



Credit Application

NEW CUSTOMER CHECKLIST

CHECK WHEN COMPLETE

- Include 4 complete trade references
- Requested amount of Credit \$ _____
- Signed by Authorized Representative (Owner/Officer preferred)
- If requesting tax free status, attach State Resale Certificate
- When complete fax to **(281) 607-4402** or email to **CustomerService@Qwikkit.com**

Customer Information

Company Name:		Phone:	
Street Address:	City:	State:	Zip:
Type of Business: (LLC, etc.)		DBA:	
State of Incorporation/Organization:		State I.D. Number:	
Tax Status: Taxable Exempt		DUNS #:	
Federal I.D. Number:		Tax Exempt Number:	
Payables Contact:		Phone:	
Email:			
Principal(s):		Phone:	
Principal(s):		Phone:	
Number of Years in Business:		Years at Current Address:	
Prior Business Address:			
Number of Employees:		Company Website:	

Financial Information

Bank Name:	
Address:	
Contact:	Phone:
Email:	Fax:
Account #:	

Trade References

(Please provide references that have extended credit in amounts similar to the credit line you are requesting from Qwikkit. FOUR are required.) **Please note that Lowe's Pro Supply, Home Depot, HD Supply and Maintenance Supply Headquarters do not supply references.**

COMPANY/ACCT NUMBER	CITY	STATE	PHONE	EMAIL
1.				
2.				
3.				
4.				

To induce Cinch Kit, LLC dba Qwikkit ("Qwikkit") to extend credit to the Customer signing this document, Customer agrees to the terms on this Credit Application ("Application"); and certifies that the information provided in this Application is true, correct and accurate; and acknowledges that the information is being provided to Qwikkit for the purpose of obtaining credit; and agrees to promptly give Qwikkit prompt written notice of any change in the information. Customer acknowledges that the foregoing information is material and will be relied on by Qwikkit in determining whether to extend credit.

Customer authorizes Qwikkit to investigate Customer's credit, employment and income records, contact the references listed above and others for credit information, and to report Customer's purchases and payments to credit bureaus and other interested parties. Customer and each Guarantor who signs this document authorize all trade references, banks and credit reporting agencies to disclose to Qwikkit any and all information concerning the financial and credit history of Customer and Guarantor.

Terms Of Sale

Customer agrees that all sales by Qwikkit are subject to Qwikkit's Standard Terms of Sale in effect at the time of sale ("Terms & Conditions"). Customer acknowledges having received and read Qwikkit's current Terms and Conditions and understands that Qwikkit will provide Customer with a current copy of Qwikkit's Terms & Conditions upon written request.

- Customer agrees to pay for all purchases made on its account, service charges, and other charges or fees, plus collection costs, including court costs and reasonable attorneys' fees if not prohibited by applicable law. All payments shall be payable to Qwikkit, LLC, 15002 Sommermeyer Street, Houston, TX 77041, or such other place as Qwikkit may designate.
- Interest on overdue accounts will be assessed at a periodic rate of the lesser of 1.5% per month or fraction thereof, or the highest legal rate on all past due sums, but in no event shall the interest contracted for, charged or received hereunder ever exceed the maximum rate of interest from time to time permitted by applicable usury law. If for any reason the interest paid or received produces a rate that exceeds the maximum nonusurious rate, such payment shall be deemed an accidental and bona fide error. A charge of \$50.00 will be made for each check or other instrument for payment to Qwikkit that is returned unpaid. Payments shall be applied first to interest and returned check charges and then to purchases.

3. Default under this Agreement shall occur upon Customer's failure to make any payment when due; Customer's violation of any other provision of this Agreement; Qwikkit's receipt of information that Customer is unable or unwilling to perform the terms of this Agreement; Customer's death, dissolution or cessation of business; Customer becoming the subject of bankruptcy or insolvency proceedings; or Customer supplying Qwikkit with misleading, false, incomplete or incorrect information. Upon default, Qwikkit may exercise any remedy permitted it by law including terminating Customer's credit privileges and immediately accelerating any sums owed Qwikkit. Customer agrees to pay Qwikkit for all collection costs, expenses, reasonable attorneys' fees and court costs, if not prohibited by law, incurred in the collection or enforcement of any obligation of Customer or a Guarantor, regardless of whether suit is filed or not. Customer waives grace, demand, presentment, notice of intent to accelerate, notice of acceleration, protest and notice of protest, and any other notice and diligence in collecting and bringing suit against any party hereto. Qwikkit may reduce Customer's credit line at any time without notice at Qwikkit's sole discretion.
4. Qwikkit's failure to require performance of any provision hereof will not affect Qwikkit's right to require such performance at any time thereafter, nor will the waiver by Qwikkit of a breach of any provision hereof. If any provision of this Agreement, or the application thereof to any person or circumstance, is for any reason or to any extent invalid or unenforceable, the remainder of this Agreement and the application of such provision to the other persons or circumstances shall not be affected thereby, but rather is to be enforced to the greatest extent permitted by law.
5. All purchases by the Customer and the extension of credit by the Qwikkit are for business, commercial, investment or other similar purpose and not primarily, family, household or agricultural use; as such terms are used in the Texas Finance Code.
6. Customer may not sell, assign or transfer this account without the express written consent of Qwikkit may sell, assign or transfer this account or any portion thereof without notice to Customer.
7. QWIKKIT WARRANTS ONLY THAT QWIKKIT PRODUCTS MEET QWIKKIT'S WRITTEN PECIFICATIONS. QWIKKIT DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES (INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) AND ANY AGREEMENTS, REPRESENTATIONS, AFFIRMATIONS, OR WARRANTIES, WHETHER ORAL OR WRITTEN, MADE BY ANY AGENT, EMPLOYEE, OR REPRESENTATIVE OF QWIKKIT and shall not be liable for incidental, consequential, or special damages of any kind arising from the goods furnished by Qwikkit. Qwikkit's maximum liability under any warranty shall be providing replacements for any defective materials.
8. THIS AGREEMENT AND ANY SALES OR EXTENSIONS OF CREDIT BY QWIKKIT SHALL BE GOVERNED BY AND CONSTRUED ACCORDING TO THE LAWS THE STATE OF TEXAS EXCEPT THOSE RELATING TO CONFLICT OF LAWS. ALL ACTIONS BETWEEN QWIKKIT AND CUSTOMER OR A GUARANTOR SHALL BE BROUGHT IN HARRIS COUNTY, TEXAS OR THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF TEXAS, HOUSTON DIVISION.
9. The undersigned represents and warrants that he or she is duly authorized and has legal capacity to bind Customer to the Terms & Conditions of this agreement.
10. This Agreement constitutes the entire agreement between Qwikkit and Customer.

Customer's Authorized Signature:	Date:
Printed Name:	Title:

This Security Agreement, made and entered in this _____ day of _____, 20_____, by and between Cinch Kit, LLC dba Qwikkit located at 15002 Sommermeyer St, Houston, TX 77041 (hereinafter "Secured Party") and _____ (hereinafter "Debtor").

I Creation of Security Interest

In consideration for the extension of credit, Debtor hereby grants a security interest in and assigns to the Secured Party the Collateral described in paragraph II below to secure payment and performance of all debts, liabilities and obligations of Debtor of any kind whenever and however incurred to Secured Party.

II Colateral

To secure payment for all purchases from Secured Party, now and in the future, Debtor hereby grants Secured Party a continuing security interest in all of Debtor's presently owned or hereafter acquired (a) goods, (b) instruments, (c) promissory notes (d) Chattel paper including electronic chattel paper and tangible chattel paper, (e) documents, (f) books and records, (g) accounts, (h) accounts receivable, (i) equipment, (j) inventory, (k) commercial tort claims (l) general intangibles, (m) payment intangibles and (n) software, together with all proceeds and all support obligations thereof in which the debtor now or hereafter has rights or the power to transfer rights. Secured Party's security interest is explicitly limited to outstanding obligations between Secured Party and Debtor.

The term "Obligations" as used in this Agreement shall mean and include all indebtedness, liabilities and obligations, liabilities and obligations of any nature, however arising whether monetary or otherwise, now existing or hereafter arising in favor of Secured Party, including any attorney's fees and expenses to which Secured Party may be entitled as further provided in this Agreement.

III Debtor's Obligations

- A. Debtor warrants and covenants: That the Collateral will be held for use, sale or lease in and for Debtor's business and will be kept only at the principal place of business set forth herein (and Debtor's additional address(es) set forth with its signature, if any); Debtor will notify Secured Party in writing fifteen (15) days prior to any of the following:
- (1) Change(s) or additions to location of any material or substantial portion of the Collateral,
 - (2) Change(s) in location of chief executive offices (if an unregistered entity),
 - (3) Change(s) in state/province of Incorporation (if a registered entity),
 - (4) Change(s) in state/province of residence (if an individual),
 - (5) Change(s) in state/province of residence or name change on unexpired driver's license (if individual).
- B. Debtor will notify Secured Party in writing 30 days prior to the opening of any new places of business, or the closing of any existing places of business, or the change of name or nature of the entity including changes to state/province of incorporation or state/province of chief executive offices.

IV Default

Conditions of default are stated in the Credit Application and/or Terms and Conditions and/or Guarantee. In addition, along with the following shall constitute a default by Debtor: *non-payment*: Failure to pay the principal or any installment of principal or of interest on the indebtedness or any notes when due. In addition, Debtor shall be in default if Debtor improperly files an amendment, correction statement or termination statement related to a filed financing if Debtor improperly files an amendment, correction statement evidencing Secured Party's security interest in the Collateral and if bankruptcy or insolvency proceedings are instituted by or against the Debtor or if Debtor makes any assignment for the benefit of creditors. *misrepresentation*: Misrepresentation or misstatement in connection with, noncompliance with or nonperformance of any of Debtor's obligations or agreements under paragraphs III and VII shall constitute default under this Security Agreement.

V Secured Party's Rights and Remedies

- A. Secured Party may assign this security agreement, and...
- (1) If Secured Party does assign this security agreement, the assignee shall be entitled, upon notifying the Debtor, to performance of all Debtor's obligations and agreements under paragraphs III and VII, and assignee shall be entitled to all of the rights and remedies of Secured Party under this paragraph V, and...
 - (2) Debtor will assert no claims or defenses he may have against Secured Party or against its assignee except those granted in this security agreement, and...
- A) Upon Debtor's default, Secured Party shall have all rights set forth under the Uniform Commercial Code/Personal Property Security Act, including, but not limited to Article 9, and may exercise his rights of enforcement under the Uniform Commercial Code/Personal Property Security Act in force in the State/Province where the Collateral is located or where the UCC/PPSA Financing Statement is filed and in conjunction with, in addition to or substitution for those rights, at Secured Party's discretion, may
- (3) Declare all unpaid balances due and payable, notwithstanding otherwise stated maturities; and/or,
 - (4) Waive any default or remedy any default in any reasonable manner without any or all Accounts or other collateral or proceeds, or to sell, transfer, compromise, waiving the default remedied and without waiving any other prior or subsequent default.

VI Rights and Remedies of Debtor

Debtor shall have all the rights and remedies before or after default provided in Article 9 of the Uniform Commercial Code/Personal Property Security Act in force in the State/Province of where the Collateral is located or where the UCC/PPSA Financing Statement is filed.

VII Additional Agreements and Affirmations

- A. Debtor Agrees and Affirms
- (1) That information supplied and statements made by him in any financial or credit statement or application for credit prior to this security agreement are true and correct and,
 - (2) Debtor warrants and covenants that it will keep and maintain its business as presently constituted and will advise Secured Party immediately of any change in the name or nature or location thereof and of any fact or occurrence which does, or with lapse of time could, impair Debtor's ability to perform hereunder. Debtor warrants that all locations of collateral and all corporate, partnership, doing business, trade and individual names are listed below the signature line (hereon) are absolutely accurate and complete and that it will give Secured Party at least thirty (30) days prior written notice of any change thereof, addition thereto or deletion therefrom.
 - (3) That if Debtor is also buyer of the Collateral, there are no express warranties unless they appear in writing signed by the seller and there are no implied warranties of merchantability or fitness for a particular purpose in connection with the sale of the Collateral.
- B. Mutual Agreements
- (1) "Debtor" and "Secured Party" as used in this security agreement include the heirs, executors or administrators, successors or assigns of those parties.
 - (2) The law governing this secured transaction shall be that of the State/Province where the Collateral is located or where the UCC/PPSA Financing statement is filed.
 - (3) If more than one Debtor executes the security agreement, their obligations hereunder shall be joint and several.
 - (4) This agreement doesn't waive Secured Party's rights under any other agreement that Debtor has signed with the Secured Party.
 - (5) Debtor authorizes Secured Party to file a UCC/PPSA Financing Statement describing the collateral and appoints Secured Party as Debtor's agent and grants Secured Party limited Power of Attorney to sign UCC/PPSA forms for the purpose of protecting Secured Party's interest. Debtor waives its right to receive a verification statement evidencing the registration of a UCC/PPSA Financing Statement or UCC/PPSA Change Statement.

C. Further Assurances.

- (1) Debtor agrees to execute any further documents, and to take any further actions, reasonably requested by Secured Party to evidence or perfect the security interest granted herein or to effectuate the rights granted to the Secured Party herein.
- (2) Exact legal name is set forth in the first paragraph of this Security Agreement.

VIII Partial Invalidity

In the event that any one or more of the provisions contained in this Security Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Security Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

IN WITNESS WHEREOF, Debtor has executed this Security Agreement as of the date indicated above.

All Debtors

BY: _____
(Signature: If Sole Proprietor - owner/individual and spouse if married; if Corporation - President, Vice President, Treasurer, or Secretary; if LLC -member; if Partnership - all partners)

BY: _____
(Signature: If Sole Proprietor - owner/individual and spouse if married; if Corporation - President, Vice President, Treasurer, or Secretary; if LLC -member; if Partnership - all partners)

Title: _____
(If corporation show title; if partner or owner show which)

Title: _____
(If corporation show title; if partner or owner show which)

Email: _____

Email: _____

ACCEPTED at Houston, TX this _____ day of _____, 20____. Cinch Kit, LLC dba Qwikkit

BY: _____
 (Signature and Title)



Personal Guarantee

(Please complete a separate sheet for each Guarantor.)

Name of Account Guaranteed:
Guarantor: (Print Name)
Social Security Number:
Guarantor Address:
Guarantor Phone:

For valuable consideration and to induce Qwikkit Manufacturing to extend credit to Customer, I jointly and severally and unconditionally personally guarantee to promptly pay all past, present, and future indebtedness of Customer to Qwikkit, and all renewals, extensions, and rearrangements of such indebtedness, together with all interest, attorneys' fees and court costs for which Customer may become liable in connection therewith.

I agree to pay Qwikkit, or its successors or assigns, all costs and expenses, including reasonable attorneys' fees, incurred by Qwikkit in enforcing this Guaranty. This is a continuing guaranty. All extensions of credit and financial accommodations made by Qwikkit shall be conclusively presumed to have been made in acceptance hereof.

I waive notice of acceptance of this Guaranty and of any liability to which it applies or may apply, and waive presentment, demand, notice of dishonor or nonpayment, notice of intent to accelerate, notice of acceleration, protest and notice of protest, any other notice and diligence in collecting and bringing suit or any other action by Qwikkit in collection including any notice of default or other notice to, or demand on, any party. Qwikkit, its successors and assigns, shall not be liable for failure to use diligence in the collection of any indebtedness hereby guaranteed, or in preserving the liability of any person liable on said indebtedness.

This is a guaranty of payment and not of collection, and I waive any right to require Qwikkit to (a) proceed against Customer, (b) proceed against or exhaust any security or collateral, or (c) pursue any other remedy. I/we waive any defense of Customer or any other guarantor of Customer's indebtedness, and I/we shall remain personally liable hereunder regardless of whether Customer or any other person is found not liable for the indebtedness to Qwikkit.

Until all indebtedness shall have been paid in full, I/we waive any rights of subrogation, right to enforce any remedy which I/we or Qwikkit now or hereafter may have against Customer, and any right to participate in any security now or hereafter held by Qwikkit. This guaranty shall be available to the successors and assigns of Qwikkit and shall be binding upon Guarantor(s) successors, assigns, heirs and administrators.

I give permission for Qwikkit to check my personal credit history with any credit-reporting agency or perform a background check on my personal history.

Guarantor's Authorized Signature:
Printed Name: Date: