



WHIRLWIND STEEL BUILDINGS, INC.
Whirlwind Building Systems | Whirlwind Building Components
"WWSB"

PO Box 75280, Houston, TX 77234-5280 | 8234 Hansen Road (77075)
(Phone) 713.946.7140 | (Fax) 832.553.4893 | (US Wats) 800.324.9992

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. **Estimated monthly purchases? \$** _____ **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 _____ SS # ____/____/____ D.L. # _____

10. Spouse/VP _____ SS # ____/____/____ D.L. # _____

11. Other/Sec'y _____ SS # ____/____/____ D.L. # _____

12 **TRADE REFERENCES: Applicant's Trade References should include ALL Metal Building Companies with whom you have previously done business:**

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. 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)

(Printed Name) Date: _____

GUARANTY OF PAYMENT

The undersigned Guarantor, having a financial interest in Applicant, and benefiting from the transaction 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** now or in the future. Guarantor expressly waives notice from **WWSB** of its acceptance and reliance on this personal Guaranty, notice of sales made by Applicant, and notice of default by Applicant. The obligations of Guarantor hereunder shall not be affected, excused, modified or impaired upon the happening, from time to time of any event. It is intended that this Guaranty is a continuing and unlimited Guaranty that shall apply to all indebtedness of Applicant, including but not limited to any renewals or extensions of credit given to Applicant by **WWSB**. It is further provided that renewals, extensions or continuation of any indebtedness of Applicant to **WWSB** in any form shall not affect the liability of Guarantor under this continuing Guaranty to **WWSB**. No set-off, counterclaim or reduction of any obligation, or any defense of any kind or nature that the Guarantor has or may have against Applicant or **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 personal 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 personal Guaranty until collected. This personal Guaranty shall be binding upon Guarantor, the Guarantor's heirs, successors, assigns, representatives and survivors, and shall inure to the benefit of **WWSB**, its successors and assigns. **This personal Guaranty shall be governed by and interpreted with the laws and decision of the State of Texas, and Guarantor agrees that jurisdiction and venue shall be in Harris County, Texas.** If more than one, the obligation of the undersigned shall be joint and several. A faxed copy of the Guarantee shall act as an original. The undersigned consents to **WWSB** obtaining a *consumer* credit report on each of them for the purpose of evaluating the creditworthiness of the business listed on page one of this application, in connection with an application for business credit.

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

ACCOUNT #: _____
 ACCOUNT NAME: _____
 CHECKING ___ SAVINGS ___ DATE OPENED _____
 BUSINESS _____ PERSONAL _____
 AVERAGE BALANCE \$ _____
 # OF NSF CHECKS _____
 COMMENTS: _____

LOAN INFORMATION

DATE OF LOAN: _____ AMOUNT \$ _____
 SECURED _____ UNSECURED _____ CURRENT _____
 SECURED BY: _____
 MATURITY DATE _____ PD AS AGREED? Y ___ N ___
 REVOLVING LINE OF CREDIT _____ TERM _____
 COMMENTS: _____

BANK NAME: _____

SIGNED: _____ **DATE:** _____

PRINTED NAME: _____ **TITLE:** _____