



## APPLICATION FOR CREDIT & CREDIT AGREEMENT

ORDER PENDING: Y \_\_\_ N \_\_\_ AMOUNT: \_\_\_\_\_

COMPANY LEGAL NAME ("BUYER") \_\_\_\_\_ PHONE (\_\_\_\_) \_\_\_\_\_ FAX (\_\_\_\_) \_\_\_\_\_

STREET ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ ST \_\_\_\_\_ ZIP \_\_\_\_\_

BILLING ADDRESS (IF DIFFERENT) \_\_\_\_\_

FEDERAL EIN: \_\_\_\_\_ DUNS#: \_\_\_\_\_ SIC CODE: \_\_\_\_\_

PAYABLES CONTACT \_\_\_\_\_ PHONE (\_\_\_\_) \_\_\_\_\_ ACCEPT INVOICES VIA E-MAIL? \_\_\_ FAX? \_\_\_

PAYABLES FAX: (\_\_\_\_) \_\_\_\_\_ E-MAIL ADDRESS: \_\_\_\_\_ COMPANY WEB SITE: \_\_\_\_\_

NAME OF PARENT COMP., IF ANY \_\_\_\_\_ FAX (\_\_\_\_) \_\_\_\_\_

ADDRESS OF PARENT COMP. \_\_\_\_\_ CITY \_\_\_\_\_ ST \_\_\_\_\_ ZIP \_\_\_\_\_

PARENT EIN: \_\_\_\_\_ INVOICES PAID BY: \_\_\_ LOCAL OFFICE \_\_\_ PARENT OFFICE

### COMPANY OFFICERS/OWNERS

CEO NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_ E-MAIL: \_\_\_\_\_

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

CFO NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_ E-MAIL: \_\_\_\_\_

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

### ORGANIZATIONAL STRUCTURE

PROPRIETORSHIP \_\_\_ PARTNERSHIP \_\_\_ LLC \_\_\_ CORP. \_\_\_

STATE AND DATE OF INCORPORATION: \_\_\_\_\_

OWNERSHIP: \_\_\_ PRIVATE \_\_\_ PUBLIC

IF PUBLIC: WHAT EXCHANGE? \_\_\_\_\_ TICKER? \_\_\_\_\_

SUBSIDIARIES: (ATTACH LIST IF APPLICABLE) \_\_\_\_\_

COMPANIES RELATED THROUGH COMMON OWNERSHIP OR OTHERWISE:

(ATTACH LIST IF APPLICABLE) \_\_\_\_\_



## APPLICATION FOR CREDIT & CREDIT AGREEMENT

### BUSINESS BACKGROUND INFORMATION:

BRIEFLY DESCRIBE YOUR BUSINESS: NATURE: \_\_\_\_\_

PRODUCTS SOLD: \_\_\_\_\_ SEASONALITY: \_\_\_\_\_

ANNUAL SALES: \$ \_\_\_\_\_ NUMBER OF EMPLOYEES: \_\_\_\_\_ NUMBER OF CUSTOMERS: \_\_\_\_\_ % OF SALES TO LARGEST CUSTOMER: \_\_\_\_\_%

NUMBER OF KEY SUPPLIERS: \_\_\_\_\_ YEAR BUSINESS ESTABLISHED: \_\_\_\_\_ YEARS AT PRESENT LOCATION: \_\_\_\_\_

EVER FILED BANKRUPTCY, RECEIVERSHIP, LIQUIDATION OR OTHER FORM OF INSOLVENCY? Y \_\_\_ N \_\_\_ IF YES, YEAR \_\_\_\_\_ JURISDICTION \_\_\_\_\_

EVER DONE BUSINESS UNDER OTHER NAMES? Y \_\_\_ N \_\_\_ (IF YES, REFER TO ATTACHMENT #1 AND COMPLETE THE APPROPRIATE SECTIONS.)

DO YOU CLAIM A STATE SALES TAX EXEMPTION? Y \_\_\_ N \_\_\_ (IF YES, SUBMIT EXEMPTION CERTIFICATE WITH APPLICATION.)

CREDIT LIMIT REQUESTED: \$ \_\_\_\_\_

IF REQUESTING \$50,000 OR MORE, ATTACH YOUR TWO MOST RECENT AUDITED FISCAL YEAR-END FINANCIAL STATEMENTS\* OR MAIL THEM DIRECTLY TO

THE CREDIT DEPARTMENT AT THE ADDRESS ABOVE. FINANCIAL STATEMENTS ATTACHED \_\_\_\_\_ MAILED DIRECTLY \_\_\_\_\_ (CHECK ONE).

\* IF FINANCIAL STATEMENTS ARE NOT AUDITED, PLEASE PROVIDE STATEMENTS PREPARED BY A CPA. IF YOUR COMPANY DOES NOT HAVE A CPA, ATTACH STATEMENTS PREPARED AND CERTIFIED BY THE COMPANY'S CFO OR CONTROLLER.

### BANK REFERENCE

NAME \_\_\_\_\_ PHONE: (\_\_\_\_) \_\_\_\_\_ FAX: (\_\_\_\_) \_\_\_\_\_

CHECKING ACCOUNT NO. \_\_\_\_\_ CONTACT /OFFICER \_\_\_\_\_

### TRADE CREDIT REFERENCES

NAME \_\_\_\_\_ PHONE (\_\_\_\_) \_\_\_\_\_ FAX (\_\_\_\_) \_\_\_\_\_

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

NAME \_\_\_\_\_ PHONE (\_\_\_\_) \_\_\_\_\_ FAX (\_\_\_\_) \_\_\_\_\_

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

NAME \_\_\_\_\_ PHONE (\_\_\_\_) \_\_\_\_\_ FAX (\_\_\_\_) \_\_\_\_\_

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



## APPLICATION FOR CREDIT & CREDIT AGREEMENT

**CREDIT AGREEMENT:**

BUYER'S SIGNATURE BELOW MEANS THAT IN CONSIDERATION OF TOPSHELL L.L.C. ("SELLER"), EXTENDING CREDIT TO BUYER, BUYER AGREES TO THE FOLLOWING TERMS:

- 1. SELLER HAS THE RIGHT TO REDUCE OR WITHDRAW BUYER'S CREDIT PRIVILEGES UNDER THIS CREDIT AGREEMENT AT ANY TIME IN ITS DISCRETION.
  
- 2. IN THE EVENT COLLECTION EFFORTS BECOME NECESSARY, BUYER SHALL BE RESPONSIBLE FOR ALL COLLECTION COSTS AND FEES, INCLUDING REASONABLE ATTORNEY FEES, WHICH SHALL BE ADDED TO BUYER'S ACCOUNT.
  
- 3. IN THE EVENT OF BUYER'S DEFAULT UNDER THIS AGREEMENT OR ANY OTHER AGREEMENT BETWEEN BUYER AND SELLER, SELLER AND/OR ANY OF ITS AFFILIATES OR SUBSIDIARIES MAY OFFSET ANY AMOUNTS OWING TO BUYER AGAINST ANY AMOUNTS DUE TO SELLER AND/OR ITS AFFILIATES OR SUBSIDIARIES, WHETHER OR NOT ARISING HEREUNDER.
  
- 4. THE ACCEPTANCE BY SELLER OF ANY PAYMENT AFTER THE SPECIFIED DUE DATE SHALL NOT CONSTITUTE A WAIVER OF THE BUYER'S OBLIGATION TO MAKE FUTURE PAYMENTS ON THE SPECIFIED DUE DATES.

THIS DOCUMENT MAY BE EXECUTED AND TRANSMITTED TO SELLER BY FACSIMILE MACHINE/ELECTRONIC TRANSMISSION AND THE FACSIMILE/ELECTRONIC TRANSMISSION SO TRANSMITTED TO SELLER SHALL BE DEEMED AN ORIGINAL AND SHALL BE BINDING UPON BUYER UPON ITS RECEIPT BY SELLER.

BY SIGNING BELOW, BUYER: 1) AGREES TO THE TERMS AND CONDITIONS OF THIS CREDIT AGREEMENT.; 2) CERTIFIES THAT ALL INFORMATION PROVIDED IN THIS CREDIT APPLICATION IS TRUE AND CORRECT; 3) GRANTS SELLER THE AUTHORITY TO VERIFY THE INFORMATION IN THIS CREDIT APPLICATION AND TO PERFORM ALL OTHER INVESTIGATIONS IT DEEMS NECESSARY FROM TIME TO TIME TO EVALUATE THIS CREDIT APPLICATION AND TO ASSESS BUYER'S CONTINUING CREDITWORTHINESS, AND; 4) ACKNOWLEDGES RECEIPT OF A COPY OF THIS CREDIT AGREEMENT.

DATE \_\_\_\_\_ SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_  
OFFICER, PROPRIETOR OR PARTNER

THIS APPLICATION WILL NOT BE PROCESSED UNLESS SIGNED ABOVE.  
EMAIL THIS APPLICATION TO SELLER AT [ACCOUNTING@TOPSHELLCOMPANIES.COM](mailto:ACCOUNTING@TOPSHELLCOMPANIES.COM) OR PLEASE MAIL ORIGINAL TO

**TOPSHELL**

P.O. BOX 50222  
AUSTIN, TX 78763

**FOR SELLER'S USE ONLY:**

SALESPERSON NAME: \_\_\_\_\_ SALES REP # \_\_\_\_\_ CUSTOMER ALSO A SUPPLIER? Y \_\_\_\_ N \_\_\_\_

APPROVED \_\_\_\_\_ CREDIT LIMIT \_\_\_\_\_ TERMS \_\_\_\_\_

DECLINED \_\_\_\_\_ REASON \_\_\_\_\_

CREDIT MANAGER \_\_\_\_\_

CONTROLLER/ VP OF FINANCE \_\_\_\_\_

PRESIDENT \_\_\_\_\_

DATE \_\_\_\_\_