

**TEXAS SPECIALTY FASTENERS**  
**TERMS AND CONDITIONS OF SALE AGREEMENT**

I/we, or either of us request a credit account with Texas Specialty Fasteners, L.P.  
"Terms" are "discount" allowed as stated on invoices if paid by the 10<sup>th</sup> day from shipping date on invoice, net 30 from date on invoice, past due thereafter. All payments under the terms of each invoice are due and payable at 1310 Century Way, Wylie, Collin County, Texas. It is further agreed that each past due account shall bear interest at 1.5% per month, 18% per annum or maximum amount allowed by law, and if this contract is placed in the hands of an attorney, the undersigned further agrees to pay all expenses, including court costs, legal and administrative expenses, and attorney's fees paid or incurred by Texas Specialty Fasteners in endeavoring to collect the sums due and owing by the company, and that the venue shall be Collin County, Texas. IT IS FURTHER UNDERSTOOD THAT IN THE EVENT SELLER DEEMS HIMSELF INSECURE OR OF THE MATERIAL AND ACCERLERATE ALL BALANCES TO BE PAID IMMEDIATELY. IN THE EVENT INVOICES ARE NOT PAID AS AGREED BUYER AGREES THAT THE SELLER SHALL HAVE THE RIGHT OF REPOSSESSION OF ANY MATERIAL SOLD BY SELLER LOCATED ON JOB SITE (S) OR IN WAREHOUSE OF BUYER. Buyer further agrees to give Texas Specialty Fasteners notice by certified mail requested, 30 days prior to change in ownership or incorporation.

**LIMITATION OF LIABILITY**

TEXAS SPECIALTY FASTENERS SHALL NOT BE LIABLE IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE FOR DAMAGE OR LOSS OF THEIR PROPERTY OR EQUIPMENT, LOSS OF PROFITS, OR REVENUE, LOSS OF USE OF EQUIPMENT OR FACILITY, COST OF CAPITAL, CLAIMS OF CUSTOMERS PURCHASER, OR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER. The remedies of purchasers set forth herein are exclusive and the liability of Texas specialty Fasteners with respect to any contract, or anything done in connection herewith such as the performance or breach thereof, or from the manufacture, sale, delivery, resale, or use of any product covered or furnished under the contract whether in contract, in tort (including negligence and strict liability) or otherwise shall not exceed the price of the product on which such liability is based. The undersigned agrees that the information furnished on this credit application is true and correct and hereby authorize Texas Specialty Fasteners to investigate all information given and hold free from liability all creditors and other persons who may respond to inquiries on this application or furnished by credit reporting agencies. The undersigned agrees to and acknowledges acceptance of the terms and conditions contained herein and as stated on each invoice.

**SIGNED THIS DATE** \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
SIGNATURE TITLE

\_\_\_\_\_  
SIGNATURE TITLE

If a partnership-signature of partners                      If a corporation- signature of authorized officer

**CONTRACT OF CONTINUING GUARANTEE**

In consideration of Texas Specialty Fasteners, L.P.(herein Texas Specialty Fasteners), now or hereafter extending credit to the named company on this application \_\_\_\_\_(herein the company), the undersigned do(es) hereby guarantee the timely payment of said amount (including service charges, if any) as regards all sums now owing or hereafter becoming due as regard all extensions of credit which may be granted by Texas Specialty Fasteners in the future for so long as this guarantee remains in effect as hereinafter provided.

This is intended as a contract of continuing guarantee and shall apply with respect to all past and future indebtedness due from the company to Texas Specialty Fasteners, without limitations as to the amount and shall at all times include the indebtedness of the company to Texas Specialty Fasteners.

The liability of the undersigned for the unpaid balance shall not be affected by the compromise, settlement, extension of credit, or variations of terms affected by or with the company and Texas Specialty Fasteners, not shall it be necessary for Texas Specialty Fasteners TO PROCURE THE CONSENT OF THE UNDERSIGNED OR GIVEN ANY NOTICE IN REFERENCE THERETO. Regardless of the corporate title, it shall be construed that if credit is extended, the undersigned does hereby guarantee and agree to acknowledges acceptance of terms and conditions as stated in this contract of the continuing guarantee.

THE UNDERSIGNED WAVES NOTICE OF ACCEPTANCE OF THIS GUARANTEE, NOTICE OF NON-PAYMENT AND/or non-performance notice of the amount of indebtedness outstanding at any time and notice of any demand and/or collection proceedings against the company.

Texas Specialty Fasteners shall have the right to proceed against us therefore at any time without any notice whatsoever and without proceedings or action against said debtor. This guarantee is to remain in full force and effect until written notice of the withdrawal of the same has been served by the undersigned upon Texas Specialty Fasteners at its office at 1310 Century Way, Wylie, Collin county, Texas, by the United States Registered Mail, return receipt demanded, or by written notice of withdrawal personally served on the manager of such office provided, further, that such withdrawal in no event be effective as to new transactions until five (5) days subsequent to the actual receipt of such notice

The undersigned further agrees to pay all expenses, including court costs, legal and administrative expenses, and attorney's fees paid for or incurred by Texas Specialty Fasteners in endeavoring to collect the sums due and owing by the company or in connection with the enforcement of this guarantee. Venue of such action shall be held in Collin County, Texas.

The obligation of all parties signing this guarantee, where more than one sign, shall be joint and several.  
The benefits and obligations hereof shall extend to bind their heirs, administrator, successors, and assigns of the respective parties hereto.  
The guarantee and performance thereunder shall be construed and determined according to the laws of the State of Texas.

The undersigned have executed this contract of continuing guarantee on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Name \_\_\_\_\_ Name \_\_\_\_\_

Address \_\_\_\_\_ Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**Application not complete unless signed**