



## CREDIT PROFILE APPLICATION AND AGREEMENT

**CUSTOMER'S LEGAL BUSINESS NAME:** \_\_\_\_\_  
(Include any Trade Names, DBA's, Fictitious Business Names)

BILLING ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ ST \_\_\_\_\_ ZIP CODE \_\_\_\_\_ COUNTY \_\_\_\_\_

SHIPPING ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ ST \_\_\_\_\_ ZIP CODE \_\_\_\_\_ COUNTY \_\_\_\_\_

Accounts Payable Contact \_\_\_\_\_ Company Contact \_\_\_\_\_

PHONE \_\_\_\_\_ FAX NUMBER \_\_\_\_\_ E-MAIL \_\_\_\_\_  
(Accounts Payable) (Accounts Payable) (Accounts Payable)

PHONE \_\_\_\_\_ FAX NUMBER \_\_\_\_\_ E-MAIL \_\_\_\_\_  
(Company Contact) (Company Contact) (Company Contact)

Do you want your invoices and statements e-mailed to you: Yes \_\_\_\_\_ No \_\_\_\_\_

Please check one of the following: Sole Proprietorship \_\_\_\_\_ Corporation/LLC \_\_\_\_\_ Partnership \_\_\_\_\_

Year Established \_\_\_\_\_ Type of Business \_\_\_\_\_ DNB # \_\_\_\_\_

Officer/Partner Name: \_\_\_\_\_ Title \_\_\_\_\_

Officer/Partner Name: \_\_\_\_\_ Title \_\_\_\_\_

CFO/Controller \_\_\_\_\_ Federal Tax Number \_\_\_\_\_

Anticipated Annual Sales Volume: \_\_\_\_\_ Anticipated 1<sup>st</sup> Month Sales Volume: \_\_\_\_\_

### BANK REFERENCE:

Name \_\_\_\_\_ Contact \_\_\_\_\_ Phone # \_\_\_\_\_ Fax # \_\_\_\_\_

### TRADE REFERENCES:

Name \_\_\_\_\_ Contact \_\_\_\_\_ Phone # \_\_\_\_\_ Fax # \_\_\_\_\_

Name \_\_\_\_\_ Contact \_\_\_\_\_ Phone # \_\_\_\_\_ Fax # \_\_\_\_\_

Name \_\_\_\_\_ Contact \_\_\_\_\_ Phone # \_\_\_\_\_ Fax # \_\_\_\_\_

Sales Tax Exemption Certificate? Yes \_\_\_ No \_\_\_ (If yes, please attach a signed Tax Exemption Certificate)  
Do you drop ship to other states? Yes \_\_\_ No \_\_\_ (If yes, please attach signed Tax Exemption Certificates for all states to which drop shipments will be made.)

Please Note: Any drop shipments made to states for which Sales Tax Exemption Certificates have not been provided will be subject to tax.



**THIS CREDIT PROFILE APPLICATION AND AGREEMENT** is entered into between Trinity Central Fabrication, LLC or the Trinity Central Fabrication subsidiary or affiliate listed above as the Seller ("Trinity Central Fabrication") and the company or individual identified on the previous page ("Customer"). This agreement will be effective upon acceptance by Trinity Central Fabrication, which acceptance shall be evidenced by Trinity Central Fabrication's sale of product(s) to Customer. The undersigned hereby certifies on behalf of Customer that the information provided to Trinity Central Fabrication on the previous page is accurate and complete. Customer agrees to notify Trinity Central Fabrication immediately, in writing, of any change in the information on the previous page, including without limitation, changes in the Customer's name, changes in ownership, new business address, etc. Customer hereby agrees to and accepts the attached General Sales Terms and Conditions which are incorporated herein and acknowledges that all product sales by Trinity Central Fabrication to Customer will be governed solely by the General Sales Terms and Conditions. Customer authorizes the bank named on the previous page to release information requested by Trinity Central Fabrication for the purpose of Customer obtaining and/or receiving credit from Trinity Central Fabrication. Customer authorizes Trinity Central Fabrication to obtain a consumer report from any consumer reporting agency for the purpose of determining Customer's credit and financial status, history and responsibility, and to assist Trinity Central Fabrication in any manner in making the decision to grant or deny credit to Customer.

**BY SIGNING BELOW, CUSTOMER ATTESTS TO ITS FINANCIAL RESPONSIBILITY, ABILITY AND WILLINGNESS TO PAY IN ACCORDANCE WITH THE TERMS AND CONDITIONS HEREIN WHICH CUSTOMER HEREBY ACCEPTS.**

\_\_\_\_\_  
(Printed Customer Name)

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

#### PERSONAL GUARANTY

For good and valuable consideration the adequacy of which is hereby acknowledged, I, the undersigned individual, unconditionally, irrevocably and personally guarantee to Trinity Central Fabrication the full payment and performance when due, by acceleration or otherwise, of all debts, obligations and liabilities of the above named Customer to Trinity Central Fabrication. I, the undersigned individual, agree that this shall be a continuing guarantee and indemnity for all indebtedness of the above named Customer to Trinity Central Fabrication. I, the undersigned individual, hereby waive presentment, notice of dishonor, or protest, and consent to any modification or renewal of this Credit Profile Agreement or any credit line or payment terms extended by Trinity Central Fabrication to the above named Customer

\_\_\_\_\_  
(Printed Name of Individual Guarantor\*)

\_\_\_\_\_  
(Signature of Individual Guarantor)

\_\_\_\_\_  
(Date) \* The individual Guarantor above must be an officer, director, member, partner, or owner of Customer, or another individual approved by Trinity Central Fabrication.

☎ (702) 600-1901

📍 1452 Horizon Ridge Pkwy #101  
Henderson, NV 89012

info@trinitycentralfabrication.com

## Trinity Central Fabrication-- GENERAL SALES TERMS AND CONDITIONS

1. Entire Agreement. This document, together with the attached Credit Profile Application and Agreement or purchase order referencing these terms and conditions (as applicable), which are collectively referred to herein as the "Agreement", contains all of the terms and conditions relating to the sale of products by Trinity Central Fabrication, LLC, or any of its subsidiaries or affiliates (as identified in the Agreement, the "Seller") to the customer identified therein ("Customer") and constitutes a legally binding agreement between Seller and Customer. The Agreement supersedes all prior proposals (oral and written), negotiations, commitments, and other communications between Seller and Customer relating to the sale of products by Seller to Customer. The Agreement may not be modified except by a written document that is signed by Customer and an authorized representative of Seller. The Agreement may not be altered by subsequent course of performance between the parties.

2. Orders. From time to time Customer may submit an order ("Order") to purchase products from Seller. Orders may be accepted or rejected in Seller's discretion. Orders are non-cancellable once shipped by Seller. Unless agreed to in writing by a duly authorized representative of Seller, Seller objects to, and is not bound by, any term or condition in any Order or other document submitted by Customer that differs from or adds to the terms of the Agreement.

3. Price. Prices quoted by Seller are for the product only, and do not include applicable freight, handling, insurance, custom duties, or federal, state or local excise, sales, use or other similar taxes, all of which are the responsibility of Customer and shall be added to Customer's invoice as applicable. All product sales may be considered taxable unless, prior to sale, Customer provides Seller with a valid tax exemption certificate. Seller may change prices without notice at any time prior to acceptance of an Order from Customer.

4. Payment. The purchase price of each Order will be due and payable in full by Customer within thirty (30) days from the date of Seller's invoice, unless a longer payment period is agreed to in writing by Seller's Credit Manager or as otherwise indicated below. If Seller deems itself insecure with respect to Customer's performance under an Order for absence of established credit or otherwise, or Customer is in breach of the Agreement or any Order, Seller may require advance cash payment or satisfactory security from Customer, and Seller may withhold any product shipments until Seller receives such payment or security. Seller is not required to extend credit to Customer and at any time may review and modify Customer's payment terms and/or credit limit. Additionally, if Seller does not receive payment when due, Seller may (a) charge Customer interest at the rate of 1.5% per month on all unpaid and delinquent amounts or the maximum rate allowed by law, whichever is less, (b) require payment in advance or place Customer's account on credit hold, (c) stop product shipments, and/or (d) pursue other remedies available at law or equity. Customer agrees to pay Seller's reasonable costs of collection (including, without limitation, attorneys' fees and court costs) if any unpaid and delinquent amount is turned over by Seller to a collection agency. NSF checks will be subject to a \$25.00 processing fee. Any credits given by Seller to Customer that are not used within 90 days may be applied by Seller against Customer's oldest invoices. Any payment made by Customer to Seller that cannot be applied by Seller to a specific Customer invoice because Customer does not provide accurate remittance directions to Seller or there are unreconciled Customer payments may be applied by Seller against Customer's oldest past due invoices. Seller reserves the right to offset any amounts that may be owed by Seller to Customer against any outstanding balances Customer has with Seller or any of Seller's affiliates.

5. Delivery. All product shipments will be made F.O.B point of origin. Title will pass to Customer and risk of loss of the products is the responsibility of Customer when the products are delivered by Seller to the carrier. All claims for products damaged in transit must be filed by Customer with the carrier. Shipping or delivery dates provided by Seller are best estimates. Seller will have no liability whatsoever for costs, loss of profits, or any other incidental or consequential damages due to delay in delivery.

6. Packing; Inspection. The products will be packaged in accordance with Seller's standard packaging practices. Customer must inspect the products upon delivery and notify Seller within 10 days of any discrepancies in quantity, sizing, or other omissions. Failure to notify Seller will constitute acceptance of the products.

7. Limited Warranty. Subject to the terms below, Seller provides the following limited warranty for the products. Seller warrants to the purchaser that any products purchased from Seller will be free from defects in materials and workmanship during the warranty period applicable to each such product. Warranty periods, which vary by product, are located on Seller's website (located at the web address listed on the attached Credit Profile Application and Agreement) or may be obtained by calling Seller's Customer Care Department. The warranty period commences on the date of shipment. Seller's sole obligation for this limited warranty is to repair or replace a defective product at no charge to Customer, or to credit Customer's account for the purchase price paid for the defective product, at Seller's discretion. This limited warranty does not apply if the defective product (i) is subject to abuse, neglect, misuse, or accident, (ii) has not been used in accordance with Seller's written instructions for use (IFU), (iii) was not purchased from Seller or an authorized dealer of Seller, or (iv) was modified from its original configuration or repaired or altered by anyone other than Seller or a person authorized by Seller. To make a warranty claim,

Seller's Customer Care Department must be contacted by Customer before the warranty period expires and obtain a return authorization number. Seller will be responsible for shipping costs on defective products that are under warranty that are returned by Customer to Seller with a return authorization number. Replaced or repaired product will be shipped to Customer at Seller's expense. Other warranty terms and limitations may apply to certain products, as described on Seller's website (located at the web address listed on the attached Credit Profile Application and Agreement). SELLER HEREBY DISCLAIMS ANY OTHER EXPRESS OR IMPLIED WARRANTIES NOT SET FORTH IN THE FOREGOING LIMITED WARRANTY, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR LOST PROFITS, CAUSED BY ANY PRODUCT DEFECT WHETHER CLAIMS ARE BASED UPON TORT (INCLUDING NEGLIGENCE), WARRANTY, CONTRACT OR OTHERWISE, EVEN IF SELLER HAS BEEN ADVISED OF SUCH POTENTIAL LOSS OR DAMAGE. TO THE EXTENT THE FOREGOING DISCLAIMERS ARE NOT ALLOWED BY APPLICABLE LAW, ANY IMPLIED WARRANTIES WILL BE LIMITED TO THE DURATION OF THE EXPRESS LIMITED WARRANTY APPLICABLE TO THE PRODUCT. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATIONS MAY NOT APPLY TO CUSTOMER.

8. Returns. Products which are not defective may be returned to Seller in accordance with Seller's standard return policy included in the user manuals (if any) or otherwise as posted on Seller's website (located at the web address listed on the attached Credit Profile Application and Agreement) for credit minus any restocking charge (if applicable). To be eligible for return, the product must be unopened, unused, and in the same condition as when received. No returns will be accepted without a return authorization number which may be obtained by calling Seller's Customer Care Department. Customer will be responsible for shipping costs when returning non-defective products to Seller. Altered, discontinued, or custom-made items that are not defective may not be returned to Seller.

9. Applicable Law and Jurisdiction. THE AGREEMENT, INCLUDING ANY ORDER SUBMITTED HEREUNDER, WILL BE GOVERNED BY LAWS OF THE STATE OF TEXAS, UNITED STATES OF AMERICA, WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES THEREOF. THE PROVISIONS OF THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS WILL NOT APPLY TO THE AGREEMENT OR ANY ORDER. THE PARTIES EXPRESSLY CONSENT, AND SUBMIT THEMSELVES, TO THE EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS OF TEXAS, AND IT IS AGREED THAT DENTON COUNTY IN TEXAS IS A PROPER VENUE FOR THE ADJUDICATION OF ANY CLAIM, ACTION OR DISPUTE ARISING OUT THE AGREEMENT.

10. Export. Customer agrees to comply with all export control laws. Customer agrees it will not directly or indirectly export, re-export, resell, ship or divert any products or provide services to any customers or countries for which the U.S. Government at the time of export or re-export had embargoed or which export or re-export requires a validated license or other governmental approval without first obtaining such license or approval. Customer will indemnify and hold Seller harmless for all claims, demands, damages, costs, fines, penalties, fees and other expenses and losses arising from Customer's failure, intentional or unintentional, to comply with the foregoing paragraph.

11. Discount Safe Harbor. This section shall only apply in the case of products sold by a Seller that are subject to the applicable regulations referenced in this section. If Seller provides Customer with a discount, rebate or price reduction in connection with the products sold, Seller hereby notifies Customer of its disclosure obligation, and Customer agrees to properly disclose and appropriately reflect the net prices of all products in any costs claimed or charges made to Medicare, Medicaid, and any other federal or state health care programs requiring discount disclosure, and as required by 42 U.S.C sec. 1320a-7b(b)(3)(A). If Seller provides Customer with a rebate, Seller will provide Customer with documentation of the calculation of the discount identifying the specified goods purchased to which the discount will be applied once the value of the rebate is known.

12. Force Majeure. If performance of any part of the Agreement or any Order is prevented or delayed by reason of any cause beyond the reasonable control of Seller, Seller will be excused from such performance during such happening or event.

13. Taxes. Customer is responsible for providing Seller with tax exemption certificates for all states to which Customer instructs Seller to deliver. Failure to provide applicable tax exemption certificates may result in Seller collecting and remitting applicable sales taxes from Customer.

14. No Internet Re-Sales. Customer shall not advertise, offer to re-sell, or re-sell any of Seller's products through Customer's website or any third party website.

15. Miscellaneous. Customer may not assign the Agreement or any Order without Seller's prior written consent, and any such attempted assignment will be void. Customer and Seller are independent contractors. Neither Customer nor Seller has any right to create any obligation or duty, express or implied, on behalf of the other. Product availability and specifications may be changed without notice at any time by Seller