



# "Everything for the Professional"

6050 Luckett Court  
El Paso, TX 79932  
915-351-7300

1356 Lomaland  
El Paso, Texas 79905  
915-593-8686

995 W. Hadley  
Las Cruces, NM 88004  
505-541-1234

1201 B East 50th St.  
Lubbock, Texas 79404  
806-687-4900

## BUSINESS INFORMATION

LEGAL NAME OF COMPANY:			YRS IN BUSINESS:		
CURRENT ADDRESS:		CITY:	STATE:	ZIP CODE	
BILLING ADDRESS:		CITY:	STATE:	ZIP CODE	
TELEPHONE-NUMBER: ( )	FAX NUMBER: ( )	FEDERAL ID OR SSN:		CREDIT LIMIT REQUESTED:	
NEW MEXICO CRS TAX NUMBER:	TYPE OF BUSINESS: GENERAL CONTRACTOR <input type="checkbox"/> SUB-CONTRACTOR <input type="checkbox"/> HOME BUILDER <input type="checkbox"/> WHOLESALE RETAILER <input type="checkbox"/>				
TYPE OF OWNERSHIP:	CORPORATION PARTNERSHIP INDIVIDUAL OTHER	SPECIFY IF OTHER:	PRIMARY NATURE OF BUSINESS:		

## OWNERSHIP INFORMATION

PLEASE LIST NAMES OF OWNERS, PARTNERS OR OFFICERS OF COMPANY:

NAME OF OWNER/PRINCIPLE	ADDRESSES	SSN	TITLE	HOME PHONE NUMBER
1)				
2)				
3)				
4)				

## TRADE REFERENCES

PLEASE LIST FOUR (4) TRADE REFERENCES WITH CORRECT PHONE NUMBERS AND FAX NUMBERS

BUSINESS NAME	ADDRESS	CITY, STATE, ZIP	AREA-CODE - PHONE NUMBER	FAX NUMBER	ACCOUNT #
1)					
2)					
3)					
4)					

## OTHER INFORMATION

ARE YOU TAX-EXEMPT?	IF SO, PLEASE PROVIDE TAX CERTIFICATE WITH APPLICATION
DO YOU REQUIRE PURCHASE ORDERS:?	HAVE YOU EVER FILED FOR BANKRUPTCY?
PLEASE PROVIDE A LIST OF NAMES WHO ARE AUTHORIZED TO SIGN ON YOUR ACCOUNT OR GIVE PURCHASE ORDERS	

## BANK INFORMATION

BANK NAME:	BANK ADDRESS:	CITY:	STATE:	ZIP CODE:
BANK PHONE NUMBER: ( )	BANK OFFICER:			

SIGNING THIS AGREEMENT GIVES AUTHORIZATION FOR MY BANK TO RELEASE INFORMATION ON MY ACCOUNTS FOR THE PURPOSE OF OBTAINING CREDIT WITH THIS COMPANY.

## LICENSE INFORMATION

DRIVER'S LICENSE #:	TYPE:	STATE:
ADDRESS ON LICENSE:	BIRTHDATE:	EXPIRATION DATE:
***IF YOU ARE A CONTRACTOR LICENSED IN NEW MEXICO, PLEASE COMPLETE THE FOLLOWING:		
TYPE OF LICENSE:	EXPIRATION DATE:	
LICENSE NUMBER:	NAME OF LICENSE:	

## INSURANCE BOND INFORMATION

BONDING COMPANY:	INSURANCE AGENT:	TELEPHONE NUMBER: ( )
POLICY NUMBER:	AGENTS ADDRESS:	CITY: STATE: ZIP CODE:

Form F-904

\*\*\*THIS SECTION DOES NOT APPLY TO DELIVERED OR PICKED UP FOR GOVERNMENT OR EXEMPTED PROJECTS.



## CREDIT AGREEMENT AND GUARANTY

I, \_\_\_\_\_, residing at \_\_\_\_\_, for and in consideration of your extending credit at my request to \_\_\_\_\_ (the "Company") of which I am \_\_\_\_\_ (TITLE), hereby confirm the Company's agreement to timely pay **DWS Building Supply ("DWS"), 6050 Lockett Ct, El Paso, Texas 79932** any and all obligations and indebtednesses of the Company owed to DWS, including without limitation for any credit sales of goods and/or services (collectively, the "Obligations"). In addition, I hereby personally, absolutely, unconditionally, and irrevocably guarantee to DWS the payment and performance of the Obligations. In addition, I am executing this instrument on behalf of the Company. The Obligations shall include any and all collection fees, attorney's fees, and collection costs and fees. This agreement may not be changed, modified or terminated either in whole or in part, except by initialing herein or by an agreement in writing signed by all parties. Any request for change, modification or termination of this agreement must be sent by certified mail with return receipt. By signing this agreement, the undersigned, individually and on behalf of the Company, hereby consents to and authorizes DWS to investigate their respective credit, employment, income and any matters DWS deems necessary to make a sound credit decision. \_\_\_\_\_ (initials).

## CREDIT POLICIES AND PAYMENT TERMS

In consideration of the extension of credit by DWS, the Company agrees as follows:

1. The Company will notify DWS in writing of any invoices/charges disputed by the following fifteenth days from invoice date. Failure to notify DWS in writing shall mean that Company agrees that the charges reflected on said billings are correct.
2. The Company cannot return merchandise without DWS's authorization. A restocking charge of 20% will be charged for all merchandise returned to the yard. If DWS picks up material, a \$50.00 freight charge will apply. This charge will be waived when the DWS is in error. DWS reserves the right to not accept returned items that are damaged or items that are custom made or manufactured according to the Company's request.
3. The Company agrees to immediately notify DWS in writing of any change of ownership or form of business of the Company.
4. The Company agrees to provide a complete address of each job site that materials is being purchased for, whether delivered by DWS or picked up by the Company or their representatives. Furthermore, the Company agrees to the terms and conditions contained on all invoices, delivery tickets and related documents. DWS reserves the right to put the account on hold if there are credit limits or amounts become past due from invoice date.
5. The Company agrees to the payment terms set forth by DWS. All invoices are due Net 30 days from date of invoice. *This will not pertain to weekly and bi-weekly accounts.*
6. A 1.5% per month service charge for past due amounts will be applied for any invoices that exceed the due date.
7. A 3% Convenience Charge will be added to all payments on account if the payments are made with credit card.
8. A \$30.00 will be charged to the Company's account if a payment check is returned by its financial institution as not paid.



- 9. Past due notices will be sent out every month that the account exceeds 30 days. *This will not pertain to weekly and bi-weekly accounts.*
- 10. Regardless of the Company's individual credit terms, DWS reserves the right to take appropriate steps to comply with lien and/or bond claim procedures for materials so as to comply with the applicable laws.
- 11. Regardless of the Company's individual credit terms, if the account is delinquent, it may be turned over to a collection agency.
- 12. DWS will be mailing out statements of account at the end of the month. *Invoice is due from the date specified on the invoice, not from the billing statement.*
- 13. Should DWS not charge sales tax, the Company is liable for the use tax.
- 14. **DWS disclaims any and all express or implied warranties of any kind, including without limitation any implied warranties of merchantability or fitness for a particular purpose, any warranty of suitability, or any warranty of result, with respect to the purchases and underlying goods and/or services.** DWS shall not in any case be liable for consequential, incidental, or other special damages of any kind. DWS shall not be liable for any delay, damage, destruction, liability, injury, or harm resulting in whole or part from any Act of God, casualty, force majeure, or other cause beyond the reasonable control of DWS. DWS is authorized to furnish information concerning credit experience to credit reporting agencies and other who may lawfully receive such information.

**Should you have any questions regarding DWS' credit policies you can call our credit department at 915-351-7300**

For DWS Building Supply internal use only  
Terms of Credit Agreement

Weekly                     
  Bi-Weekly                     
  Net 30<sup>th</sup>                     
 (From Invoice Date)                     
  Other

Credit Limit Extended: \_\_\_\_\_

\_\_\_\_\_  
 (Print Name of Principal or Officer) (Date)

\_\_\_\_\_  
 (Principal or Officer Signature) (Date)

\_\_\_\_\_  
 (Principal or Officer Social Security Number)

\_\_\_\_\_  
 (DWS Credit Manager Name and Signature)