritter Forest Products. This is a continuing guaranty and is not subject to limitation.

If default is made by Guarantor in performance of the obligations of this Guaranty, and this Guaranty is placed in the hands of an attorney for collection, or if suit is filed hereon, or if proceedings are had in bankruptcy, receivership, reorganization, or other legal proceedings for the collection of moneys with respect to which payment is guaranteed hereunder, Guarantor agrees to pay to Ritter Forest Products, reasonable attorney's fees, but same shall be not less than 15% of all sums owing under this Guaranty.

Guarantors herein waive demand and notice of default and agree and consent that time of payment may be extended without any of the parties hereto.

EXECUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

SIGNED: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

SIGNED: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

SIGNED: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

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PLEASE PROVIDE THE FOLLOWING JOB INFORMATION FOR OUR FILES.

JOB NAME/DESCRITPION: \_\_\_\_\_

JOB ADDRESS: \_\_\_\_\_

JOB SUPERINTENDENT: \_\_\_\_\_

PURCHASING E-MAIL: \_\_\_\_\_

JOB PHONE #: \_\_\_\_\_

JOB FAX #: \_\_\_\_\_

PROPERTY OWNER'S NAME: \_\_\_\_\_

OWNER'S ADDRESS: \_\_\_\_\_

Are you the: \_\_\_ General Contractor \_\_\_ Subcontractor

If you are a subcontractor, please provide the General Contractor's name and mailing address.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Is this job bonded? \_\_\_\_\_ If yes, please provide the bonding agent's name, address, and how the bond is listed with the bonding agent.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PHONE #: \_\_\_\_\_ BOND #: \_\_\_\_\_

If this job is tax exempt, please attach a Resale/Exemption certificate for our files. The Texas State Comptroller's Office does not allow tax-exempt sales without a properly completed certificate on file.