

# TAYLOR IRON-MACHINE WORKS, INC.

208 Bland Street • Po Box 188 • Taylor TX 76574 • Metro (512) 365-3648 • Local (512)352-3646

## CREDIT AGREEMENT

BUYER:

\_\_\_\_\_  
\_\_\_\_\_

SELLER:

Taylor Iron Machine Works, Inc  
208 Bland St, Taylor, TX 76574

The above BUYER desires to maintain a credit account with SELLER, and agrees to the following terms, charges and conditions:

1. BUYER understands its responsibility at the time of purchase to furnish all information required to properly invoice BUYER for any merchandise or service furnished by SELLER.
2. BUYER agrees to pay SELLER for all sales on account on or before the 10<sup>th</sup> day of the month following the date of invoice (unless otherwise specified in the particular invoice) at SELLER's office in Taylor, Williamson County, Texas. It is agreed that a service charge of 1.5% per month (18% annually) shall be due and payable on all outstanding balances on the BUYER's account which are due and unpaid by the 30<sup>th</sup> day of the month following the date of invoice (unless otherwise specified on the invoice). Any partial payments upon the account shall be credited first to the accrued service charges, if any, and then to the unpaid balance of the account, unless otherwise decided by SELLER.
3. If the account is placed in the hands of an attorney for collection, or is collected through probate, bankruptcy, or other judicial proceedings, BUYER agrees and promises to pay 15% of the unpaid balance of the account as attorney's fees for collection, plus any and all other costs and expenses of collection.
4. Items left over 90 days may be subject to sale to pay for the cost of the item.
5. All returned items must be accompanied by an invoice or packing list, and are subject to 15% restocking charge to cover the cost of handling. Return of materials is subject to prior approval.
6. The types of materials that are to be purchased by BUYER hereunder will constitute either equipment or inventory of BUYER rather than consumer goods, said materials to be more fully described in the invoices submitted to BUYER in connection with any purchase. To secure the payment of any unpaid balance of BUYER's account from time to time, BUYER hereby grants a purchase money security interest in any and all equipment and/or inventory purchased from SELLER; provided, however, that said security interest shall not be perfected unless and until the unpaid balance of BUYER's account is not timely paid in accordance with paragraph 2 above. BUYER agrees that in connection with the perfection of said security interest, a copy of this agreement shall be sufficient as a financing statement.
7. The laws of the State of Texas shall govern the interpretation and enforceability of this agreement, and any suit to enforce this agreement shall be brought in Williamson County, Texas. This agreement and all purchase orders shall be accepted at the office of SELLER in Taylor, Texas, and performance by the SELLER will occur in Taylor, Texas unless otherwise indicated. No provision of this agreement shall be modified or limited except as agreed to in writing by the parties hereto. If any provision hereof shall for any reason be or become invalid or unenforceable, the remainder hereof shall not be affected thereby. No waiver of any obligation under this agreement by SELLER shall operate as a waiver of any other obligation. The undersigned warrants that he has executed this agreement as an act of and with full authority to bind BUYER.

\_\_\_\_\_  
Authorized Individual to Sign

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

**TIMWINC**

**CNC & MANUAL MACHINING • PROTOTYPES • REPAIR • FABRICATING • CUSTOM MANUFACTURING • CNC TORCH**

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