



**REINFORCING STEEL SUPPLY**

# Credit Agreement

**RSS Sales Person:** \_\_\_\_\_

Please read, complete and sign this Agreement. No new accounts or orders will be processed until this Agreement has been completed and accepted by RSS. **For the purpose of establishing an open account to purchase goods/services on credit terms, both the company and an individual personal guarantor ("Buyer") jointly and severally agree to the following:**

- **Buyers agree** to pay all invoices on or before the 10<sup>th</sup> day of the month after purchase and all invoices not paid by the 11<sup>th</sup> day are past due. Buyers further agree to pay interest on all past due invoices in the amount of 1 ½ percent per month for each month in which the invoice(s) is overdue. Interest on the debt shall not exceed the maximum allowable rate or amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law. Any interest in excess of that maximum amount will be credited on the past due amounts, or if the past due amounts have been paid in full, then refunded.
- **Buyers agree** that the credit period begins at the time of shipment or at the time service is provided in accordance with 2-310 of the Uniform Commercial Code.
- **Buyers agree** that any dispute concerning price, terms, or short or defective shipments must be promptly communicated in writing to the seller's credit department, prior to the due date shown on the invoice otherwise we have accepted the shipment, price and/or terms as-is.
- **Buyers agree** that our credit privileges may be suspended or terminated without notice by the Seller at any time. Buyers agree to waive notice of such suspension or termination of credit privileges.
- **Buyers agree** to provide adequate written assurance of performance (ability to make payment) upon request by the Seller and understand that our credit privileges and contracts may be suspended or cancelled if such written assurances are not promptly provided.
- **Buyers agree** to give the Seller a security interest in the inventory, equipment, products, fixtures, accounts receivable and all other proceeds of the products or services purchased from the seller.
- **Buyers agree** that this Agreement is governed by the laws of the State of Texas and further agree to pay all reasonable attorney fees, costs, and expenses that Seller may incur for any issue arising out of or related to this Agreement or any other of our dealings or interactions with the Seller. Buyer further agrees that should legal proceedings be necessary, venue for all legal disputes shall be in Travis County, Texas. **Buyers further agree to knowingly and voluntarily waive their right to a jury trial and any dispute arising out of or related to this Agreement shall be decided solely by a judge in the courts of Travis County, Texas.**
- **Buyers agree** that all payments are due and owing to RSS, 13730 Avenue K, Austin, Travis County, Texas 78728.
- **Buyers agree** that the information given in this credit agreement is true, correct and accurate and no unfavorable information has been withheld. Buyers are not aware of any information which has not been disclosed that may negatively affect the Seller's decision to extend credit to us.
- RSS disclaims the warranty of fitness for a particular purpose of goods and/or services. Purchaser assumes all liability for the fitness of all merchandise and/or services purchased from RSS. **All merchandise and/or services are sold on an as-is basis.** In the event a defect exists in any material and/or service provided by seller, then RSS' liability shall be limited to the cost of replacing the materials and/or cost of service only. Both RSS and Buyers agree to waive and disclaim their rights to recover any special, indirect, incidental and/or consequential damages.

For the purpose of establishing a credit account, we authorize our bank and trade creditors to provide any information seller requires. We have received, read, understand and complied with the above.

\_\_\_\_\_  
Printed Name of Signor

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**CONTINUING PAYMENT GUARANTEE**

In consideration of the goods and services being provided under this Agreement and sold on open account to the above firm, ***I personally and individually guarantee the payment of all purchases*** made by, for, or in behalf of the above firm. I further agree that this guarantee is an absolute, completed and continuing one, and not notice of the indebtedness already or hereafter contracted need be given. This personal guarantee cannot be terminated except upon giving thirty (30) days of notice provided in writing.

\_\_\_\_\_  
Printed Name of Guarantor

\_\_\_\_\_  
Title

\_\_\_\_\_  
Guarantor Signature

\_\_\_\_\_  
Date

SUBSCRIBED AND SWORN TO BEFORE ME by the said \_\_\_\_\_  
this \_\_\_\_ day of \_\_\_\_\_, 2020, to certify which witness my hand and seal of office.

\_\_\_\_\_  
Notary Public for the State of Texas



## COMPANY INFORMATION

Legal Business Name \_\_\_\_\_

Phone \_\_\_\_\_ Alternate Phone \_\_\_\_\_ Fax \_\_\_\_\_

Physical Address \_\_\_\_\_

Billing Address \_\_\_\_\_

Legal Entity: ☐ Corporation ☐ LLC ☐ Partnership ☐ Sole Proprietorship ☐ Other \_\_\_\_\_

When Established \_\_\_\_\_ Tax ID# \_\_\_\_\_ Type of Work \_\_\_\_\_

Name of Accounts Payable Contact \_\_\_\_\_ E-mail \_\_\_\_\_

## Personal Guarantor /Officer/Owner Information

Name/Title \_\_\_\_\_ Phone \_\_\_\_\_

Home Address: \_\_\_\_\_

Social Security #: \_\_\_\_\_ Driver's License #: \_\_\_\_\_ DOB \_\_\_\_\_

*Attach a list of any additional officer/owners and their information.*

## Banking Information

Bank Reference \_\_\_\_\_ Account No. \_\_\_\_\_

Officer's Name \_\_\_\_\_ Phone No. \_\_\_\_\_

## Current Trade References in the Rebar/Concrete Industry

Trade Name

Phone No.

Email/Fax No.

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

**STEEL TYING:** We also have a company that provides steel tying. Would you like more information about this company?

☐ Yes

☐ No

## **PLEASE FAX FOR PROCESSING AND MAIL ORIGINAL APPLICATION**

To the following address/fax:

Reinforcing Steel Supply

13730 Avenue K, Austin, Texas 78728 \* Ph (512) 251-0606 \* Fax (512) 989-1561

# RSS

REINFORCING STEEL SUPPLY

## JOB INFORMATION SHEET

We respectfully request the following information for the construction project listed below as required by Texas Property Code, Section 53.159. In order to process your credit application we require the job information for at least the first job you will be purchasing material for. You may be asked for more job information in the future for new construction projects.

Your Company Name \_\_\_\_\_

Job Name \_\_\_\_\_

Job Site Physical Address \_\_\_\_\_

What County is this Job Site In? \_\_\_\_\_

Legal Description \_\_\_\_\_

Doing Work Directly For? ☐ Sub Contractor ☐ Gen Contractor ☐ Owner

### General Contractor Info

### Owner Info

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone #: \_\_\_\_\_

Fax #: \_\_\_\_\_

### Sub-Contractor Info

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone #: \_\_\_\_\_

Fax #: \_\_\_\_\_

Is This Project Bonded? ☐ Yes ☐ No

Bonding Co: \_\_\_\_\_ Bond # \_\_\_\_\_

Address: \_\_\_\_\_

*Please provide a copy of the bond.*

Is This Project Taxable? ☐ Yes ☐ No *If No please provide exemption certificate.*

Briefly explain the draw schedule on the job stating the cut off date for submitting materials, and the approximate date the check will be made. \_\_\_\_\_