



Prospective Customer Information

Date: _____ PGI Sales Rep: _____

Customer: _____

Address: _____ Mailing: _____

Phone: _____ Fax: _____

Primary Contact: _____ Email: _____

Purchasing Contact: _____ Email: _____

Authorized Purchasers: _____

Purchase Orders Required: Yes No

Required by project: Yes No

Receiving Days: _____

Receiving Hours: _____

Receiving Contact: _____

Email: _____

Forklift Capabilities: Yes No

Payables Contact: _____

Email: _____



Commercial Credit Application

Please fill out this form completely and return in to us as soon as possible. Allow 3-5 business days for application processing. **Incomplete applications will not be processed.**

After completing, email all documents to credit@precisionglassindustries.com

All credit sales by Precision Glass Industries, LLC ("PGI") to the Customer ("Buyer") submitting this form are subject to the terms and conditions of this application/agreement. Please sign and date this application as noted to indicate your acceptance of these terms and conditions.

LegalCompanyName: _____

Other Names or DBA Name: _____

Parent Company Name: _____

Business Start Date: _____

Taxable: YES / NO (Circle One) Please attach a Tax Exempt Certificate if Applicable

Federal Tax Identification Number: _____

Relationship to Parent (Branch, Subsidiary, Division, etc.): _____

Street Address: _____

City: _____ State: _____ Zip Code: _____ P.O. Box: _____

Billing Address: _____

City: _____ State: _____ Zip Code: _____ P.O. Box: _____

Names and Titles of Company Principals:

Telephone Number: (_____) _____ Fax Number:(_____) _____

A/P Contact Name and Title: _____

Email address: _____

Financial Information

Bank Name: _____ Bank Phone: (_____) _____

Account Number(s): _____

Address: _____ City: _____ State: _____ Zip Code: _____

Contact Name: _____

Trade References (at least two major open account suppliers):

1. Name: _____ Phone: (_____) _____

Address: _____ City: _____ State: _____ Zip Code: _____

2. Name: _____ Phone: (_____) _____

Address: _____ City: _____ State: _____ Zip Code: _____

Estimated Monthly or Projected Credit Required: _____

Terms and Conditions

All sales of goods by Precision Glass Industries, LLC (which are referred to together in this application as "PGI") to the customer submitting this form ("Customer") are subject to the terms and conditions on both sides of this application/agreement form. Please have an authorized representative of the Customer sign and date this form to confirm the Customer's agreement to these terms and conditions.

Terms - Customer may submit orders to PGI electronically or in writing at prices quoted by PGI. PGI may accept or reject any order. All sales by PGI to Customer are subject to the terms and conditions set forth on both sides of this form. A binding contract will arise only when PGI confirms the customer's order or begins execution of the customer's order, as price quotations or other communications from PGI do not constitute offers. No terms contained in any purchase order or other document submitted by Customer will vary or amend the provisions of this form. No PGI employee has authority to change the terms of this agreement or to provide special discounts or rebates without specific written authorization from a corporate officer addressed to Customer.

Delivery and Quantity - Information about delivery periods is indicative and non-binding unless a written confirmation from PGI expressly states the contrary. Partial deliveries are permitted.

Payment and Credit; Expenses - Customer will pay for all goods ordered on its behalf and delivered by PGI 30 days from the date of the invoice. PGI may establish the credit terms for Customer, and may change those terms, create or change credit limits or cease extending credit from time to time in its sole discretion. Customer will pay all costs for: special packing, shipping or other handling requested by Customer and agreed to by PGI, extra charges of carriers for Customer delays in unloading trucks or containers and other special costs incurred by PGI as a result of special actions or requests by Customer.

Late Payments: Consequences and Cost of Enforcement - If the Customer fails to make a payment when due, this constitutes a fundamental breach of the contract and: (a) all amounts outstanding to PGI will become due immediately; (b) PGI has the right to cancel any pending orders; and (c) Customer will pay interest on all amounts outstanding to PGI at a rate equal to the lesser of 2% per month or the highest rate permitted by applicable law, all without prejudice to any other rights PGI may have, including any right to claim actual damages. Customer will pay all costs of collection of any amounts due to PGI, and all costs of collection, including court costs, reasonable fees and charges of attorneys and their firms (or in-house counsel) and other expenses. Returned checks will result in a \$25.00 fee per check, per deposit.

Risk of Loss - The risk of loss of all goods purchased by Customer passes to Customer as follows: if the goods are picked up by the Customer or shipped by carrier arranged by the Customer, risk of loss passes when the goods loaded on the truck at PGI's facility; if PGI arranges shipping, risk of loss passes when the goods are available for unloading at Customer's location.

Limits on Warranties and Damages - PGI warrants that the goods will be as described on the written order confirmation (or, if there is no written order confirmation, on the invoice), subject to tolerances and variations consistent with usages of the trade and with factory practices concerning dimensions, tolerances and variations consistent with practical testing and inspection methods. For certain fabricated products, PGI may provide additional warranties on preprinted forms provided to the Customer. THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED; THERE ARE NO WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE AND NO WARRANTIES OF MERCHANTABILITY. No PGI employee has authority to change PGI's warranties without specific written authorization from a corporate officer addressed to Customer. PGI shall have no liability for defects, whether hidden or apparent, resulting from the improper use, installation, processing or treatment of the goods. The Customer shall be liable for any loss resulting from any failure to apply all professional standards, customary instructions and written instructions from PGI, if any, in relation to the goods. PGI will not be liable for damage caused to third parties, or for consequential or indirect loss. PGI's sole liability under warranty or contract, or on any other basis, is limited to either replacement of the product or a refund of the purchase price at PGI's sole option; PGI will not be liable for labor costs or for consequential damages under any circumstances. Nothing in this paragraph excludes or restricts liability for death or personal injury resulting from PGI's negligence.

Deadlines for Inspection and Claims - Customer will check each delivery from PGI, and will notify PGI of, and will note in writing on the packing slip any discrepancies between the delivery and the packing slip (including breakage or scratches), and will sign the note and have the driver sign the note, before the driver leaves Customer's premises; otherwise PGI will not give credit for any discrepancies. Customer will inspect all goods purchased immediately and in any event before Customer installs the goods. Customer will retain defective goods for inspection by PGI for one (1) week after notifying PGI of the damage or defect, or longer if so requested by PGI, and will return such goods to PGI at PGI's request and expense. PGI will have no liability whatsoever for any defect or non-conformity that is not notified, or if the relevant goods are not made available for inspection, in the manner required by this paragraph.

Purchase Money Security Interest - Customer grants to PGI a security interest in all goods sold by PGI to Customer, and all proceeds and products thereof, to secure payment of the price of such goods and the interest and costs of collection described in paragraph 4 above. This security interest is a purchase money security interest. Customer authorizes PGI to file financing statements in connection with this security interest.

Waivers and Unforeseen Events (Force Majeure) - No waiver by either party of a default will not be considered a continuing waiver, but applies only to the specific provision and specific occurrence identified in the waiver. PGI will not be responsible for delays or other failures to perform caused by riots, wars, strikes, natural disasters, acts of God or other causes beyond PGI's control.

Governing Law and Litigation - This Agreement and the business relationship between PGI and Customer will be governed by Texas law (applied without regard to Texas' conflicts of law principles). The parties agree to the non-exclusive jurisdiction of the State and Federal courts for Harris County, Texas to hear any disputes relating to transactions between the parties, or these Terms and Conditions, without prejudice to PGI's right to bring litigation in the courts of Customer's location.

Packaging and Transport Materials - When the order confirmation, delivery document or other written instruction from PGI so indicates, packaging and transport materials remain the property of PGI, and the Customer shall return all such materials without delay in good condition. Customer will pay upon receipt of an invoice for any materials not returned within 5 days after a written request from PGI.

Bankruptcy - If the Customer becomes insolvent, files a voluntary bankruptcy proceeding, or has an involuntary bankruptcy petition filed against it without obtaining discharge of that petition within 75 days, or has a receiver appointed over all or any of its assets, then PGI will have the right to terminate all orders and contracts by notifying the Customer to that effect, without prejudice to PGI's right to payment of the price of delivered goods and any damages PGI might suffer.

Special Services or Products - Special services or products, such as fabrication by PGI of glass provided by the customer, will be subject to additional terms and conditions established by PGI for the particular operation.

Miscellaneous - Customer will pay all sales, use, excise and other taxes, and tariffs and duties, due with respect to sales by PGI. Customer may not assign any order or contract without PGI's written consent.

BY SIGNING THIS APPLICATION/AGREEMENT, CUSTOMER AGREES TO ALL OF THE PROVISIONS ON BOTH SIDES, AND REPRESENTS AND WARRANTS TO PGI THAT IT HAS CAREFULLY REVIEWED THIS ENTIRE FORM (INCLUDING THE DISCLAIMER OF WARRANTIES IN PARAGRAPH 6), THAT ALL THE INFORMATION PROVIDED BY CUSTOMER ON THIS FORM IS CORRECT AND COMPLETE AND THAT THIS AGREEMENT IS DULY AUTHORIZED BY CUSTOMER

Signature: _____ Date: _____

Print Name: _____ Title: _____

PERSONAL GUARANTEE

In consideration of creditor extending credit to customer, the undersigned personally and individually guarantee unconditionally full and prompt payment of past, present and future obligations and terms due to creditor from customer, and/or any successor in interest (corporate/non corporate) to customer's business, hereby waiving notice of acceptance of this guaranty, notice of rendering services and/or sale of goods provided customer by creditor and notice of default or change or extension of credit terms. The undersigned extension(s) consent to any of time for payment and asset that is a continuing guaranty of payment to creditor until revoked in writing. Any married individual signatory to this application represents that any credit granted pursuant to the subject account is an obligation incurred in the interest of his or her marriage of family. All Parents or Officers of customer should sign and be bound personally.

Print Name: _____ SSN: _____ Signature: _____

Print Name: _____ SSN: _____ Signature: _____



Texas Sales and Use Tax Resale Certificate

| | | | | | | | | | | | | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|--|--|--|--|--|--|--|--|--|--|--|
| Name of purchaser, firm or agency as shown on permit | Phone (Area code and number) | | | | | | | | | | | |
| Address (Street & number, P.O. Box or Route number) | | | | | | | | | | | | |
| City, State, ZIP code | | | | | | | | | | | | |
| Texas Sales and Use Tax Permit Number (must contain 11 digits) | | | | | | | | | | | | |
| <table border="1" style="width: 100%; height: 20px; border-collapse: collapse;"> <tr> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> </tr> </table> | | | | | | | | | | | | |
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| Out-of-state retailer's registration number or Federal Taxpayers Registry (RFC) number for retailers based in Mexico | | | | | | | | | | | | |
| <table border="1" style="width: 100%; height: 20px; border-collapse: collapse;"> <tr> <td style="width: 100%;"></td> </tr> </table> | | | | | | | | | | | | |
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| <i>(Retailers based in Mexico must also provide a copy of their Mexico registration form to the seller.)</i> | | | | | | | | | | | | |

I, the purchaser named above, claim the right to make a non-taxable purchase (for resale of the taxable items described below or on the attached order or invoice) from:

Seller: _____

Street address: _____

City, State, ZIP code: _____

Description of items to be purchased on the attached order or invoice:

Description of the type of business activity generally engaged in or type of items normally sold by the purchaser:

The taxable items described above, or on the attached order or invoice, will be resold, rented or leased by me within the geographical limits of the United States of America, its territories and possessions or within the geographical limits of the United Mexican States, in their present form or attached to other taxable items to be sold.

I understand that if I make any use of the items other than retention, demonstration or display while holding them for sale, lease or rental, I must pay sales tax on the items at the time of use based upon either the purchase price or the fair market rental value for the period of time used.

I understand that it is a criminal offense to give a resale certificate to the seller for taxable items that I know, at the time of purchase, are purchased for use rather than for the purpose of resale, lease or rental, and depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.

| | | |
|-----------|-------|------|
| Purchaser | Title | Date |
|-----------|-------|------|

**This certificate should be furnished to the supplier.
Do not send the completed certificate to the Comptroller of Public Accounts.**

Texas Sales and Use Tax Exemption Certification

This certificate does not require a number to be valid.

| | |
|-----------------------------------------------------|------------------------------|
| Name of purchaser, firm or agency | |
| Address (Street & number, P.O. Box or Route number) | Phone (Area code and number) |
| City, State, ZIP code | |

I, the purchaser named above, claim an exemption from payment of sales and use taxes (for the purchase of taxable items described below or on the attached order or invoice) from:

Seller: _____

Street address: _____ City, State, ZIP code: _____

Description of items to be purchased or on the attached order or invoice:

Purchaser claims this exemption for the following reason:

I understand that I will be liable for payment of all state and local sales or use taxes which may become due for failure to comply with the provisions of the Tax Code and/or all applicable law.

I understand that it is a criminal offense to give an exemption certificate to the seller for taxable items that I know, at the time of purchase, will be used in a manner other than that expressed in this certificate, and depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.

| | | |
|-----------|-------|------|
| Purchaser | Title | Date |
|-----------|-------|------|

NOTE: This certificate cannot be issued for the purchase, lease, or rental of a motor vehicle.
THIS CERTIFICATE DOES NOT REQUIRE A NUMBER TO BE VALID.
 Sales and Use Tax "Exemption Numbers" or "Tax Exempt" Numbers do not exist.

**This certificate should be furnished to the supplier.
 Do not send the completed certificate to the Comptroller of Public Accounts.**