

EARL OWEN COMPANY, INC.

****TERMS AND CONDITIONS OF TRADE CREDIT PRIVILEGES****

We offer trade credit to authorized resell customers who purchase a minimum of \$1,500.00 per month. As a general rule, credit is not offered to end users and companies that install on their own trucks. Trade Credit Privileges will not be extended to consumers for personal, family or household purposes.

To apply for credit, please complete and return the attached Application for Trade Credit Privileges (and Blanket Sales Tax Exemption Certificate, if applicable) to the address or fax number shown below. You will be notified by mail when the application has been approved or declined.

CREDIT POLICIES:

- Accounts will not be opened without an authorized signature on the credit application.
- A company must have a minimum of one year in business.
- All trade credit sales must be accompanied by an authorization from your company.
- Your driver/receiving personnel will receive individual invoices as purchases are made, which they should deliver to your Accounts Payable Department.

PAYMENT POLICY

- Payment in full is due on the 10th of the month following the month of purchase.
- Include a copy of your remittance advice with your payment to expedite processing.
- Make sure your account number is on your check or remittance advice.

REMIT PAYMENT TO:

**Earl Owen Company
1235 W. Trinity Mills Rd.
Carrollton, TX 75006
Fax: 469-892-2443, Phone: 469-892-2424**

DELINQUENT ACCOUNTS:

- Failure to make your entire payment when due will result in your account being placed on COD until your account is current.
- If payments are late 3 times in a 6 month period, credit privileges will be suspended for a period of six months. After that time it will be reviewed for possible reinstatement.
- You agree to pay all collection costs incurred to collect any account balance, including reasonable attorneys' fees.

Accounts that reach over 90 days past due may be subject to the following:

- 1) Account placed on hold,
- 2) Account sent to collections professional

CREDIT LIMITS:

- A credit limit will be established for each customer based on their sales history, payment history, and our comfort level.
- Without a personal guarantee, \$5,000 is the maximum credit limit allowed.
- If you exceed your credit limit, your terms will change to COD or credit card until either the full current balance is paid or your full credit limit is paid.

ALL SALES ARE SUBJECT TO THE TERMS AND CONDITIONS DESCRIBED ABOVE, ON THE ATTACHED APPLICATION FOR TRADE CREDIT, AND ON ANY INVOICE THAT WE ISSUE TO YOU. ANY CHANGE TO THOSE TERMS AND CONDITIONS MUST BE AGREED TO AND SIGNED BY US. OUR DELAY OR FAILURE TO OBJECT TO ANY ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS CONTAINED IN ANY COMMUNICATION FROM YOU, INCLUDING ANY PURCHASE ORDER OR AUTHORIZATION, WILL NOT BE A WAIVER OF OUR TERMS AND CONDITIONS.

***AUTHORIZED AGENT: _____ SIGNATURE: _____**

TITLE: _____ DATE: _____