



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

_____ (Buyer) hereby enters into this Credit Application and Agreement for purposes of requesting and utilizing an extension of credit from Dragon Products, Ltd., Dragon ESP, Ltd. and Dragon Rig Sales & Service, Ltd. (collectively and singularly referred to herein as “Dragon”). Buyer hereby agrees as follows:

Buyer hereby authorizes Dragon and its parent, subsidiary or related companies and their employees, representatives and agents to conduct such research and request and acquire such information, including but not limited credit reports, as Dragon may deem necessary to determine the credit worthiness of Buyer.

All sales to Buyer shall be deemed made on an extension of credit. Dragon may establish and increase or decrease Buyer’s credit limit at its sole discretion at any time. Buyer agrees to be responsible for all credit extended by Dragon and pay such sums when due, regardless of any credit limit on Buyer’s account with Dragon. Buyer will pay all credit obligations and sums due at the place indicated on Dragon’s invoices, including any finance charges assessed under this Agreement. Payments must be made within the time specified on Dragon’s invoices.

Buyer agrees to pay interest on any account balance not paid within thirty (30) days of the due date for the principal balance. Such interest shall be calculated at 1.5% per month or the highest amount allowed by law, whichever is less. Said interest shall continue to accrue until all overdue and unpaid balances have been paid in full. Interest shall further continue to accrue as pre-judgment and post-judgment interest on any unpaid amounts that are reduced to a judgment in favor of Dragon. Buyer further agrees to pay the maximum fee allowed by law for any checks returned for insufficient funds (NSF).

This agreement and all sales or transactions between Buyer and Dragon shall be governed and construed under the laws of the State of Texas. **Buyer hereby irrevocably consents to the personal and subject matter jurisdiction of the federal and state courts for the State of Texas.** Buyer agrees that this agreement was negotiated, made and entered into in Jefferson County, Texas and that all obligations created under this Agreement are performable in Jefferson County, Texas. **Buyer hereby agrees and irrevocably consents to venue in state or federal courts in Jefferson County, Texas for any dispute arising out of or related to this Agreement or any sale or transaction between Buyer and Dragon.** Buyer expressly waives any right to challenge the venue whether based on residence, forum non convenes or any other basis. Buyer further agrees to pay all reasonable and necessary attorneys’ fees, expert fees, court costs, and such other and further expenses and costs incurred by or on behalf of Dragon in connection with the enforcement of this Agreement or collection of any debt due Dragon, regardless of whether any lawsuit was actually filed.

For value received, Buyer hereby grants a security interest in and to all trailers, drilling rigs, work over rigs, frac tanks, oil field equipment, pumps, containers, storage tanks of any type, roll-off equipment and any other goods sold to Buyer under credit extended by Dragon as identified on Dragon’s invoices to Buyer, which said invoices shall be incorporated herein this Agreement, (the “Collateral”) and to all proceeds derived therefrom. This interest is granted to secure: (i) Buyer’s debt to Dragon arising out of the purchase of the Collateral from Dragon and in the amounts reflected on Dragon’s invoices to Buyer for said Collateral; (ii) interest payable as provided herein; (iii) all expenditures by Dragon for taxes, insurance, repairs, maintenance and other costs and expenses incurred by Dragon in the collection and enforcement of the indebtedness of Buyer; (iv) all liabilities of Buyer to Dragon now existing or later incurred, matured or unmatured, fixed or contingent, and any renewals extensions of and substitutions for such liabilities. Dragon may take such measures as it deems appropriate to perfect its security interest, including but not limited to retaining certificates of title or filing UCC-1 financing statements, upon default of payment, breach of this agreement or at such other time that Dragon in its sole discretion determines Buyer is at risk of failing to fulfill all of its obligations to Dragon or any of its parent, subsidiary or related companies under this or any other agreement. Buyer grants to Dragon a specific power of attorney for Dragon to use and hereby authorizes Dragon to sign and file on Buyer’s behalf or on Dragon’s behalf any document Dragon deems necessary to perfect or protect Dragon’s interest in the Collateral, including a UCC-1 Financing Statement or any other document pursuant to the Uniform Commercial Code.

Buyer will be in default under this Agreement if any of the following events or conditions occurs: (a) Buyer or any one of its parent, subsidiary or affiliated companies fails to pay any debt or obligation to Dragon or any one of its parent, subsidiary or affiliated companies. (b) Buyer fails to pay or perform any note, obligation, covenant, or liability contained or referred to in this Agreement. (c) A warranty, representation, or statement made or furnished to Dragon by or in behalf of the Buyer proves to have been false in any material respect when made or furnished. (d) An event results in the acceleration of the maturity of the Buyer’s indebtedness to others under any indenture, agreement, or undertaking. (e) Loss, theft, substantial damage, destruction, sale, or encumbrance to or of any of



CONTINUED FROM PAGE 2 – CREDIT APPLICATION

the Collateral, or the making of any levy, seizure, or attachment of or on the Collateral occurs. (f) Dragon believes in good faith that the prospect of payment of any indebtedness secured by this Agreement or the performance of this Agreement is impaired. (g) There is a death, dissolution, termination of existence, insolvency, business failure, appointment of a receiver for any part of the Collateral, assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency law by or against the Buyer or any guarantor or surety for the Buyer.

On or at any time after the occurrence of any event of default, Dragon may declare all obligations secured immediately due and payable and may proceed to enforce payment of the same and exercise any and all of the rights and remedies provided by the Business and Commerce Code of Texas as well as other rights and remedies, either at law or in equity, possessed by Dragon. Dragon may require Buyer to assemble the Collateral and make it available to Dragon at any place to be designated by Dragon that is reasonably convenient to both parties. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Dragon will give the Buyer reasonable notice of the time and place of any public sale, or of the time after which any private sale or any other intended disposition of the Collateral is to be made. The requirements of reasonable notice are met if the notice is mailed, postage prepaid, to the address of the Buyer shown in this Agreement, at least ten days before the time of the sale or disposition. Expenses of retaking, holding, preparing for sale, selling, or the like will include Dragon's reasonable attorney's fees and legal expenses.

This agreement may not be modified, amended, superseded or otherwise changed except in a writing specifically referring to this agreement and signed by an officer of Dragon. This agreement shall control over any conflicting provisions in any purchase order, delivery ticket, invoice, order confirmation or other documents of a similar nature. This agreement is binding on and will inure to the benefit of the parties to it and their respective successors, assigns, administrators, legal representatives, heirs, executors and estates.

Buyer agrees to thoroughly inspect the goods and services purchased from Dragon upon delivery of same. Buyer must notify Dragon in writing within ten (10) days of delivery of any claims regarding damage, order discrepancy, malfunction or a failure of the goods to comply with its manufacturer's standards and specifications. Buyer agrees that it waives any right to repair, replacement, reimbursement or return the goods in the event that it fails to provide such written notice. All returns are subject to prior approval by Dragon at its discretion. Buyer agrees to pay a restocking fee of 25% of the total invoice price on all products approved for return and a refund.

Buyer acknowledges and agrees that the only warranty provided by Dragon shall be those warranties specifically provided under separate warranty documents for new products and for which Buyer has timely completed the product registration and warranty activation. **DRAGON MAKES NO OTHER WARRANTY REGARDING ITS PRODUCTS, GOODS OR SERVICES AND HEREBY DISCLAIMS ANY WARRANTY FOR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR GOOD WORKMANSHIP, WHETHER EXPRESS OR IMPLIED. THERE IS NO WARRANTY OR REPRESENTATION THAT THE GOODS OR SERVICES ARE FIT FOR THE BUYER'S PARTICULAR USE, OR THAT THEY ARE FREE OF LATENT DEFECTS. BUYER HEREBY WAIVES ANY AND ALL CLAIMS FOR DAMAGES FOR BREACH OF WARRANTY AGAINST DRAGON, INCLUDING BUT NOT LIMITED TO, CLAIMS FOR PERSONAL INJURY OR DEATH, PROPERTY DAMAGE, PARTS, LABOR, DELAY OR BUSINESS INTERRUPTION. BUYER FURTHER WAIVES, RELEASES AND RELINQUISHES ANY CLAIM FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, ANY TRANSACTION WITH DRAGON OR ANY GOODS OR SERVICES PROVIDED TO BUYER BY DRAGON, REGARDLESS OF WHETHER SUCH CLAIM IS BASED ON CONTRACT, NEGLIGENCE, STATUTE, REGULATION, WARRANTY OR ANY OTHER LEGAL THEORY.**

SIGNED – OWNER / OFFICER _____ WITNESS _____

DATE _____ DATE _____

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

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