



Remit To:
P.O. Box 790
Beaumont, TX 77704

Application For Credit

Dragon Products, Ltd Dragon ESP, Ltd Dragon Rig Sales & Service
Companies of The Modern Group, Ltd

Salesman: _____

Contact Email Address: _____

1. COMPANY INFORMATION

Full Legal Name/Business Entity	Phone Number	Fax Number
Billing Address	City	State Zip
Physical Address	City	State Zip
Company Type:		
_____ Proprietorship _____ Partnership _____ Franchisee _____ Corporation Other _____		

2. BUSINESS CREDIT INFORMATION

Name of Principal	Federal Tax I.D. (if incorporated)	Year business established
At present location since	DUNS Number	Principal business of firm
Credit line requested (USD)	Are you TAX EXEMPT?(If yes, plus provide an exemption certificate)	Is a PO REQUIRED? (Yes or No)

3. BANK REFERENCES

Bank Name	Account #	Contact
Address	City	State Zip Phone

4. CREDIT REFERENCES

Company Name	Contact	Account #
Address	City	State Zip Phone
Company Name	Contact	Account #
Address	City	State Zip Phone
Company Name	Contact	Account #
Address	City	State Zip Phone



CONTINUED FROM PAGE 1 – CREDIT APPLICATION

IN COMPLETING THIS APPLICATION FOR CREDIT, WE HEARBY AGREE THAT:

ALL INFORMATION GIVEN IS CORRECT, COMPLETE AND ARE ABLE TO PAY WITHIN TERMS.

PURCHASE ORDERS WILL BE ACCEPTED AS LONG AS NO TERMS OTHER THAN THOSE SET FORTH BY THE MODERN GROUP ARE INCLUDED ON THE PURCHASE ORDER. ALL RETURNED CHECKS WILL BE CHARGED A NSF FEE. THE NSF FEE WILL BE THE MAXIMUM AMOUNT ALLOWED BY THE STATE OF TEXAS. AFTER WHICH YOUR ACCOUNT MAY BE PLACED ON A "CASH ONLY" BASIS.

WE AGREE TO PAY ALL AMOUNTS DUE UNDER THIS AGREEMENT UNTIL THE MODERN GROUP, LTD., OR ITS SUBSIDIARIES HAS RECEIVED WRITTEN NOTICE CLOSING THIS ACCOUNT, MAILED U.S. MAIL CERTIFIED RETURN RECEIPT REQUESTED.

WE RECOGNIZE THAT THE CREDIT LINE MAY INCREASE OR DECREASE AT THE DISCRETION OF THE MODERN GROUP, LTD AT ANY TIME.

WE FURTHER AGREE THAT ALL AMOUNTS ARE PAYABLE ON OR BEFORE THE DUE DATE REFLECTED ON THE INVOICE. WE ALSO AGREE THAT ANY AMOUNT NOT PAID WITHIN 30 DAYS OF THE INVOICE DATE WILL CARRY INTEREST OF 1.5% PER MONTH(UNLESS THE HIGHEST AMOUNT OF INTERES ALLOWED BY LAW IS LESS, IN WHICH CASE THE INTEREST SHALL BE THE HIGHEST ALLOWED BY LAW). INTEREST SHALL CONTINUE TO ACCRUE BOTH BEFORE AND AFTER ANY JUDGEMENT ENTERED ON THE DEBT. WE FURTHER AGREE TO PAY ALL COSTS INCURRED IN COLLECTING THE DEBT, INCLUDING ANY REASONABLE AND NECESSARY ATTORNEY’S FEES IN ADDITION TO THE TOTAL BALANCE DUE IF THE ACCOUNT IS PLACED WITH AN ATTORNEY FOR COLLECTION, WHETHER SUIT IS FILED OR NOT. WE EXPRESSLY AGREE TO SUBMIT TO PERSONAL JURISDICTION IN TEXAS WITH RESPECT TO ANY LAWSUIT FILED TO COLLECT AMOUNTS CLAIMED TO BE OWED TO THE MODERN GROUP, LTD. OR ANY OF ITS SUBSIDIARIES OR ASSIGNEES. WE FURTHER AGREE THAT THE VENUE OF ANY LITIGATION PURSUANT TO THIS AGREEMENT OR ANY OTHER CONTRACT BETWEEN THE MODERN GROUP, LTD. ITS SUBSIDIARIES OR ASSIGNEES AND US (BUYER),REGARDLESS OF WHICH PARTY FILES SUIT, SHALL BE EXCLUSIVELY IN THE COUNTY OR STATE DISTRICT COURTS FOR JEFFERSON COUNTY TEXAS. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF TEXAS.

WE SHALL MAKE A CAREFUL INSPECTION AT THE TIME OF DELIVERY. OUR FAILURE TO GIVE WRITTEN NOTICE SPECIFYING ANY CLAIM WITHIN TEN (10) DAYS OF DELIVERY SHALL CONSTITUTE UNQUALIFIED ACCEPTANCE OF THE LABOR AND MATERIAL DELIVERED AND A WAIVER OF ALL CLAIMS. MODERN GOURP, LTD. WILL NOT BE LIABLE FOR DAMAGE, WARRANTY OR REMEDY AND BACK CHARGES WILL NOT BE ACCEPTED WITHOUT PRIOR NOTIFICATION, AN OPPORTUNITY TO VIEW AND REPAIR, PLACE OR OTHERWISE CURE, AND APPROVAL BY THE MODERN GROUP, LTD. NO RETURNED PRODUCTS WILL BE ACCEPTED WITHOUT PRIOR APPROVAL. A RESTOCKING FEE OF 25% WILL APPLY ON PRODUCTS APPROVED FOR REFUND. THE MODERN GROUP, LTD. MAY STOP THE MANUFACTURE OR SUPPLY OF ANY LABOR OR MATERIALS WHEN IT, IN ITS SOLE DISCRETION, DETERMINES THAT WE ARE IN BREACH OF THIS AGREEMENT OR ANY OTHER CONTRACT WITH THE MODERN GROUP, LTD. OR THE MODERN GROUP, LTD HAS INSECURITY WITH RESPECT TO FUNDING OR CREDIT WORTHINESS, UNTIL PAYMENT IS MADE AND ANY DISPUTE OR INSECURITY HAS BEEN RESOLVED.

ALL INDEBTEDNESS DUE TO THE MODERN GROUP IS DUE AND PAYABLE AT ITS CORPORATE OFFICES AT THE ADDRESS ON THE FRONT OF THE CREDIT APPLICATION

SIGNED – OWNER / OFFICER _____

WITNESS _____

DATE _____

DATE _____

Once completed, please scan and email to albert.rodriquez@modernusa.com OR fax to 281-867-9950.

Please contact: Albert Rodriguez at 1-800-231-8198 x2217, with questions regarding your pending application.