

## Heritage Account Application

*This is an application for open account credit. Please type or print.  
Application cannot be processed without front and back signatures and tax-exempt form.*

Firm or individual name: \_\_\_\_\_ Amount of credit requested: \_\_\_\_\_

### BILL TO:

Address \_\_\_\_\_ Phone: ( ) \_\_\_\_\_

City, State, Zip: \_\_\_\_\_ Fax: ( ) \_\_\_\_\_

### SHIP TO:

Address \_\_\_\_\_

City, State, Zip: \_\_\_\_\_ Email Address: \_\_\_\_\_

Type of Business:  Corporation  Partnership  Sole Proprietorship Year Started: \_\_\_\_\_

State Tax Exemption Number: \_\_\_\_\_ State: \_\_\_\_\_

(copy must be furnished)

### RESPONSIBLE PARTIES OR OFFICERS: *(Please provide info on all parties authorized to sign checks)*

Name: \_\_\_\_\_ Title: \_\_\_\_\_ SS #: \_\_\_\_\_

Address: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_

Drivers License # \_\_\_\_\_ State: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_ SS #: \_\_\_\_\_

Address: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_

Drivers License # \_\_\_\_\_ State: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

### BANK INFORMATION:

Name of Bank: \_\_\_\_\_ Account number: \_\_\_\_\_

Address: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_

Person to Contact at Bank: \_\_\_\_\_ Phone: ( ) \_\_\_\_\_

### TRADE REFERENCES:

Name: \_\_\_\_\_ Phone: ( ) \_\_\_\_\_ Account Number: \_\_\_\_\_

Address: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_

Name: \_\_\_\_\_ Phone: ( ) \_\_\_\_\_ Account Number: \_\_\_\_\_

Address: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_

Name: \_\_\_\_\_ Phone: ( ) \_\_\_\_\_ Account Number: \_\_\_\_\_

Address: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_

### PLEASE READ AND SIGN STATEMENTS BELOW AND ON BACK OF FORM:

**AGREEMENT:** The above information is for the purpose of obtaining credit and is warranted to be true. I/We authorize the seller or his agent to make a credit investigation. I agree to keep within your terms if granted an open account. Should this account ever become delinquent and it is necessary to employ someone to collect or commence suit to enforce payment, I agree to pay a reasonable sum for collection fees and cost of such suit and any other costs incurred in the process of collection. Principle and interest will be payable in lawful money of the United States. **FINANCE CHARGES:** are computed at the rate of 1.5% per month (18% per annum) not exceeding usury laws of applicable state, on total past due balance at any time. Past due balance includes any charge remaining unpaid 30 days after date on which first billed.

**AUTHORIZED SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

In consideration of Heritage Window Fashions, Inc. (hereinafter referred to as "HWF" or Seller) extending credit to Buyer, Buyer agrees to pay for all items delivered to or at the request of Buyer by HWF within the stated terms of the invoice for said items. **It is understood and agreed that orders for custom made products cannot be cancelled and no refunds will be made, or credit issued, after production has begun.** All accounts are due and payable at the remittance address shown on the invoice.

Furthermore, I/We Agree:

1. To be bound by all of the terms and conditions contained in this application. HWF may modify the terms and conditions of this application from time to time, by mailing notice of such changes to us at the address shown on HWF's records. Such changes shall be effective for all transactions between HWF and us after the date of this notice.
2. To pay to HWF, without discount, pursuant to the terms set forth by agreement between buyer and HWF. In the event buyer does not pay the amounts due per the agreement between buyer and HWF, buyer agrees to pay a delinquent interest charge at the highest rate allowed by the laws of the State of Texas.
3. To immediately upon receipt, examine each of HWF's invoices and within ten (10) days from the date of each invoice, we shall advise HWF of any transaction we dispute, together with a written statement specifying the reasons for such dispute. Failure to notify HWF of any dispute shall constitute a complete waiver of any and all such disputes.
4. HWF may, at any time, without notice, cancel all credit available to us and refuse to make any further credit advances.
5. In the event of (a) our default on any payment when due; of (b) our death, bankruptcy or insolvency, of (c) attachment of levy against us, or any of us, or against our property, or the property of any of us, then HWF, without notice, shall be entitled to the entire amount of our obligation then due and such obligation shall become immediately due and payable.
6. To pay all costs and attorney's fees incurred by HWF in relation to the interpretation, construction or enforcement of any or all of our obligations hereunder, whether or not suit is filed. In the event of suit, both HWF and Buyer waive jury trial.
7. That this agreement has been entered into and is to be performed in the State of Texas, and any action brought hereunder shall be brought in said county and state at the option of and in sole discretion of HWF.
8. That we, and each of us, warrant and represent to HWF, under penalty of perjury, that we, and each of us, and/or the business entity we represent are solvent and able to pay our obligations as they become due and/or that the business that we represent is able to pay its obligations as they become due.
9. That HWF may use this agreement with any bank or other kind of financial institution for the purpose of obtaining all personal and business financial information of any kind or nature whatsoever in the name of us, and of us, and/or the entity we represent.
10. That HWF is hereby granted and shall retain a security interest in and to any and all goods and materials and proceeds thereof including, but not limited to, accounts receivable, notes, and any action relating to goods sold to us, any of us, and/or the company we represent, until all indebtedness to HWF is paid in full and until such time HWF shall have all rights of a secured party as provided by the Uniform Commercial Code, including the right to collect a deficiency.
11. That it is the essence of this agreement that the information contained herein is true and correct, that any information provided by us, or any of us, as guarantor, is true and correct, and that HWF may and shall rely upon such information and that if there are any misrepresentations, then the entire balance may be immediately called due and payable.
12. HWF does not accept any terms or conditions listed on Buyer's purchase order, unless specifically approved by HWF in writing prior to shipping.
13. Upon default, HWF may impose reasonable collection charge(s).
14. **I/we, the undersigned, personally guarantee all of Buyer's obligations to HWF.**

Name of Applicant (*company name*): \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Title \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Authorized Signature \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_