



# WHIRLWIND STEEL BUILDINGS, INC.

Whirlwind Buildings Systems | Whirlwind Building Components

PO BOX 75280 | HOUSTON, TX 77234-5280 | 8234 HANSEN ROAD (77075-1089)

Phone: (713) 946-7140 | Fax: (832) 553-4893 | US Wats: (800) 324-9992

Whirlwind Steel Buildings, Inc will be addressed as "WWSB"

Salesperson: \_\_\_\_\_

## CREDIT APPLICATIONS AND SALES AGREEMENT FOR OPEN TERMS

Please complete all pages, sign & date, and give to your Salesperson or fax to the **Credit Department at (832) 553-4893 or Mail to: Whirlwind Steel Buildings, Inc – P.O. Box 75280 – Houston, TX 77234-5280 – Attn: Credit Department.** All invoices are due and payable to Whirlwind Steel Buildings, Inc at the above address, with **COD/CASH** terms applying unless and until other payment terms are approved at the sole discretion of **WWSB'S** Credit Department. **WWSB** shall have the right to increase, decrease, or terminate Applicant's credit privileges under this Application at any time without prior notice to Applicant.

1. Applicant/Company's Legal Name: \_\_\_\_\_ Federal I.D. #: \_\_\_\_\_

2. Street Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

3. Phone: (\_\_\_\_) \_\_\_\_\_ Fax (\_\_\_\_) \_\_\_\_\_ Mobile (\_\_\_\_) \_\_\_\_\_

4. Will purchases be tax exempt? \_\_\_\_\_ **You Must attach a copy of a properly executed Tax Exemption Certificate or Resale Certificate to qualify for Tax Exempt Status.** Will purchases be used for buyer's personal, family or household use? \_\_\_Yes \_\_\_No

5. At present location since \_\_\_\_/\_\_\_\_/\_\_\_\_ Current ownership began \_\_\_\_/\_\_\_\_/\_\_\_\_

6. Have you made purchases from Whirlwind before? \_\_\_ If Yes, Under what Name? \_\_\_\_\_

7. Requested Credit Line \$ \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

8. Company Type? \_\_\_\_\_ Corporation \_\_\_\_\_ Partnership \_\_\_\_\_ Sole Proprietorship \_\_\_\_\_ LLP \_\_\_\_\_ LLC

Other – Please explain \_\_\_\_\_ Are you serving in the military? \_\_\_\_\_ Yes \_\_\_\_\_ No

### (Driver's License Number Required For Company Check Privileges)

9. Owner/President \_\_\_\_\_ D.O.B. \_\_\_\_/\_\_\_\_/\_\_\_\_ D.L. # \_\_\_\_\_

10. Spouse/VP \_\_\_\_\_ D.O.B. \_\_\_\_/\_\_\_\_/\_\_\_\_ D.L. # \_\_\_\_\_

11. Other/Sec'y \_\_\_\_\_ D.O.B. \_\_\_\_/\_\_\_\_/\_\_\_\_ D.L. # \_\_\_\_\_

12 **TRADE REFERENCES: Applicant's Trade References should include ALL Metal Building Companies and material suppliers with whom you have previously done business. Attach additional references on a seperate sheet if necessary.**

1. Name \_\_\_\_\_ Acct # \_\_\_\_\_ Phone # \_\_\_\_\_

Address \_\_\_\_\_ City, State, Zip \_\_\_\_\_

Credit Limit (if known) \_\_\_\_\_ Personal guaranty given \_\_\_\_\_ Yes \_\_\_\_\_ No

2. Name \_\_\_\_\_ Acct # \_\_\_\_\_ Phone # \_\_\_\_\_

Address \_\_\_\_\_ City, State, Zip \_\_\_\_\_

Credit Limit (if known) \_\_\_\_\_ Personal guaranty given \_\_\_\_\_ Yes \_\_\_\_\_ No

3. Name \_\_\_\_\_ Acct # \_\_\_\_\_ Phone # \_\_\_\_\_

Address \_\_\_\_\_ City, State, Zip \_\_\_\_\_

Credit Limit (if known) \_\_\_\_\_ Personal guaranty given \_\_\_\_\_ Yes \_\_\_\_\_ No



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Applicant certifies that the information furnished under this Application and on any financial statements furnished in connection herewith, is true and correct. Applicant acknowledges that this information is being furnished to **WWSB** for the purpose of inducing **WWSB** to extend credit to Applicant, and understands that **WWSB** shall rely upon such information. Applicant agrees to be bound by the terms and conditions contained in this Application, **WWSB's** contract at the time of any order, all invoices issued to the Applicant by **WWSB**, and any other documents furnished by **WWSB** relating to any purchase by Applicant from **WWSB**, all of which are incorporated by reference. Applicant agrees that **WWSB** will retain this Application whether or not it is approved. Applicant hereby authorizes **WWSB** to check any and all Applicant's trade, credit history and bank references for customary credit information, to confirm the information and to release information to other creditors regarding Applicant's credit experience with **WWSB**. The undersigned authorize **WWSB** to request credit information from other sources, pertaining to the business or its owners or officers. The undersigned additionally certifies that he/she has read this page and the previous page of the credit Application and understands and agrees to each and every page. If the Application is faxed to facilitate the credit process, Applicant agrees to send the original to **WWSB** within three days of the fax. Applicant consent to receiving faxes. In the absence of an original, Applicant and **WWSB** agree that a fax shall act as an original.

The undersigned represents and warrants that the undersigned is duly authorized and empowered to enter into this agreement as a binding act of the Applicant.

APPLICANT: \_\_\_\_\_  
(Full Company Name)

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature)

\_\_\_\_\_ Date: \_\_\_\_\_  
(Printed Name)

### GUARANTY OF PAYMENT

The undersigned Guarantor, having a financial interest in Applicant, and benefiting from the transactions contemplated by this Agreement, hereby personally guarantees the payment by Applicant to **WWSB** of all amounts due and owing for any orders Applicant places with **WWSB**. Guarantor expressly waives notice from **WWSB** of its acceptance and reliance on this Guaranty, notice of orders made by Applicant, notice of any default by Applicant, or any notice. The obligations of Guarantor hereunder shall not be affected, modified, waived or impaired upon the happening from time to time of any event. It is intended that this Guaranty is continuing, irrevocable and unlimited, and shall apply to all indebtedness of Applicant, including but not limited to any renewals or extensions of credit given to Applicant by **WWSB**. No set-off, counterclaim, reduction of any obligation, or any defense of any kind or nature that the Guarantor has against Applicant, or that the Applicant has against **WWSB**, shall be available hereunder to the Guarantor against **WWSB**. In the event of a default by Applicant on its obligations to **WWSB**, **WWSB** may proceed directly to enforce its rights hereunder and shall have the right to proceed first against Guarantor, without proceeding with or exhausting any other remedies it may have. Guarantor agrees to pay all costs, expenses, and fees, including reasonable attorney's fees that may be incurred by **WWSB** in enforcing this Guaranty or protecting its rights following any default on the part of Guarantor. Guarantor agrees that an interest charge of the highest rate permitted by law shall be assessed on any amount due and owing to **WWSB** by Guarantor under this Guaranty and shall inure to the benefit of **WWSB**, its successors and assigns. This Guaranty shall be governed by and interpreted under the laws and decisions of the state of Texas. Guarantor agrees that jurisdiction and venue shall be in Harris County, TX, and Guarantor consents to service of process, by certified mail at the address specified herein or in any other manner permitted by law. If there is more than one Guarantor, the obligations shall be joint and several. A faxed copy of the signed Guaranty shall act as an original. The undersigned consents to **WWSB** obtaining a consumer credit report on it for the purpose of evaluating creditworthiness in connection with this Guaranty and Applicant's application for business credit. This Guaranty shall continue in effect until all the guaranteed obligations are fully and finally paid, satisfied and discharged.

Printed Name: \_\_\_\_\_ SS # \_\_\_\_\_ Signature: \_\_\_\_\_  
Guarantor Guarantor

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

Printed Name: \_\_\_\_\_ SS # \_\_\_\_\_ Signature: \_\_\_\_\_  
Guarantor Guarantor

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



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## BANK RELEASE FORM

TO WHOM IT MAY CONCERN: BANK \_\_\_\_\_ PHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_ ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

I (WE) authorize any person having information as to the above named firm to release financial information and credit reports to **WHIRLWIND STEEL BUILDINGS, INC.** We further authorize the release of financial information on credit reports on the individuals whose signature(s) appears below.

ACCOUNT #: \_\_\_\_\_ Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

## FOR BANK USE ONLY

PLEASE MAIL OR FAX TO:

**WHIRLWIND STEEL BUILDINGS, INC.**  
P O BOX 75280  
HOUSTON, TX 77234-5280  
ATTN: CREDIT DEPARTMENT  
PHONE (713) 946-7140  
FAX (832) 553-4893

### DEMAND ACCOUNT INFORMATION

### LOAN INFORMATION

ACCOUNT #: \_\_\_\_\_

DATE OF LOAN: \_\_\_\_\_ AMOUNT \$ \_\_\_\_\_

ACCOUNT NAME: \_\_\_\_\_

SECURED \_\_\_\_\_ UNSECURED \_\_\_\_\_ CURRENT \_\_\_\_\_

CHECKING \_\_\_ SAVINGS \_\_\_ DATE OPENED \_\_\_\_\_

SECURED BY: \_\_\_\_\_

BUSINESS \_\_\_\_\_ PERSONAL \_\_\_\_\_

MATURITY DATE \_\_\_\_\_ PD AS AGREED? Y \_\_\_ N \_\_\_

AVERAGE BALANCE \$ \_\_\_\_\_

REVOLVING LINE OF CREDIT \_\_\_\_\_ TERM \_\_\_\_\_

# OF NSF CHECKS \_\_\_\_\_

COMMENTS: \_\_\_\_\_

COMMENTS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

BANK NAME: \_\_\_\_\_

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

PRINTED NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_