

Commercial Credit Application & Agreement

Thank you for your interest in opening a trade account with Sun City Energy Supplies. Open terms let your estimators, foremen and drivers order, pick up at will-call, and take fleet delivery without a card every time. Please complete every section, sign where indicated, and return this form with the items listed below to **accounting@suncityenergysupplies.com**. Typical approval is within 2–3 business days. Questions: (915) 332-7961.

WHAT TO SEND WITH THIS APPLICATION

- ☐ Completed and signed application (Sections 1–8)
- ☐ Personal Guaranty (Section 9) signed by one owner or officer
- ☐ W-9 (if requested)

- ☐ Texas Sales & Use Tax Resale Certificate (Form 01-339) or NM NTTC / exemption certificate, if claiming exemption
- ☐ Certificate of Formation / Articles, or Assumed Name (DBA) certificate
- ☐ Most recent year-end financial statement (requested for limits above \$25,000)

1. APPLICANT / BUSINESS INFORMATION

LEGAL NAME OF BUSINESS (exact name as registered with the Secretary of State)

DBA / TRADE NAME(S)

ENTITY TYPE ☐ Corporation ☐ LLC ☐ Partnership ☐ Sole proprietor ☐ Other:

STATE OF FORMATION

FEDERAL TAX ID (EIN) DATE ESTABLISHED YRS. CURRENT OWNERSHIP NO. OF EMPLOYEES WEBSITE

TX SALES & USE TAX PERMIT NO. (OR NM CRS NO.)

D-U-N-S NO. (optional)

TAX-EXEMPT / RESALE? ☐ Yes – certificate attached ☐ No

TYPE OF BUSINESS ☐ Insulation contractor ☐ Mechanical / HVAC ☐ General contractor ☐ Industrial / plant

BILLING / MAILING ADDRESS CITY STATE ZIP

PHYSICAL / SHOP ADDRESS (IF DIFFERENT) CITY STATE ZIP

MAIN PHONE FAX EMAIL FOR INVOICES & STATEMENTS PO REQUIRED ON ORDERS? ☐ Yes ☐ No

ACCOUNTS PAYABLE CONTACT A/P PHONE A/P EMAIL

PURCHASING / ESTIMATING CONTACT PHONE EMAIL

2. OWNERS, OFFICERS & PRINCIPALS

List every owner, member, partner or officer holding 20% or more. One principal must sign the Personal Guaranty in Section 9; Sun City may request an additional guarantor based on its review.

PRINCIPAL 1 – FULL LEGAL NAME TITLE % OWNED MOBILE PHONE EMAIL

HOME ADDRESS CITY STATE ZIP

PRINCIPAL 2 – FULL LEGAL NAME TITLE % OWNED MOBILE PHONE EMAIL

HOME ADDRESS CITY STATE ZIP

3. CREDIT REQUESTED

CREDIT LIMIT REQUESTED \$

EST. MONTHLY PURCHASES \$

PRIMARY JOBSITE AREA(S) / COUNTIES SERVED

BOUGHT FROM US BEFORE? ☐ Yes ☐ NoHAS THE BUSINESS OR ANY PRINCIPAL ☐ filed bankruptcy in the past 7 years? ☐ had a judgment or lien filed in the past 5 years? ☐ No

IF YES, EXPLAIN (INCLUDE DATES, COURT AND STATUS)

4. BANK REFERENCE

BANK NAME

BRANCH CITY / STATE

BANKER / CONTACT

PHONE

ACCOUNT NO. (LAST 4 OK)

AVG. BALANCE / CREDIT LINE (\$) (optional)

ACCOUNT TYPE ☐ Checking ☐ Line of credit ☐ Loan ☐

5. TRADE REFERENCES (three supplier accounts currently open — building-material or industrial suppliers preferred)

REFERENCE 1 – COMPANY

CONTACT / CREDIT DEPT.

PHONE

EMAIL OR FAX

YOUR ACCOUNT NO.

REFERENCE 2 – COMPANY

CONTACT / CREDIT DEPT.

PHONE

EMAIL OR FAX

YOUR ACCOUNT NO.

REFERENCE 3 – COMPANY

CONTACT / CREDIT DEPT.

PHONE

EMAIL OR FAX

YOUR ACCOUNT NO.

6. AUTHORIZED PURCHASERS & WILL-CALL PICKUP

Persons listed below may place orders, sign delivery tickets and pick up material at will-call on this account. Applicant remains responsible for all purchases made on the account by anyone, listed or not, unless Sun City has received written notice revoking that person's authority before the purchase.

NAME 1

TITLE / ROLE

MOBILE

NAME 2

TITLE / ROLE

MOBILE

NAME 3

TITLE / ROLE

MOBILE

NAME 4

TITLE / ROLE

MOBILE

☐ Anyone presenting a company PO may purchase ☐ Only the persons listed above may purchase

FOR SUN CITY USE ONLY

DECISION ☐ Approved ☐ Approved w/ conditions ☐ Declined ☐ C.O.D. only

LIMIT APPROVED (\$)

TERMS

Net 30

APPROVED BY (NAME / TITLE)

Signature

Date

CUSTOMER ACCOUNT NO.

VERIFIED ☐ Bank ref ☐ Trade refs (3) ☐ Business credit report ☐ Guarantor report(s) ☐ Entity status (SOS) ☐ Tax cert on file

CONDITIONS / NOTES (E.G., GUARANTY LIMIT, DEPOSIT, REVIEW DATE)

7. TERMS AND CONDITIONS OF SALE AND CREDIT

1. Credit and Payment. Credit is extended at the sole discretion of Sun City Energy Supplies ("Sun City" or "Seller") and may be limited, reduced, suspended or withdrawn at any time, with or without notice, with or without cause. Unless otherwise stated on the invoice, payment is due in full within thirty (30) days of the invoice date (Net 30). Approved credit limits are not a commitment to sell and Sun City may require payment in advance, C.O.D., a deposit or additional security on any order. Applicant ("Customer") agrees to remit payment to the remit-to address shown on Sun City's invoice. Any early-payment discount offered on an invoice is forfeited, and may be charged back, if payment is not received by the discount date.

2. Service Charge; Returned Items. All past-due balances are subject to a service charge of 1.5% per month (18% per annum) or the maximum rate permitted by applicable law, whichever is less, accruing from the due date until paid in full. A \$30.00 processing fee, or the maximum amount permitted by law, will be assessed on each returned check, reversed ACH or disputed card payment, in addition to any discount charged back under Section 1.

3. Collection Costs and Attorneys' Fees. If any action is required to collect a past-due balance, Customer shall pay all costs of collection, including court costs, collection-agency fees and reasonable attorneys' fees, whether or not suit is filed, as permitted by Chapter 38 of the Texas Civil Practice and Remedies Code and other applicable law.

4. Application of Payments; Statements. Sun City may apply any payment to any invoice, service charge or cost on the account in its discretion, and no restrictive endorsement or "paid in full" notation on any check or remittance will bind Sun City. Customer agrees to review each statement of account and to notify Sun City in writing of any disputed item within thirty (30) days of the statement date; statements not disputed within that period are deemed correct and accepted as an account stated.

5. Prices and Quotations. Written quotations are valid for thirty (30) days unless otherwise stated and are subject to manufacturer price changes, surcharges and availability. Prices do not include sales, use, excise or similar taxes, which Customer agrees to pay unless a valid resale or exemption certificate is on file. Verbal quotations are not binding. Clerical errors are subject to correction.

6. Delivery, Title and Risk of Loss. Unless otherwise agreed in writing, all sales are F.O.B. Sun City's warehouse. Title and risk of loss pass to Customer upon delivery to Customer, Customer's representative, or a carrier (including Sun City's own fleet) at the shipping point; for material delivered by Sun City's fleet, risk of loss passes when the material is unloaded at the jobsite or other location Customer designates. Delivery dates are estimates only. Customer is responsible for providing safe and accessible jobsite access and for any waiting-time, redelivery, restocking or storage charges resulting from Customer's inability to accept delivery. Material direct-shipped from a manufacturer is subject to the manufacturer's shipping terms. Any person at the delivery location who signs a delivery ticket or accepts material is deemed authorized by Customer to do so.

7. Inspection, Shortages and Claims. Customer shall inspect all material upon receipt. Claims for shortage, damage in transit, or nonconforming material must be noted on the delivery ticket or bill of lading and reported to Sun City in writing within three (3) business days of receipt; otherwise the material is deemed accepted and conforming. Damage in transit by a common carrier must also be claimed against the carrier by Customer.

8. Returns. No material may be returned without a return authorization issued by Sun City. Returnable stock items must be unused, in original, resalable packaging and returned within thirty (30) days of invoice, and are subject to a restocking charge of fifteen percent (15%) of the invoice price. Special-order, non-stock, direct-ship, cut, fabricated or custom material and any material that has been exposed to weather is not returnable.

9. WARRANTY DISCLAIMER; LIMITATION OF LIABILITY. SUN CITY IS A DISTRIBUTOR AND NOT THE MANUFACTURER OF THE PRODUCTS IT SELLS. THE ONLY WARRANTY ON ANY PRODUCT IS THE WRITTEN WARRANTY, IF ANY, OF ITS MANUFACTURER, WHICH SUN CITY WILL PASS THROUGH TO CUSTOMER TO THE EXTENT PERMITTED. SUN CITY MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ALL PRODUCTS ARE SOLD "AS IS." IN NO EVENT SHALL SUN CITY BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, DELAY, BACKCHARGES, LIQUIDATED DAMAGES OR THE COST OF REMOVAL, REINSTALLATION OR REPLACEMENT, WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE. SUN CITY'S TOTAL LIABILITY ON ANY CLAIM SHALL NOT EXCEED THE PRICE PAID FOR THE SPECIFIC PRODUCT GIVING RISE TO THE CLAIM.

10. Suitability, Specifications and Safety. Customer is solely responsible for determining that the products ordered are suitable for the intended application and comply with applicable plans, specifications, codes, insurance requirements and jobsite safety rules, and for the proper handling, storage, installation and use of the products. Product data sheets, safety data sheets and material certifications are furnished as published by the manufacturer and Sun City does not warrant their accuracy.

11. Indemnification. Customer shall defend, indemnify and hold harmless Sun City, its owners, employees and agents from all claims, losses, damages, fines and expenses (including attorneys' fees) arising out of Customer's handling, storage, installation, use, resale or disposal of products purchased from Sun City, or any breach of this Agreement by Customer.

12. Lien and Bond Rights. Nothing in this Agreement waives or limits Sun City's right to file and enforce mechanic's and materialman's liens, bond claims, trapping notices or stop notices under Chapter 53 of the Texas Property Code, the New Mexico Mechanics' and Materialmen's Lien Act, or any other applicable law. Customer agrees, upon request, to promptly furnish the project name and address, owner, general contractor, surety and lender for any job to which material is delivered, and Customer consents to Sun City sending preliminary and other statutory notices to those parties.

13. Credit Information; Ongoing Authorization. Customer authorizes Sun City, now and for as long as any balance is owed or the account remains open, to obtain business credit reports on Customer, to contact the bank and trade references listed in this Application and any others that come to Sun City's attention, to exchange credit and payment-experience information with other suppliers, credit-reporting agencies and industry credit groups, and to report Customer's payment history on this account.

14. Changes in Business. Customer shall notify Sun City in writing within ten (10) days of any change in its legal name, entity type, ownership or control, address, or the authority of any person listed in Section 6. Customer and each Guarantor remain liable for all purchases made on the account before Sun City receives that written notice, regardless of who placed the order.

15. Force Majeure. Sun City shall not be liable for any delay or failure to deliver caused by circumstances beyond its reasonable control, including manufacturer or carrier delays, allocation, material shortages, weather, labor disputes, accidents, acts of God, governmental action or pandemic, and may allocate available product among its customers in its discretion.

16. Governing Law; Venue; JURY WAIVER. This Agreement and every sale under it are governed by the laws of the State of Texas, without regard to its conflict-of-laws rules. Customer agrees that all obligations under this Agreement are performable in El Paso County, Texas, consents to the exclusive jurisdiction of the state and federal courts located in El Paso County, Texas for any dispute arising out of this Agreement or the account, and waives any objection based on inconvenient forum; provided that Sun City may also bring suit in any county or state in which Customer, a Guarantor, or a jobsite is located. **CUSTOMER AND SUN CITY EACH KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE ACCOUNT, OR ANY SALE BETWEEN THEM.**

17. Entire Agreement; Modification. This Application and Agreement, together with Sun City's invoices, delivery tickets and any written quotation, constitute the entire agreement between the parties regarding the sale of products and supersede all prior understandings. These Terms govern every sale to Customer and prevail over any conflicting or additional terms in Customer's purchase order, subcontract flow-down or other document, all of which are rejected; Sun City's acceptance or fulfillment of an order is expressly conditioned on Customer's assent to these Terms. These Terms may not be modified by any oral statement or e-mail of Sun City personnel; any modification must be in a writing signed by an officer of Sun City. Sun City may revise these Terms prospectively by posting revised terms at suncityenergysupplies.com or by written notice, and orders placed after the effective date of a revision constitute acceptance of the revised Terms.

18. Miscellaneous. If any provision of this Agreement is held unenforceable, it shall be modified to the minimum extent necessary and the remaining provisions shall remain in full force. No failure or delay by Sun City in exercising any right is a waiver of it. Customer may not assign this Agreement or the account without Sun City's written consent; Sun City may assign this Agreement and any receivable. Customer agrees that this Agreement, the Guaranty and any related document may be signed and delivered electronically, by fax or by scanned copy, and that electronic signatures and records have the same force as originals under the Texas Uniform Electronic Transactions Act and the federal E-SIGN Act. Section headings are for convenience only.

8. APPLICANT CERTIFICATION, AUTHORIZATION & SIGNATURE

The undersigned certifies that he or she is authorized to sign this Application on behalf of the Applicant business named in Section 1 and to bind it to the Terms and Conditions in Section 7; that the information in this Application is true, complete and correct and is given to induce Sun City to extend credit; that Applicant is solvent, is able to pay its debts as they come due, and has not filed, and does not presently intend to file, any petition in bankruptcy or for reorganization; and that Applicant has read, understands and agrees to the Terms and Conditions of Sale and Credit, which are incorporated into and made part of this Application.

Applicant authorizes Sun City and its agents to verify any information provided, to contact the bank and trade references listed, and to obtain business credit reports on Applicant and, where a principal is or will be personally liable on the account as a guarantor, consumer credit reports on that principal, both now and from time to time in connection with the review, extension, renewal or collection of credit. Applicant will promptly notify Sun City of any material adverse change in its financial condition.

NOTICE UNDER THE EQUAL CREDIT OPPORTUNITY ACT. The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580. **If your application for business credit is denied, you have the right to a written statement of the specific reasons for the denial.** To obtain the statement, please contact Sun City Energy Supplies, Credit Department, at accounting@suncityenergysupplies.com or (915) 332-7961 within 60 days from the date you are notified of our decision. We will send you a written statement of reasons for the denial within 30 days of receiving your request.

APPLICANT (LEGAL BUSINESS NAME)

PRINTED NAME OF AUTHORIZED SIGNER

TITLE

Signature of authorized signer (sign in ink or with an electronic signature)

Date

9. CONTINUING PERSONAL GUARANTY (to be signed individually by an owner or officer of the Applicant)

READ CAREFULLY BEFORE SIGNING. By signing below you personally and unconditionally guarantee payment of all amounts the Applicant business now or later owes Sun City Energy Supplies. This is a continuing guaranty of payment, not merely of collection: Sun City may collect from you directly without first pursuing the business. It applies even if you later sell your interest, leave the business, or the business is dissolved or files bankruptcy, until you revoke it in writing as provided in Paragraph 7. You are encouraged to consult an attorney before signing.

1. Guaranty. For value received, and to induce Sun City Energy Supplies ("Creditor") to sell products and extend credit to the Applicant named in Section 1 of this Application ("Debtor"), the undersigned ("Guarantor"), jointly and severally with every other guarantor of Debtor's obligations, absolutely, unconditionally and irrevocably guarantees to Creditor the full and prompt payment when due, whether at stated maturity, by acceleration or otherwise, of all indebtedness and obligations of Debtor to Creditor of every kind, whether now existing or hereafter arising, whether direct or indirect, absolute or contingent, and whether evidenced by invoice, open account, note, judgment or otherwise, including all service charges, finance charges, returned-item fees, costs of collection and attorneys' fees (collectively, the "Guaranteed Indebtedness"). There is no limit on the amount of the Guaranteed Indebtedness covered by this Guaranty unless a dollar limit is written in the space provided below and initialed by an officer of Creditor.

2. Guaranty of Payment, Not Collection. This is a guaranty of payment and performance, not of collection. Upon any default by Debtor, Creditor may proceed directly against Guarantor without first making demand upon, filing suit against, or exhausting any remedy against Debtor, any other guarantor, or any collateral. Guarantor's liability is primary and independent of Debtor's.

3. Waivers. Guarantor waives: notice of acceptance of this Guaranty; notice of any credit extended, product sold, or indebtedness incurred by Debtor; presentment, demand for payment, protest, notice of dishonor and notice of default; notice of any change in Debtor's financial condition; any right to require Creditor to marshal assets; all suretyship and other defenses available to a guarantor under Texas law, including those under Chapter 43 of the Texas Civil Practice and Remedies Code and Rule 31 of the Texas Rules of Civil Procedure, to the fullest extent they may be waived; and any defense based on the invalidity or unenforceability of the Guaranteed Indebtedness as against Debtor, including by reason of Debtor's lack of authority, dissolution, bankruptcy or discharge.

4. Creditor's Rights; No Discharge. Guarantor agrees that Creditor may, without notice to or consent of Guarantor and without releasing or affecting Guarantor's liability: extend, renew, modify, compromise, accelerate or otherwise change the time or terms of payment of any Guaranteed Indebtedness; increase, decrease, suspend or terminate Debtor's credit limit; accept partial payments; take, release, substitute or fail to perfect any collateral or security; release, settle with or fail to pursue Debtor or any other guarantor; and apply any payment or collateral to any portion of the Guaranteed Indebtedness in any order Creditor elects. Guarantor's obligations shall not be discharged by any change in Debtor's name, ownership, structure or management, or by the fact that Guarantor ceases to be an owner, officer, employee or member of Debtor.

5. Reinstatement. If any payment received by Creditor on the Guaranteed Indebtedness is later rescinded, avoided or must be returned by Creditor as a preference, fraudulent transfer or otherwise, this Guaranty shall be reinstated and Guarantor shall remain liable for that amount as though it had never been paid.

6. Subrogation. Until all Guaranteed Indebtedness has been paid in full, Guarantor waives and subordinates to Creditor all rights of subrogation, reimbursement, indemnity and contribution that Guarantor may have against Debtor or any other guarantor, and any claim against or security in property of Debtor.

7. Continuing Guaranty; Revocation. This is a continuing guaranty that remains in effect until revoked. Guarantor may revoke this Guaranty only by written notice delivered to Creditor by certified mail, return receipt requested, at the address shown on Creditor's current invoice (or by e-mail to accounting@suncityenergysupplies.com with written confirmation of receipt from Creditor). Revocation becomes effective thirty (30) days after Creditor's receipt of the notice and applies only to Guaranteed Indebtedness arising from orders placed after the effective date. Guarantor remains fully liable for all Guaranteed Indebtedness arising from orders placed before the effective date, including service charges and costs accruing on it afterward. Revocation by one guarantor does not affect the liability of any other guarantor.

8. Death or Incapacity. This Guaranty binds Guarantor's heirs, executors, administrators and estate. Guarantor's death or incapacity shall not revoke this Guaranty as to Guaranteed Indebtedness existing at that time or arising thereafter until Creditor receives written notice of revocation from Guarantor's legal representative as provided in Paragraph 7.

9. Credit Investigation; Financial Information. Guarantor acknowledges that he or she is or will be personally liable on Debtor's account and, in connection with the review, extension, renewal, monitoring or collection of that credit, authorizes Creditor and its agents, now and from time to time hereafter, to obtain consumer credit reports and other credit information about Guarantor from any consumer reporting agency and any other source, to verify the information in this Guaranty, and to report Guarantor's payment history. Guarantor agrees to furnish current financial information upon Creditor's reasonable request and represents that the information provided below is true and complete.

10. Costs of Enforcement. Guarantor shall pay all costs incurred by Creditor in enforcing this Guaranty or collecting the Guaranteed Indebtedness from Guarantor, including court costs and reasonable attorneys' fees, whether or not suit is filed.

11. Governing Law; Venue; JURY WAIVER. This Guaranty is performable in El Paso County, Texas and is governed by the laws of the State of Texas. Guarantor irrevocably submits to the jurisdiction of the state and federal courts located in El Paso County, Texas, agrees that venue for any action on this Guaranty is proper there, and waives any objection based on lack of personal jurisdiction, improper venue or inconvenient forum; provided that Creditor may bring suit in any other court where jurisdiction over Guarantor may be obtained. **GUARANTOR KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION ARISING OUT OF OR RELATING TO THIS GUARANTY OR THE GUARANTEED INDEBTEDNESS.**

12. General. This Guaranty is for the benefit of Creditor and its successors and assigns and may be assigned by Creditor with the Guaranteed Indebtedness. It is the entire agreement of Guarantor and Creditor regarding its subject and may be amended or released only in a writing signed by an officer of Creditor. If any provision is unenforceable, the remainder shall be enforced. Guarantor signs this Guaranty in his or her individual capacity, regardless of any title shown, and acknowledges that no representation has been made by Creditor to induce this Guaranty other than the extension of credit to Debtor. This Guaranty is effective upon signing and is not conditioned on any further approval or notice by Creditor; Creditor's extension of any credit to Debtor is sufficient consideration.

GUARANTY \$ LIMIT (blank = unlimited)

OFFICER INITIALS (IF LIMITED)

DEBTOR (APPLICANT) LEGAL NAME

GUARANTOR (complete and sign individually — do not sign in a company capacity)

FULL LEGAL NAME OF GUARANTOR (INDIVIDUAL)

TITLE / RELATIONSHIP TO DEBTOR

DATE OF BIRTH

HOME STREET ADDRESS (NO P.O. BOX)

CITY

STATE

ZIP

SOCIAL SECURITY NO. (for credit report)

DRIVER'S LICENSE NO. / STATE

MOBILE PHONE

PERSONAL EMAIL

Signature of Guarantor, individually

Date

Witness (optional)

OPTIONAL ACKNOWLEDGMENT (not required for validity; recommended for guaranties over \$25,000 or where the Guarantor signs outside Creditor's presence)

STATE OF _____ § COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 20____, by _____ (name of Guarantor), in his or her individual capacity.

Notary Public, State of _____
(Seal)

Printed name of Notary

My commission expires