

Pecans.com Retail Store  
 1700 N. Bryant Blvd, San Angelo, TX 76903  
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**CONFIDENTIAL CREDIT APPLICATION AND AGREEMENT**

DATE: \_\_\_\_\_ PHONE: \_\_\_\_\_  
 NAME: \_\_\_\_\_  
 TYPE OF BUSINESS \_\_\_\_\_  
 NUMBER OF EMPLOYEES \_\_\_\_\_  
 PHYSICAL ADDRESS: \_\_\_\_\_  
 \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP  
 MAILING ADDRESS: \_\_\_\_\_  
 \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP  
 ESTABLISHED IN \_\_\_\_\_ CORPORATION \_\_\_\_\_ PARTNERSHIP \_\_\_\_\_ PROPRIETORSHIP \_\_\_\_\_  
 IF INCORPORATED, STATE IN WHICH INCORPORATED \_\_\_\_\_  
 PREVIOUS EXPERIENCE OF OWNERS IF IN BUSINESS LESS THAN 2 YEARS \_\_\_\_\_

**PRINCIPAL OWNERS OR STOCKHOLDERS**

NAME	ADDRESS	TITLE
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AVERAGE MONTHLY CREDIT REQUIRMENTS REQUESTED \_\_\_\_\_

SUPPLIERS			
NAME	ADDRESS	PHONE	CONTACT
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
BANK			

**TERMS AND CONDITIONS**

- PAYMENT TERMS:** All payments are due upon receipt of invoice, product or service, unless prior agreements have been made.
- INTEREST:** Any amount remaining due and owing after thirty days of date on which same are due, shall earn interest rate of one and one-half percent per month until paid.
- COLLATERAL RECOVERY:** Upon default, SELLER may require PURCHASER to assemble the product and make it available to SELLER at any place to be designated by SELLER, which is reasonably convenient to SELLER. SELLER will give PURCHASER, reasonable notice of the time and place of any public sale thereof if SELLER is forced to repossess same or the time after which any private sale or other intended disposition thereof is to be made. The requirements of reasonable notice shall be met if such notice is mailed, postage prepaid, to the address of PURCHASER shown on the invoice at least five days before the time of the sale or disposition. If it becomes necessary to refer this account to an attorney for collection, PURCHASER shall pay all attorneys' fees, court costs and expenses incurred in collection of account.
- SOLE AGREEMENT:** Invoice and the terms set forth herein constituted the sole and only agreement of the parties hereto and supercedes any prior understandings or oral agreements between parties respecting the matter hereof, except for a Credit Agreement (if any), signed by the parties.
- USURY:** No provision herein or in any document evidencing the agreement of the parties hereto, executed by the PURCHASER, evidencing the obligation described herein, shall require the payment or permit the collection of interest in excess of the maximum permitted by law. If any excess of interest in such respect is provided fro herein, or any documents appurtenant hereto, the provisions of this paragraph shall govern and the PURCHASER SHALL NOT BE OBLIGATED TO PAY THE AMOUNT OF SUCH INTERST TO THE EXTENT THAT IT IS IN EXCESS OF THE AMOUNT PERMITTED BY LAW. The intention of the parties being to conform strictly to the usury laws now in force, all necessary notes, instruments, and other loan documents executed by PURCHASER evidencing the obligation shall be subject to reduction to the amount allowed under said usury laws as now or hereafter construed by the Courts having jurisdiction hereof.
- JOINT AND SEVERAL LIABILITY:** The person, who executes an invoice with this company hereof, together with the company or entity for which it is purchased, shall be jointly and severally liable for the obligation set forth herein.

SIGNATURE: \_\_\_\_\_ TITLE: \_\_\_\_\_  
 (Your signature is your acceptance of the terms and conditions herein and your guarantee to pay.)

**DO NOT WRITE BELOW THIS LINE (FOR OFFICE USE ONLY)**

CREDIT APPROVED BY \_\_\_\_\_ 2. CREDIT DISAPPROVED BY \_\_\_\_\_ CREDIT LIMIT ALLOWED \_\_\_\_\_