

Hartmann Building Specialties, Ltd.
P.O. Box 20456
Beaumont, Texas 77720
Phone: 409-866-6103 Fax: 409-866-6193

New Account Application

Company Name _____ Phone _____

Phone _____ Fax _____ E-Mail _____

****Invoices and Statements are sent via Fax or E-mail. Please specify your preference in box below.****

▪ FAX _____

▪ E-MAIL _____

Address: Billing _____ City _____ State _____ Zip _____

Delivery _____ City _____ State _____ Zip _____

Type of business _____

Number of years in business _____ Years at this address _____

Type of business: Corporation ____ Partnership ____ Individual ____ Other ____

Owner's name _____ Phone _____

Owner's address _____ City _____ State _____ Zip _____

Owner's bank _____ Contact _____ Phone _____

Trade References: (Please list only commercial references with open accounts)

	Name	Address	Phone	Fax
1)	_____	_____	_____	_____
2)	_____	_____	_____	_____
3)	_____	_____	_____	_____
4)	_____	_____	_____	_____
5)	_____	_____	_____	_____

****Please sign the attached page stating the account agreement and terms and the guaranty.**

ACCOUNT AGREEMENT AND TERMS

The company submitting this application agrees to the following conditions:

1. It is understood and agreed that the undersigned specifically consents to Hartmann Building Specialties, Ltd. investigating the undersigned's credit history for the purpose of extending credit.
2. If credit is extended, the undersigned acknowledges that Hartmann Building Specialties, Ltd. credit terms are payment in full net thirty (30) days from the date of invoice.
3. All sums are due and payable in the County of Jefferson at the mailing address of : P.O. Box 20456, Beaumont, TX 77720. In the event of a lawsuit, venue shall reside in the aforementioned County.
4. In the event the undersigned fails to timely pay any invoice, the undersigned agrees to pay a late fee to Hartmann Building Specialties, Ltd. on such delinquent invoice until same is fully paid, at the maximum rate allowed by the laws of the jurisdiction where the originating Hartmann Building Specialties, Ltd. branch is located.
5. The undersigned agrees that, with or without notice or demand, the undersigned shall reimburse Hartmann Building Specialties, Ltd., for all expenses (including counsel fees) incurred by Hartmann Building Specialties, Ltd. in connection with any indebtedness of the applicant or the collection thereof.
6. The undersigned agrees fully and promptly to furnish to Hartmann Building Specialties, Ltd. information needed or requested by Hartmann Building Specialties, Ltd. for proper filing out and service of preliminary notices under the mechanic's lien laws.
7. This agreement shall be governed and construed by the laws of the STATE of TEXAS. Customer consents to jurisdiction in the State and United States District Court, Eastern District, of Texas for resolution of all Collections. If any provision, or any part of any provision of this Agreement or the application thereof is the thereafter held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and to this end the provisions of this Agreement are declared severable.

Name (please print)

Title

Signature

Date

GUARANTY

In consideration of the extension of credit to the applicant named herein, the undersigned, jointly, severally and unconditionally guarantee and promise to pay all amounts now owing or which may hereinafter become owing by the applicant to Hartmann Building Specialties, Ltd. This is a continuing guaranty and obligations arising hereunder shall not be affected by any change in terms of indebtedness, the extension of credit beyond amounts specified herein, a change in the term or time of payment, a change in form of indebtedness or the acceptance of security or collateral. Hartmann Building Specialties, Ltd. shall not be required to exhaust any remedies against applicant prior to exercising rights granted hereby.

The undersigned hereby waives (a) notice of acceptance of this guaranty and the extensions of credit by Hartmann Building Specialties, Ltd. to the applicant; (b) presentment and demand for paying of any indebtedness of the applicant; (c) protest and notice of dishonor or default to the undersigned with respect to any indebtedness of the applicant; (d) all other notices to which the undersigned might otherwise be entitled; (e) any demand for paying under the guaranty; (f) benefit of all exemptions and homestead laws; (g) all set-offs and counterclaims.

This is a guaranty of payment and not of collection and the undersigned further waives any right to require that any action be brought against the applicant of any other reason or to require that resort be had to any security.

The undersigned agrees that, with or without notice or demand, the undersigned shall reimburse Hartmann Building Specialties, Ltd., to the extent that such reimbursement is not made by the applicant, for all expenses (including counsel fees) incurred by Hartmann Building Specialties, Ltd. in connection with any indebtedness of the applicant or the collection thereof, and will pay attorneys' fees if this guaranty is placed with an attorney for enforcement or collection from the undersigned.

If any provision or part of any provision of this guaranty is in conflict with any applicable statute or rule of law then such provision, or part thereof, as the case may be, shall be deemed null and void to the extent that it may conflict therewith, but without invalidating the remaining provisions hereof or the remaining part of such.

Name (please print)

Name (please print)

Signature

Date

Signature

Date

Witness

Date

Witness

Date