Commercial Credit Application and Account Agreement

AMERICORP GROUP | AG-CRD-01 | Version 1.0 | Published November 15, 2026

1. Application and separate legal responsibility

Applicant requests commercial trade credit from the Americorp legal entity identified below. Credit supports purchases of goods or agreed services and is not a promise of financing, supply or a committed lending facility. Americorp Group affiliates may separately evaluate and open their own accounts; no affiliate is automatically lender, guarantor or debtor. Each account and transaction must identify the responsible entity.

Applicant authorizes lawful proportionate verification of company registration, commercial references and supplied financial information. Any consumer credit inquiry, personal guarantee or security interest requires separate legally sufficient authorization and documents; this application does not silently obtain them. Financial records shall be submitted through an approved restricted channel and limited to what is necessary for review.

2. Business and financial information

Americorp credit-granting entity / applicant registered legal name

Trading name, registration number, jurisdiction and formation date

Registered / billing / operating addresses

Tax identifiers, website, telephone and corporate email

Parent, ultimate owners/controllers and ownership-chart reference

Business activity, annual sales, years trading and principal markets

Requested limit, currency, payment term and expected monthly purchases

Finance contact and authorized purchasing / receiving personnel

Financial statements and supporting documents supplied securely

Three trade references - company, corporate contact and relationship

Bank account ownership verification reference and bank country

3. Credit decisions and ongoing information

Approval must be issued by an authorized Americorp credit representative and identify amount, currency, conditions and review date. No sales conversation or prior shipment creates an approved limit. Americorp may decline, reduce or suspend future credit based on financial condition, payment experience, insurance, banking, compliance or supply risk, subject to applicable law and existing express commitments. Applicant shall provide reasonably requested updated financial information and promptly notify insolvency events, material ownership changes, bank changes or a significant deterioration affecting payment.

A limit is a maximum exposure ceiling, not an entitlement to continuous deliveries. Orders remain separately subject to acceptance, available limit and compliance release. Americorp may require deposits, cash in advance, an acceptable letter of credit or separately documented security before new releases. A hold does not accelerate or alter a previously agreed debt except as the governing contract and law permit.

4. Payment and disputes

Applicant agrees to pay accepted invoices according to the agreed trigger and due date, in the agreed currency and verified account. Payments shall identify invoice allocations. No deduction, unilateral credit or setoff is permitted except where nonwaivable law requires or Americorp agrees. Applicant shall promptly explain a genuine invoice dispute and pay undisputed sums on time. A product claim follows the sales terms and does not automatically suspend every account obligation.

Late payment bears simple interest at the lesser of one percent per month and the highest lawful rate. Recoverable collection costs include reasonable legal fees to the extent permitted by agreement and law. Any unlawful excess interest shall be refunded or credited. Americorp may apply received funds to matured obligations as permitted by the agreement and law, subject to a valid expressly accepted allocation. No payment to an unauthorized third party discharges the debt.

5. Fraud prevention and account authority

Applicant shall maintain current authorized-contact details and promptly report compromise. Bank changes shall be independently verified using a previously established telephone number or trusted channel, not a number embedded in the change request. Neither party shall treat a logo, display name or apparent email chain as conclusive authority. Suspicious instructions must be paused and escalated.

Applicant remains responsible for instructions actually issued by its authorized personnel and for losses attributable to its breach or wrongful conduct under the governing contract. This clause does not automatically shift losses caused by Americorp's own compromise, negligence or nonwaivable duty. Third-party payers and refunds to different accounts require advance documented review. No online banking password or authentication code should ever be provided with this form.

6. Sales terms, default and remedies

Each accepted order incorporates the identified version of the sales terms supplied before acceptance. Applicant acknowledges their express warranty, claims procedure, exclusive product remedy, liability limitations and dispute provisions. This credit agreement supplements payment administration; it does not substitute an unidentified website version or silently change the product specification. A signed negotiated master agreement expressly addressing a conflict prevails.

On material payment default or reasonably inadequate assurance, Americorp may suspend future releases and exercise lawful collection and contract remedies. Insolvency remedies remain subject to stays and other mandatory law. No general lien or personal guarantee is created by this application. A corporate guarantee or secured arrangement, if needed for the approved risk, must identify the guarantor, secured obligations, collateral and formalities in a separate signed instrument.

7. Privacy, notices and governing law

Business and personal-contact information is processed for credit, identity, fraud, compliance and account administration, with relevant service providers and lawful disclosures. Records follow a category-specific retention schedule and legal holds; retention is not unlimited merely because an application was submitted. Applicant shall provide required notices to individuals whose information it supplies. Marketing subscription is not a condition of credit review.

Texas substantive law governs this agreement, excluding conflicts rules and the CISG where relevant. Contract disputes belong in competent state courts in Travis County, Texas or the U.S. District Court for the Western District of Texas, Austin Division if federal jurisdiction exists, subject to nonwaivable requirements. Each party consents to jurisdiction and knowingly waives jury trial where lawful. Contractual notices use designated notice addresses; service of process follows applicable rules. Electronic counterparts are acceptable where lawful.

Applicant certification and acceptance

Applicant confirms authority and accuracy after reasonable inquiry, undertakes to update material changes and accepts the credit-account provisions if credit is granted. The signing officer signs on behalf of Applicant only and does not personally guarantee payment by signing here.

Sales terms version supplied and application reference

Applicant authorized name, title, signature and date

Applicant contractual notice address and designated business channel

Internal approval - not a customer commitment until issued

Credit analysis, references, financial evidence and compliance clearance

Approved / declined / conditional; limit, currency, term and conditions

Required insurance, security or guarantee and separate document reference

Authorized credit approver, date and next review