



ADMIRAL DISTRIBUTION
1499 E 40th Street
Houston, TX 77022
Phone: 713-202-2714 Fax: 713-204-2801
APPLICATION FOR CREDIT

DATE RECEIVED: _____

RECEIVED BY: _____

REMIT TO ADDRESS:
ACCOUNTING@ADMIRALDISTRIBUTION.COM

1. NAME OF COMPANY: _____
STREET ADDRESS: _____
STREET ADDRESS 2: _____
CITY: _____ STATE: _____ ZIP: _____
2. NAME OR NAMES OF PRINCIPALS: _____
TYPE OF COMPANY: _____ PROPRIETORSHIP: _____ PARTNERSHIP: _____ CORPORATION: _____
TYPE OF BUSINESS: _____ STARTED: _____
PHONE NUMBER: _____ FAX: _____
3. ACCOUNTS PAYABLE CONTACT: _____
STREET ADDRESS: _____
CITY: _____ STATE: _____ ZIP: _____
EMAIL: _____
PHONE NUMBER: _____ FAX: _____
4. ESTIMATED HIGH CREDIT REQUIRED: _____ DUNS: _____

BANK REFERENCES

1. NAME: _____ ADDRESS: _____
BRANCH: _____ CITY: _____ STATE: _____
OFFICER: _____ ZIP: _____ PHONE: _____
ACCOUNT NUMBER: _____

TRADE REFERENCES

- | | |
|-------------------------------------|-------------------------------------|
| 1. NAME: _____ | 2. NAME: _____ |
| STREET: _____ | STREET: _____ |
| CITY: _____ STATE: _____ ZIP: _____ | CITY: _____ STATE: _____ ZIP: _____ |
| CONTACT: _____ | CONTACT: _____ |
| EMAIL: _____ | EMAIL: _____ |
| PHONE: () _____ FAX: () _____ | PHONE: () _____ FAX: () _____ |
-
- | | |
|-------------------------------------|-------------------------------------|
| 3. NAME: _____ | 4. NAME: _____ |
| STREET: _____ | STREET: _____ |
| CITY: _____ STATE: _____ ZIP: _____ | CITY: _____ STATE: _____ ZIP: _____ |
| CONTACT: _____ | CONTACT: _____ |
| EMAIL: _____ | EMAIL: _____ |
| PHONE: () _____ FAX: () _____ | PHONE: () _____ FAX: () _____ |

I HEREBY CERTIFY THAT I HOLD VALID SELLER'S PERMIT NO. _____ ISSUED PURSUANT TO THE SALES AND USE TAX LAW: THAT I AM ENGAGED IN THE BUSINESS OF SELLING _____ (ATTACH CERTIFICATE).

Applicant hereby agrees that the Terms and Conditions attached hereto shall govern all purchases by Applicant from Admiral Distribution unless Applicant and Admiral Distribution expressly agree in writing otherwise.

FOR ACCOUNT SETUP
REMIT TO:
ADMIRAL ACCOUNTING
EMAIL: ACCOUNTING@ADMIRALDISTRIBUTION.COM

APPLICANT SIGNATURE: _____

APPLICANT TITLE: _____

DATE: _____



Admiral Distribution

VETERAN OWNED & OPERATED

Admiral Distribution, LLC.
1499 E 40th Street
Houston, TX 77022

Terms and Conditions

- Terms and Conditions Shall Control** – These terms and conditions will apply to all goods, labor, and/or services (collectively the “Goods”) furnished by Admiral Distribution, LLC, a Texas limited liability company (“**Admiral Distribution**”), to the buyer of such Goods (“**Customer**”) and the principals of the Customer (“**Guarantors**”). Customer and Admiral Distribution will collectively be referred to as the “**Parties**.” In addition, these terms and conditions will control in the event of a conflict between these terms and conditions and any terms and conditions contained in any purchase order, master service agreement, or any other agreement or document between Customer and Admiral Distribution.
- Acceptance and Termination of Order** – Acceptance of any order is subject to Admiral Distribution’s approval of Customer’s credit and Customer’s acceptance of these terms and conditions. If Customer’s credit becomes unsatisfactory to Admiral Distribution at any time, Admiral Distribution may, in its sole discretion, terminate an order of Customer or require Customer to pay COD. If Customer terminates an order, Customer will be responsible for the price and cost of all goods ordered (whether delivered or not) and all labor and/or services provided by Admiral Distribution up until the time the order is terminated.
- Price and Shipment** – Unless otherwise stated in the order and agreed to by Admiral Distribution in writing, prices shall be those in effect at the time of shipment, which shall be made F.O.B. shipping point, prepaid, and billed to Customer, and payment shall be due thirty days from the invoice date. All payments by Customer to Admiral Distribution shall be made by check or wire transfer, in immediately available funds, to the bank account designated by Admiral Distribution in the invoice.
- Taxes** – Prices shown may not include sales or other taxes imposed on the sale of the goods, labor, and/or services. Taxes now or hereafter imposed upon such sales or shipments will be added to the purchase price, and Customer will be invoiced for such taxes. Customer agrees to reimburse Admiral Distribution for such taxes or provide Admiral Distribution with an acceptable tax exemption certificate.
- Delay in Delivery** – Admiral Distribution is not responsible for delays in delivery of goods or performance of services caused by earthquakes, floods, hurricanes, named tropical storms, lightning strikes, ice storms, blizzards, icebergs, air and sea disasters, explosions and fire, epidemics, acts of God or public enemy, war, terrorism, national emergency, invasions, insurrections, riots, strikes, lockouts, blockades, any laws, rules, regulations, orders, directives of, or interference by any government, government agency, failure of its suppliers to ship or deliver on time, or any other circumstance beyond Admiral Distribution’s control.
- LIMITED WARRANTIES – ADMIRAL DISTRIBUTION WARRANTS ITS GOODS SHALL CONFORM TO THE CUSTOMER’S ORDER. ADMIRAL DISTRIBUTION DISCLAIMS AND MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES REGARDING ANY GOODS, LABOR, AND/OR SERVICES FURNISHED BY ADMIRAL DISTRIBUTION, AND ADMIRAL DISTRIBUTION SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** Customer shall inspect all Goods for damage or other non-conformities, including non-conformities with respect to quantity, and to the extent of any such damage or non-conformity, provide Admiral Distribution with written notice of the same, reasonably describing such damage or non-conformity within fifteen (15) days of delivery of such Goods or five (5) days from Customer’s discovery of such damages or non-conformities, whichever is earlier. Any notices of allegedly damaged Goods must be accompanied by photographs of the same. If Admiral Distribution does not actually receive this written notice within the time provided herein, any and all claims Customer may have with respect to such damaged or non-conforming Goods are irrevocably waived.
- LIMITATIONS OF LIABILITY - ADMIRAL DISTRIBUTION’S LIABILITY SHALL BE LIMITED TO EITHER THE REPAIR OR REPLACEMENT OF THE NONCONFORMING OR DEFECTIVE GOODS, LABOR, AND/OR SERVICES FURNISHED OR A REFUND OF THE PRICE THEREOF. IN THE EVENT SOME, BUT NOT ALL, OF THE GOODS DELIVERED ARE DAMAGED OR NON-CONFORMING, CUSTOMER SHALL REMAIN LIABLE FOR PAYMENT FOR ALL UNDAMAGED AND CONFORMING GOODS AND SHALL HAVE NO RIGHT TO REJECT THE UNDAMAGED AND CONFORMING GOODS. ADMIRAL DISTRIBUTION SHALL NOT BE LIABLE FOR AND CUSTOMER WAIVES ALL CLAIMS FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES. ADMIRAL DISTRIBUTION’S MAXIMUM CUMULATIVE LIABILITY TO CUSTOMER FOR ANY AND ALL CLAIMS OR SERIES OF CLAIMS IN THE AGGREGATE ARISING OUT OF OR IN CONNECTION WITH ANY GOODS, LABOR, AND/OR SERVICES FURNISHED BY ADMIRAL DISTRIBUTION SHALL NOT EXCEED 100% OF THE PRICE OF SUCH GOODS, LABOR, AND/OR SERVICES. THE LIMITATIONS OF LIABILITY DESCRIBED HEREIN SHALL APPLY TO ANY AND ALL CLAIMS (WHETHER ARISING IN TORT, INCLUDING NEGLIGENCE OR GROSS NEGLIGENCE, CONTRACT, OR OTHERWISE) EVEN IF CAUSED BY THE SOLE, JOINT, OR CONCURRENT NEGLIGENCE OR FAULT OF ADMIRAL DISTRIBUTION OR ADMIRAL DISTRIBUTION’S PARENT COMPANY, SUBSIDIARIES, AFFILIATES, CONTRACTORS (OF ANY TIER), SUCCESSORS OR ASSIGNS, AND SUCH PARTIES’ RESPECTIVE DIRECTORS, OFFICERS, MEMBERS, SHAREHOLDERS, AND EMPLOYEES.**
- Interest and Attorney Fees** – Interest shall accrue on amounts past due at the rate of 1.5% compounded monthly or the maximum rate permitted by law, whichever is less. In the event that customer breaches these terms and conditions, or a legal action is otherwise required to collect money due from Customer for goods, labor, and/or services, Customer shall pay all reasonable costs, including without limitation, collection agency costs, attorneys’ fees and court costs incurred by Admiral Distribution in connection with such action.
- Liens** – Admiral Distribution expressly reserves all lien and bond rights. Customer agrees to provide Admiral Distribution, upon request, information relevant to Admiral Distribution’s lien and bond claims or the perfection thereof.

I have read, understood, agree and am authorized to sign to the above terms and conditions.

INITIALS: _____

10. **Assignment** – Customer shall not assign its rights or delegate its duties hereunder, or any interest herein, without the prior written consent of Admiral Distribution. Any such assignment will be void.

11. **Waiver** – The failure of Admiral Distribution to insist upon the performance of any of these terms or conditions, or to exercise any right hereunder, shall not be deemed a waiver of such terms, conditions, or rights in the future, nor shall it be deemed to be a waiver of any other term, condition, or right hereunder.

12. **Severability** - If any provision herein is partially or completely void or unenforceable pursuant to applicable law, then such provision shall be deemed amended to the extent necessary to make it enforceable. If such an amendment is not possible, then such provision shall be deemed deleted. If any provision is so deleted, the remaining terms and conditions will remain in full force and effect.

13. **Entire Agreement and Amendment** - These terms and conditions constitute the entire understanding between the Parties and replace any previous oral or written agreements, representations, or statements. No modification or amendment to these terms and conditions will be effective unless it is in writing and signed by an authorized representative of both Parties. Any proposed modifications or additional terms are specifically rejected and deemed a material alteration hereof. If this document shall be deemed an acceptance of a prior offer by Customer, such acceptance is expressly conditional upon Customer's assent and agreement to any additional or different terms set forth herein.

14. **Personal Guarantee** - In consideration, the Guarantors hereby unconditionally guarantee to personally repay all monies owed, the obligation of the Guarantors shall be a continuing guaranty and not be terminated or changed in any aspect notwithstanding any circumstances or occurrence whatsoever which otherwise might terminate or change the obligation of the Customer. The Guarantors shall be personally obligated and liable hereon regardless of the inclusion hereunder of a corporate name or office. The Guarantors also agree that their liability under this guaranty shall be primary, and that in any right of action which shall occur, Admiral Distribution at its option may proceed against without having commenced any action against of having obtained any judgment against the Customer. This guaranty shall continue in force and shall not, by any act or omission, be deemed waived unless Admiral Distribution notifies the Customer and the Guarantors in writing, sent by registered certified mail, return receipt requested and signed by authorized representative of Admiral Distribution. Said notice shall specify the date on which this guaranty is to be terminated and such termination shall in no way release the Customer as to any sum or debt incurred prior to such termination. In the events any third parties are employed to collect any outstanding monies owed by the Customer, the Customer and the Guarantors agree to pay reasonable collection costs, including attorney fees, whether or not litigation has commenced, and all costs of litigation incurred.

15. **Disclaimer of Reliance** - Customer acknowledges that it agrees to these terms and conditions by its own free choice and without any inducement offered in any way other than the express terms and conditions contained herein. Customer warrants and represents that no promise, agreement, representation, inducement or condition not set forth in these terms and conditions has been made or relied upon by Customer in agreeing to these terms and conditions. Customer is relying solely upon its own judgment in agreeing to these terms and conditions.

16. **Law / Forum / Arbitration** - These terms and conditions and the relations between the Parties shall be governed by the procedural and substantive laws of the state of Texas, irrespective of conflict of laws rules which would direct the application of the substantive or procedural law of another jurisdiction. If Customer's principal place of business is in any state, territory, or district of the United States of America, each party: (a) irrevocably submits to the jurisdiction and venue of the courts located in Harris County, Texas for the resolution of any and all disputes arising from or relating to these terms, the agreement and the relations between the Parties; and **(B) KNOWINGLY AND VOLUNTARILY WAIVES ALL RIGHTS TO A JURY TRIAL IN ANY LEGAL PROCEEDING ARISING FROM OR RELATING TO THESE TERMS AND THE RELATIONS BETWEEN THE PARTIES.** If Customer's principal place of business is not in any state, territory, or district in the United States of America, each party agrees all disputes arising out of or relating to these terms and conditions, the relationship between the Parties, or any orders or agreements between the parties, shall be finally settled under the Rules of the International Chamber of Commerce by a single impartial and qualified arbitrator appointed in accordance with the said rules within the limits of the City of Houston, Texas. The arbitrator will have the authority to determine the validity and existence of an agreement between the Parties including, without limitation, the existence of the agreement containing this arbitration agreement and apportion liability between the Parties, but will not have authority to award any damages or remedies not available under, or in excess of, the terms herein. The arbitration award will be presented to the Parties in writing, upon request, will include findings of fact and conclusions of law, and may be confirmed, reviewed, and enforced in any local, state, or federal court located within Houston, Texas. The Parties expressly reserve all rights to pursue injunctive relief in any court located in Houston, Texas. The Parties acknowledge and agree that these terms and conditions govern activities in interstate commerce, and, accordingly, the Federal Arbitration Act of the United States shall control and apply to all arbitration conducted hereunder notwithstanding any state law provisions to the contrary.

17. **CUSTOMER ACKNOWLEDGMENT - CUSTOMER HAS READ ALL OF THESE TERMS AND CONDITIONS. CUSTOMER HAS HAD THE OPPORTUNITY TO ASK ANY QUESTIONS CONCERNING THE TERMS AND CONDITIONS BEFORE AGREEING TO THEM. CUSTOMER FURTHER STATES THAT IT HAS BEEN ADVISED BY AN ATTORNEY OF ITS CHOICE AND SELECTION, OR HAS HAD THE OPPORTUNITY TO CONSULT WITH SUCH ATTORNEY REGARDING THE BENEFITS AND DETRIMENTS OF AGREEING TO THESE TERMS AND CONDITIONS. CUSTOMER HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS. CUSTOMER HAS BEEN ADVISED TO KEEP A COPY OF THE TERMS AND CONDITIONS.**

18. Notwithstanding anything to the contrary, all orders placed with Admiral Distribution by Customer are subject to immediate cancellation at Admiral Distribution's sole discretion in the event of any finding or recommendation by the U.S. Department of Commerce pursuant to Section 232(B) of the Trade Expansion Act of 1962 that the country of origin of or the import of the materials to be furnished by Admiral Distribution to Customer threatens to impair U.S. national security, whether such finding or opinion is issued prior to or after Customer's acceptance of the material. This includes any agreement or action by the U.S. Government, including but not limited to the imposition of any tariff(s) or quotas applicable to the order and any action by the U.S. Government against unfairly traded products, regardless of whether such recommendation, agreement or action is proactively or retroactively enforced. Additionally, in the event the U.S. Government makes a recommendation or takes any action referenced herein, Admiral Distribution may demand specific performance of the order and Customer shall pay Admiral Distribution for any additional tariffs, taxes or fees imposed upon any materials furnished by Admiral Distribution to Customer within thirty (30) days of delivery of an invoice for such amounts to Customer from Admiral Distribution.

I have read, understood, agree and am authorized to sign to the above terms and conditions.

INITIALS: _____

Texas Sales and Use Tax Resale Certificate

| | | | | | | | | | | | | | |
|---|---|--|---|--|--|--|--|--|--|--|--|--|--|
| Name of purchaser, firm or agency as shown on permit | Phone (Area code and number) | | | | | | | | | | | | |
| Address (Street & number, P.O. Box or Route number) | | | | | | | | | | | | | |
| City, State, ZIP code | | | | | | | | | | | | | |
| Texas Sales and Use Tax Permit Number (must contain 11 digits) | | | | | | | | | | | | | |
| <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 25px; height: 15px;"></td> <td style="border: 1px solid black; width: 25px; height: 15px;"></td> <td style="border: 1px solid black; width: 25px; height: 15px;"></td> <td style="border: 1px solid black; width: 25px; height: 15px;"></td> <td style="border: 1px solid black; width: 25px; height: 15px;"></td> <td style="border: 1px solid black; width: 25px; height: 15px;"></td> <td style="border: 1px solid black; width: 25px; height: 15px;"></td> <td style="border: 1px solid black; width: 25px; height: 15px;"></td> <td style="border: 1px solid black; width: 25px; height: 15px;"></td> <td style="border: 1px solid black; width: 25px; height: 15px;"></td> <td style="border: 1px solid black; width: 25px; height: 15px;"></td> <td style="border: 1px solid black; width: 25px; height: 15px;"></td> </tr> </table> | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| Out-of-state retailer's registration number or Federal Taxpayers Registry (RFC) number for retailers based in Mexico | | | | | | | | | | | | | |
| <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 250px; height: 15px;"></td> <td style="padding-left: 10px;">(Retailers based in Mexico must also provide a copy of their Mexico registration form to the seller.)</td> </tr> </table> | | | (Retailers based in Mexico must also provide a copy of their Mexico registration form to the seller.) | | | | | | | | | | |
| | (Retailers based in Mexico must also provide a copy of their Mexico registration form to the seller.) | | | | | | | | | | | | |

I, the purchaser named above, claim the right to make a non-taxable purchase (for resale of the taxable items described below or on the attached order or invoice) from:

Seller: _____

Street address: _____

City, State, ZIP code: _____

Description of items to be purchased on the attached order or invoice:

Description of the type of business activity generally engaged in or type of items normally sold by the purchaser:

The taxable items described above, or on the attached order or invoice, will be resold, rented or leased by me within the geographical limits of the United States of America, its territories and possessions or within the geographical limits of the United Mexican States, in their present form or attached to other taxable items to be sold.

I understand that if I make any use of the items other than retention, demonstration or display while holding them for sale, lease or rental, I must pay sales tax on the items at the time of use based upon either the purchase price or the fair market rental value for the period of time used.

I understand that it is a criminal offense to give a resale certificate to the seller for taxable items that I know, at the time of purchase, are purchased for use rather than for the purpose of resale, lease or rental, and depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.

| | | |
|--|-------|------|
|  Purchaser | Title | Date |
|--|-------|------|

This certificate should be furnished to the supplier.
Do not send the completed certificate to the Comptroller of Public Accounts.