



C3 Surfaces, Inc

1000 Spinks Rd, Flower Mound, TX 75028
Phone: (972) 691-8583 Ext: 109 FAX: (972)-355-1373

CREDIT APPLICATION PACKAGE

INSTRUCTIONS

- Type or legibly print all information requested on the Credit Application.
 - If your company is NOT a publicly held corporation, we will require a Personal Guaranty Agreement be executed. A representative of C3 surfaces, Inc. must either witness this Guaranty Agreement or the ACKNOWLEDGEMENT Form must be executed.
 - If you do not pay sales tax; we must have a completed and signed Sales Tax Resale or Exemption Certificate on file. NOTE: WE MUST HAVE THE NAME OF THE COUNTY IN WHICH YOUR COMPANY IS LOCATED. **
 - On all requests for credit of \$75,000 or greater, we must have your most recent financial Statements (i.e. Balance Sheet, Profit & Loss Statement, Statement of Cash Flow, etc.).
- * To speed processing of your Credit Application, you may FAX the completed documents, including Personal Guaranty, to **(972)-355-1373**.

The original documents must be mailed and received by C3 Surfaces, Inc. at the address above prior to establishing an open account.

Thank you for your interest in C3 Surfaces, Inc.

****PLEASE NOTE:**

If you are purchasing material from us to be resold in its original form, please complete the TEXAS RESALE CERTIFICATE.

If you are purchasing material from us to be used in the manufacture of a product for resale, please Complete the TEXAS SALES AND USE TAX EXEMPTION CERTIFICATE.

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Credit Application

PLEASE TYPE OR PRINT LEGIBLY

Date: _____

Business Information

Firm Name: _____ Date Established: _____
Billing Address: _____ City: _____
Delivery Address (If Different): _____ County: _____
Phone #: (____) _____ State/Zip: _____
Fax #: (____) _____ Number of Employees: _____

Business Structure: Proprietorship Partnership Corporation (State: _____)

Type of Business (Please indicate the primary area of business below):

- | | |
|--|---|
| <input type="checkbox"/> CABINET SHOP | <input type="checkbox"/> INTERIOR FINISH CONTRACTOR |
| <input type="checkbox"/> COMMERCIAL MILLWORK | <input type="checkbox"/> FURNITURE MANUFACTURING |
| <input type="checkbox"/> INSTITUTIONAL | <input type="checkbox"/> GENERAL CONTRACTOR |
| <input type="checkbox"/> RETAIL TRADE | <input type="checkbox"/> HOME BUILDER |
| <input type="checkbox"/> COUNTER TOP MANUFACTURING | <input type="checkbox"/> EXHIBITS & SIGN MFG |
| <input type="checkbox"/> OTHER (SPECIFY): _____ | |
| <input type="checkbox"/> EXHIBITS & SIGN MFG. | |

Estimated Annual Sales: \$ _____ Amount of Credit Requested: \$ _____

Company Principals Responsible For Business Transactions

List the home address, zip code and Social Security number for each principal

By Providing SS Numbers, the above principal(s) consent to C3 Surfaces, Inc. obtaining consumer credit report(s)

Trade References

List at least three references. If no business, please give personal references

TRADE: _____	PH# _____
	FAX# _____
TRADE: _____	PH# _____
	FAX# _____
TRADE: _____	PH# _____
	FAX# _____

Bank Reference

Name: _____ Phone #: _____
Address: _____ Bank Officer: _____
Checking Account #: _____ Loan #: _____

In order to induce C3 Surfaces, Inc. (C3) to extend credit to the above named firm ("Purchaser"), the undersigned Purchaser agrees to pay at the offices of C3, in Flower Mound, Denton County, Texas, all charges within the terms of sale to Purchaser by C3 on each sales invoice, together with renewals and extensions thereof, and further agrees to pay interest at the maximum legal rate on all invoices that remain unpaid 30 days after the due date, and reasonable attorney fees and other costs incurred for collection. Purchaser further consents to the terms and conditions of the Personal Guaranty Agreement. **PLEASE SIGN ON THE REVERSE SIDE AND ATTACH A COPY OF YOUR MOST RECENT FINANCIAL STATEMENT.**

PURCHASER SIGNATURE

TITLE

ACKNOWLEDGEMENT

THE STATE OF _____)
COUNTY OF _____)

BEFORE ME, the undersigned authority, on this day personally appeared _____,,
known to me to be the person whose name is subscribed to that certain Personal Guaranty Agreement
executed on _____. 20__, and acknowledged to me that he/she executed the same for the
purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 20__.

NOTARY PUBLIC, IN AND FOR
_____ COUNTY,
STATE OF _____

AUTHORIZATION TO RELEASE ACCOUNT INFORMATION

Please accept this as my/our authorization to release to C3 Surfaces, Inc. any information requested in their credit inquiry.

Company Name

Account Number

Typed Name of Authorized Signer

Title of Authorized Signer

Signature of Authorized Signer

Date

TO OUR CUSTOMER

It has become necessary for us to have the above form completed so that your bank will release credit information to us. Please complete, sign and return to us with your application for credit.

Thank you for your cooperation,

C3 Surfaces, Inc.

PERSONAL GUARANTY AGREEMENT

For the consideration of the extension of credit to (the "Purchaser") I/we, the undersigned, hereinafter called the "Guarantor" (if singularly, or "guarantors" if plural) guarantee payment at the office of C3 Surfaces, Inc. (herein called "C3"), in Flower Mound, Denton County, Texas, of all charges (hereinafter call the "Indebtedness") within the terms of sale to the Purchaser by C3 on each sales invoice issued by C3, together with all renewals and extensions thereof. I/we further agree to pay interest at the maximum legal rate on all invoices that remain unpaid on the last day of the month in which the invoice was due, computed from the date of the invoice until and including the date paid on the basis of a year consisting of 360 days, and all reasonable attorney fees, court costs and costs of collection incurred in the enforcement of any of our rights hereunder or in the collection of any Indebtedness or obligation guaranteed hereunder.

Guarantors hereby severally waive notice of acceptance of this guaranty and all other notices in connection herewith or in connection with the Indebtedness or obligations guaranteed hereby, and waive diligence, presentment, protest, and suit on the part of C3 in the collection of any Indebtedness or obligation hereby guaranteed, and agree that C3 shall not be required to first endeavor to collect from Purchaser any Indebtedness or obligation hereby guaranteed, or to foreclose, proceed against, or exhaust any collateral or security for any Indebtedness or obligation hereby guaranteed, before requiring Guarantors, or any of them, to pay the full amount of the liability hereby created. Suit may be brought and maintained against any one or more of the undersigned Guarantors at the election of C3, without joinder of Purchaser or the other undersigned Guarantors as parties thereto. If any sum due C3 by Guarantors hereunder is placed in the hands of any attorney for collection, or is collected through probate, bankruptcy or other court proceeding, then the undersigned Guarantors, jointly and severally, promise to pay C3 all attorney's fees and costs incurred in collection costs under this Personal Guaranty.

This guaranty is continuing and shall continue to apply notwithstanding (i) any change in the name, ownership, management or control of Purchaser, or (ii) any change in the form of entity of Purchaser, whether proprietorship, corporation, joint venture or partnership, or (iii) any change in the membership of any joint venture or partnership; and this guaranty shall continue without regard to the form or amount of Indebtedness or obligation guaranteed which Purchaser may create, renew, extend, or alter, in whole or in part, without notice to Guarantor's.

C3 may surrender, release, exchange or alter any collateral or security for any Indebtedness or obligation hereby guaranteed without affecting the liability of Guarantors under this guaranty agreement and this guaranty shall continue effective notwithstanding any legal disability of Purchaser to incur any Indebtedness or obligation incurred to C3.

Whenever Guarantors shall pay any sum which may become due C3 under the terms of this guaranty agreement, notice in writing shall be delivered to C3 at the time of such payment that the said payment has been made by Guarantors, and in the absence of such notice, any sum received by C3 on account of any Indebtedness or obligation hereby guaranteed shall be conclusively deemed paid by Purchaser. All sums paid to C3 by Guarantors may be applied by C3 at its discretion upon any Indebtedness or obligation hereby guaranteed.

This guaranty agreement shall continue to bind Guarantors, jointly and severally, until C3 shall have received notice in writing from any of the undersigned Guarantors that the person giving such notice elects no longer to be bound by this guaranty agreement, after which time, this guaranty agreement shall bind the person giving such notice only as to the Indebtedness and obligations of Purchaser to C3 which are then existing and as to all renewals and extensions thereof, in whole or in part whenever made, but this guaranty agreement shall continue in full force and effect as to all other of the undersigned Guarantors not giving such written notice.

In the event of the death of any of the undersigned Guarantors, this guaranty agreement shall bind the decedent, his heirs, executors and administrators only as the Indebtedness and obligations of Purchaser to C3 which are existing at the time notice in writing of such death is received by C3 and as to all renewals and extensions thereof, in whole or in part whenever made, but this guaranty agreement shall continue in full force and effect as to all other of the undersigned Guarantors.

No notice shall be deemed received by C3 unless and until a representative of C3 has acknowledged receipt thereof in writing.

Each of the undersigned Guarantors acknowledges that this guaranty agreement is operating and binding as to him without reference to whether it is signed by any other person or persons and without reference to whether it is signed by any other person under any legal disability to sign the same; and that his/her liability hereunder shall be cumulative and in addition to any other liability to C3, whether the same is incurred through the execution of a similar guaranty agreement, through endorsement, or otherwise.

C3 may assign its rights hereunder in whole or in part and upon any such assignment all the terms and provisions of this guaranty agreement shall inure to the benefit of such assignee, to the extent so assigned.

C3 is relying and is entitled to rely upon each and all of the provisions of this guaranty agreement; and accordingly, if any provision or provisions of this guaranty agreement should be held to be invalid or ineffective, then all other provisions shall continue in full force and effect notwithstanding.

This guaranty agreement shall be governed by and construed in accordance with the laws of the State of Texas.

We each represent and warrant the accuracy of the information in the Credit Application on the reverse side.

Date: _____

Guarantor _____

Witness: _____

SS#: _____

Date: _____

Guarantor: _____

Witness: _____

SS#: _____

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TERMS:

Terms will be specified at the time your account is opened.

LATE PAYMENT CHARGES:

A 1.5% PER. MONTH (18% PER ANNUM) SERVICE CHARGE WILL BE ADDED TO ALL PAST DUE ACCOUNTS ALL ACCOUNTS ARE DUE AND PAYABLE AT THE OFFICES OF C3 SURFACES, INC. DENTON COUNTY, FLOWER MOUND, TEXAS.

RETURNS:

Merchandise returned to stock will be accepted only when authorized by us and will be subject to a 20% re-stocking change.

CONDITIONS OF SALE:

In case of dispute over the grade or tally of material sold, the shipment must be held intact until an inspection is made and settlement agreed upon. Claims must be filed with us, in writing, within Five (5) days after goods are received. Failure to make a claim within the five day period or to maintain the shipment intact until an inspection is made shall result in the claim being denied.

In case of transfer of business, insolvency or suit by any other creditor, account becomes immediately due and payable without further demand.

An order may be cancelled upon mutual agreement because of excessive shipping delays, change of business, death or unavoidable cause, if not already loaded or en route. An order may not be cancelled after loading has begun or special stock have been ordered or manufactured to order or because of price conditions.

If an order is incorrect in any particular, notify us at once, as we will not be responsible for any changes, errors or omissions.