



W I L L B A N K S  
M E T A L S

1155 N.E. 28th Street  
Fort Worth, Texas 76106  
p: (817) 625-6161  
f: (817) 625-8487  
tf: (800) 772-2352  
willbanksmetals.com

Dear Customer:

Thank you for your interest in Willbanks Metals, Inc. In response to your request for a Net 30 credit account, please be advised of our three requirements for all new Net 30 accounts, as detailed below:

1. Credit Application (form enclosed)
2. Tax Exemption Certificate (form enclosed)
3. Personal Guaranty and Financial Statement (form enclosed)

When we have received all three completed forms, we will process your application for credit as promptly as possible and with complete confidentiality.

If, for any reason, we are unable to extend credit to you now, we will of course, continue to welcome your business on a COD basis. We appreciate your business!

Yours very truly,  
WILLBANKS METALS, INC.

Robert Gomez,  
Credit Manager



## CREDIT APPLICATION (Pt 1)

Date				
Customer Name				
Mail to				
	Address	City	State	Zip
Deliver to				

Phone	Fax	Email
Year Established	Years at present location	
Type of business	ID or SS #	
Corporation	State	
Partnership	No. of partners	
Proprietorship		
Credit Limit requested		
Note:	We accept ACH Payments and Wire Transfers. Please send request to <a href="mailto:credit@willbanksmetals.com">credit@willbanksmetals.com</a>	

**Sales Tax** Note: Please complete attached certificate if any purchases are exempt.

All purchases taxable	Some purchases exempt	All purchases exempt
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**Key Officers or Principals in the Business**

Name	Title	Address

**Bank Information**

Bank Name	Phone	Fax
Bank Officer	Account No's.	

**Trade References – Four Required**

Company	Address, City, State	Zip	Phone	Fax
1				
2				
3				
4				
5				

Applicant hereby requests that Willbanks Metals, Inc. extend credit to it for goods, wares, merchandise, and/or services for Applicant as may be approved by Willbanks Metals, Inc., upon the following terms and conditions. Applicant agrees to pay Willbanks Metals, Inc., or its respective divisions at its business office address shown above in Tarrant County all indebtedness of whatever kind of nature now or hereafter, owing by Applicant to Willbanks Metals, Inc. Applicant authorizes Willbanks Metals, Inc. to check all credit and business associations without recourse. Applicant agrees and understands that the terms of Willbanks Metals, Inc. are:

- Current Billings are payable Net 30 days from shipment/or date of invoice.
- Applicant agrees that if any payment is not made when due and collection of any amount is placed in the hands of an attorney for collection, or suit is filed thereon or proceedings are had in probate, bankruptcy, receivership, arrangement or other legal proceedings for collection of any such amount, Applicant agrees to pay costs and expenses of collection, including reasonable attorney's fees.
- The "Finance Charge", a charge for late payment shall be computed by multiplying the total of invoices times the maximum rate allowed by law.
- Applicant agrees and understands that it grants Willbanks Metals, Inc. a security interest in and to any and all goods and materials sold and delivered to Applicant by Willbanks Metals, Inc. to secure performance and payment of all obligations and indebtedness from Applicant to Willbanks Metals, Inc.
- Applicant understands and agrees that all material returned for credit must be with prior approval and shall be subject to a normal restocking charge. Any invoice not paid by the end of the month following the month of purchase will be considered subject to a finance charge.

NOTICE TO APPLICANT: DO NOT SIGN THIS CREDIT AGREEMENT BEFORE YOU READ IT. YOU ARE ENTITLED TO A COPY OF THE CREDIT AGREEMENT YOU SIGN. APPLICANT ACKNOWLEDGES RECEIPT OF A COPY OF THIS FOREGOING CREDIT AGREEMENT TO PROTECT HIS LEGAL RIGHTS.

**NOTE: SIGNATURE IS REQUIRED BEFORE CREDIT CAN BE APPROVED!**

Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_ Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_



## CREDIT APPLICATION (Pt 2)

Balance Sheet	As of		(Date)
Cash	\$	Accounts Payable	\$
Accounts Receivable	\$	Accrued Expense	\$
Inventory	\$	Mortgage Payable (due 1 yr)	\$
Other Current Assets	\$	Notes Payable (due 1 yr)	\$
<b>CURRENT ASSETS</b>	<b>\$</b>	<b>CURRENT LIABILITIES</b>	<b>\$</b>
		Mortgage Payable (after 1 yr)	\$
Machinery & Equip.	\$	Notes Payable (after 1 yr)	\$
Land & Bldg.	\$	Other L-T Liabilities	\$
Office Furniture	\$	Capital Stock	\$
Less: Depreciation	\$	Earned Surplus	\$
Other Assets	\$	Net Worth	\$
<b>TOTAL ASSETS</b>	<b>\$</b>	<b>TOTAL LIABILITIES &amp; CAPITAL</b>	<b>\$</b>

Total Amount of Secured Debt	\$
Machinery – Inventory – Receivables	\$
Real Estate	\$
Annual Sales	\$
Operating Profit (Before Taxes & Interest)	\$

### GUARANTY

For the purpose of inducing Willbanks Metals, Inc., to extend credit to Applicant as above provided, the undersigned (Herein called "Guarantor" whether one or more) unconditionally guarantees the prompt and full payment to Willbanks Metals, Inc., when due of all indebtedness of whatever kind or nature (including, without limitation, principal, interest, and attorneys' fees) now or hereafter owing by Applicant to Willbanks Metals, Inc. Should Applicant for any reason fail to pay any such indebtedness when due, Guarantor promises to pay the same upon demand to Willbanks Metals, Inc., at 900 NE 29<sup>th</sup> Street, Fort Worth, Texas 76106. This is a continuing guaranty remaining in effect until revoked by written notice delivered to Willbanks Metals, Inc. However, revocation will not in any way affect the obligation of Guarantor to Willbanks Metals, Inc., with respect to debts or liabilities of Applicant created or incurred prior to receipt by Willbanks Metals, Inc., of such notice. Guarantor waives notice of acceptance of this guaranty and also presentment, demand, protest, notice of protest, notice of intention to accelerate and of acceleration and notice of dishonor of any obligation guaranteed hereby. No extension of time or other indulgence granted by Willbanks Metals, Inc., to Applicant or Guarantor, or either of them, will release or affect the obligations of Guarantor and no omission or delay on the part of Willbanks Metals, Inc., in exercising any right hereunder or in taking any action to collect or enforce payment of any obligation guaranteed hereby will be a waiver of any such right or release or affect the obligations of Guarantor hereunder. Guarantor agrees to pay Willbanks Metals, Inc., reasonable attorneys' fees and all costs and expense of collection whenever Willbanks Metals, Inc. employs an attorney to enforce any obligation of Guarantor under this guaranty, whether by suit or other means.

Guarantor: \_\_\_\_\_ Print Name: \_\_\_\_\_

Date: \_\_\_\_\_



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

TO:  
WILLBANKS METALS, INC.  
1155 NE 28<sup>TH</sup> STREET  
FORT WORTH, TX 76106  
FAX #: (817) 625-6169

SUBJECT: Texas Limited Sales, Excise & Use

Gentlemen:

The undersigned purchaser hereby certifies to the above named seller that:

Purchaser holds a valid Permit No. , issued under the Limited Sales, Excise and Use Tax Act of the State of Texas, which permit has not been revoked or suspended.

That the tangible personal property purchased on each order heretofore given you and on each order that shall hereafter be given you, unless such order otherwise specifies, and until this notice and certification is revoked in writing is exempt from the Texas Limited Sales, Excise and Use Tax as being tangible personal property purchased for:

- a. Resale, leasing, or renting without change in form;
- b. To be consumed in or incorporated as a material or component part of other tangible personal property to be produced for sale by manufacturing, processing, fabricating, assembling, or refining.

Purchaser further certifies that he will assume liability of payment direct to the State of Texas of any tax which may become due if any tangible personal property so purchased is used in such a manner as to render the sale subject to tax.

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
City                      State                      Zip Code

\_\_\_\_\_  
By: