



16511 Hedgecroft, Suite 200  
 Houston, Texas 77060  
 Phone: (281) 591-2211  
 Fax: (281) 591-6344  
 www.aishouston.com

**STANDARD AGREEMENT FOR AN OPEN ACCOUNT**

Please complete ALL information requested. The information provided will be held in strictest confidence and our credit investigation will be conducted in accordance with the Equal Credit Opportunity Act.

Full Legal Company Name: \_\_\_\_\_ Sole Proprietorship ( ) Partnership ( ) Incorporated ( )  
 Provide Any D/B/A Information: \_\_\_\_\_ Limited Liability Company ( ) Other: \_\_\_\_\_  
 When Incorporated or Established? \_\_\_\_\_ How long at this Location? \_\_\_\_\_  
 State of Incorporation or Registration \_\_\_\_\_ Persons Authorized To Place Orders: \_\_\_\_\_  
 Billing & Street Address: \_\_\_\_\_ Nature of Business: \_\_\_\_\_  
 City, State & Zip Code: \_\_\_\_\_ Number of your Employees: \_\_\_\_\_  
 Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_ Are Purchase Orders Required? \_\_\_\_\_

Name(s) of Principals of Company, Their Titles, Home addresses & Telephone Numbers:

**BUSINES REFERENCES (Please provide complete addresses and telephone numbers)**

Name: \_\_\_\_\_ Address: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
 Name: \_\_\_\_\_ Address: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
 Name: \_\_\_\_\_ Address: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
 Company Bank  
 & Account No(s): \_\_\_\_\_

This information is provided by the applicant (referred to as the Buyer) for the purpose of obtaining an open account with Atlas Industrial Supply, Inc. (referred to as the Seller), and is warranted to be true and correct by the undersigned. This application is subject to acceptance by Seller, and by signing this application. Buyer authorizes Seller to investigate Buyer's financial & credit history and obtain financial information from any person or organization & Buyer does hereby release any person or organization from any and all liability or claims or cause of action in connection with the release of any financial information to Seller. Payment for all purchases is due and **payable on the 10<sup>th</sup> day of the month following delivery of the order, net and past due thereafter.** **BUYER AGREES THAT INTEREST MAY BE ASSESSED TO THE BALANCE OF ANY ACCOUNT THAT IS 30 DAYS PAST DUE, AT THE RATE OF 1.5% PER MONTH; NO INTEREST WILL BE ADDED TO AN ACCOUNT BALANCE IF THE BALANCE IS PAID WITHIN 30 DAYS OF THE PAYMENT DATE??** If this account is placed in the hand of an attorney for collection or if suit or other legal process is instituted for collection, Buyer agrees to pay all costs of legal process, reasonable attorney's fees, litigation expenses & court costs. **BUYER FURTHER AGREES THAT THIS AGREEMENT & ALL OBLIGATIONS HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WHICH THIS AGREEMENT SHALL BE PERFORMED IN HARRIS COUNTY, TEXAS & BUYER AGREES THAT BY EXECUTING THIS AGREEMENT, BUYER IS SUBJECT TO THE PERSONAL JURISDICTION OF THE STATE & FEDERAL COURTS OF HARRIS COUNTY, TEXAS.** Should the credit of the Buyer, in the sole judgment of the seller, become impaired at any time, the Seller has the right to require in advance of further shipments, and to demand immediate performance of Buyer of all obligations imposed on him under this agreement. This agreement is a contract for an open account between the buyer and Seller and cannot be modified or assigned by Buyer except in writing and agreed to by both parties.

**IF EXEMPTION FROM SALES TAX IS CLAIMED, PLEASE FILL OUT ATTACHED AND SEND WITH APPLICATION**

**SELLER:** \_\_\_\_\_ **BUYER:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
 ATLAS INDUSTRIAL SUPPLY, INC \_\_\_\_\_ **COMPANY NAME:** \_\_\_\_\_  
**ACCEPTED BY:** \_\_\_\_\_ **ACCEPTED BY:** \_\_\_\_\_  
**TITLE:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_  
**DATE:** \_\_\_\_\_ **SIGNATURE:** \_\_\_\_\_  
 (MUST BE SIGNED BY OWNER OR OFFICER OF CORPORATION)

**CONTINUING GUARANTY:**

For value received and in order to induce the above named Seller to extend credit to the above named Buyer, I, the below named Guarantor, a person over the age of twenty-one (21) years, do hereby individually guarantee unconditionally and absolutely the payment and indebtedness of liability now due or owing of heretofore incurred or for which Buyer may now be or hereafter become liable to Seller, including, without limitation, the principal amount of any indebtedness, interest, cause of legal process, reasonable attorney's fees litigation expenses, and court costs (when applicable), when due from the above Buyer.

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
**NAME:** \_\_\_\_\_ **HOME TELEPHONE:** \_\_\_\_\_  
**HOME ADDRESS:** \_\_\_\_\_ **SOCIAL SECURITY NO.:** \_\_\_\_\_  
 \_\_\_\_\_ **DRIVERS LICENSE NO.:** \_\_\_\_\_



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**Limited Sales tax Permit No**

The undersigned holder of limited Sales tax Permit No. \_\_\_\_\_

Under authority of chapter 151, Texas Tax Code (Limited Sales, Excise, and Use Tax) claims the right to make a non-taxable purchase for resale of taxable items from:

**ATLAS INDUSTRIAL SUPPLIES, INC.  
16511 HEDGE CROFT  
SUITE 200  
HOUSTON TEXAS 77060**

Taxable items purchased will be resold, rented, or leased by purchaser within the geographic limits of the United States, its territories or possessions in the normal course of business either in the form or condition in which purchased, or as an attachment to, integral part of other tangible personal property.

Description of items (or an attached order or invoice) to be purchased:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I understand that I will be liable for payment of the Use Tax if I fail to comply with the applicable provisions of the Limited Sales, Excise and Use Tax Act and Comptroller Rules regarding purchases of taxable items for resale.

I understand that it is a criminal offense for me to give a Resale Certificate to the Seller for taxable items which I know at the time of purchase will be used in a manner other than that expressed in the Resale Certificate, and that doing so will subject me to criminal misdemeanor or felony prosecution for which I may be subject to a fine.

AN OUT-OF-STATE RETAILER PURCHASING ITEMS FOR RESALE IN HIS HOME STATE MAY VALIDATE THE RESALE CERTIFICATE WITH THE SALES TAX PERMIT NUMBER OR CERTIFICATE OF AUTHORITY NUMBER ISSUED BY HIS HOME STATE.

\_\_\_\_\_  
Name of Permit holder/Company Name

\_\_\_\_\_  
Address (including City, State, and Zip)

\_\_\_\_\_  
Purchaser's Signature

\_\_\_\_\_  
Date

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