

Credit Application

3701 Briarpark Dr., Suite 150 Houston, TX 77042 832.742.8500

<u>credit@drillingtools.com</u> Attention: Credit Department

1. COMPANY INFORMATION

Full Legal Name/Business Entity					Phone
Doing Business As (DBA) or Trade style					Fax
Physical Address	City	State	Zip	Web Address	
Billing Address (if different than physical)	City	State	Zip		
Contract Address	City	State	Zip		
Business Type: \square C Corp \square S Corp	□ LLC □ LLP		□ GP	☐ Sole Prop ☐	Other
Ownership Structure (check all that apply):	Public Private (cl	osely held)	Private E	quity	
	Please list all branches a	nd/or affiliate opera	tions on sepa	rate page	
Tax Exempt	se attach copy of tax exempt	certificate)			
PARENT COMPANY INFORMA	ATION				
Parent Company Name		Phone Nu	ımber		Fax Number
Headquarters Address	City	State	Zip	Web Address	
. DUCINECO ODEDITE IN					
2a. BUSINESS CREDIT IN	FURMATION				
Dun & Bradstreet Number	Principal Business A	ctivities	Date	Business Established	Date of Current Ownership
At present location since	If incorporated, unde	r the laws of what	state?		
Credit Line Requested	Federal Tax I.D.				
Annual Revenue	Estimated Net Worth		Num	ber of Employees	
PRIMARY FINANCIAL CONTA	ACT				
Name	Title				Office Phone
Email		Fax			Cell Phone
COMPANY CONTACTS (required,	please complete all info				
•	please complete all info				
COMPANY CONTACTS (required, Operations: Name	please complete all info			Email	
Operations: Name CFO/Controller:	please complete all info	rmation) Phone			
Operations: Name CFO/Controller: Name	please complete all info	rmation)		Email Email	
Operations: Name CFO/Controller:	please complete all info	rmation) Phone			



2b. PREFERRED METHOD OF INVOICE SUBMISSION

Mail Address	City		State		Zip	
Email	City		State		Zip	
Email Addı	ress					
☐ Billing Portal / Onl	ine					
	Website Address					
Billing Requirements:	☐ AFE ☐ Purchase Order	☐ Field Stamp				
	Other:					
B. BANK REFER	RENCES					
			☐ Checking ☐ Loan			
Bank Name	Account Num	ber		Contact		
Address	City	State	Zip	Phone	F	ax
			☐ Checking ☐ Loan			
Bank Name	Account Num	ber	Loan	Contact		
Address	City	State	Zip	Phone	I	ax
	of your company ever been invol ls on a separate sheet (sign and		r insolvency pr	oceedings?	☐ Yes	□ No
Are you or your business	involved in any pending lawsui ls on a separate sheet (sign and	ts?			☐ Yes	□ No



4. TRADE CREDIT REFERENCES (minimum of 3 required)

<u>-</u>		- 1 /			
Company Name			Contact		
Address	City	State	Zip	Phone	Fax
Highest amount of credit granted	Years of business r	elationship		Email (required))
Company Name			Contact		
Address	City	State	Zip	Phone	Fax
Highest amount of credit granted	Years of business relationship			Email (required)	
Company Name			Contact		
Address	City	State	Zip	Phone	Fax
Highest amount of credit granted	Years of business relationship			Email (required)Email (required)	
Company Name			Contact		
Address	City	State	Zip	Phone	Fax
Highest amount of credit granted	Years of business r	elationship		Email (required)	<u> </u>



5. CUSTOMER REFERENCES (minimum of 3 required)

Company Name			Contact			
Address	City	State	Zip	Phone	Fax	
Email (required)						
Company Name			Contact			
Address	City	State	Zip	Phone	Fax	
Email (required)						
Company Name			Contact			
Address	City	State	Zip	Phone	Fax	
Email (required)						
Company Name			Contact			
Address	City	State	Zip	Phone	Fax	
Email (required)						
FOR INTERNAL USE O	ONLY:					
Custom Identifier	Credit Limit					
Notes:						

Date



Printed Name of Authorized Signatory

Certification and Authorization by Applicant's Authorized Signatory

I hereby certify that: (1) the information provided in this Application is current and correct; (2) the individuals identified on this Application are aware of such identification; and (3) I am empowered to make this certification and credit investigation authorization. I hereby authorize Drilling Tools International, Inc. or its designees ("Drilling Tools") to make whatever inquiries Drilling Tools deems necessary to evaluate this Application, including contacting banks, trade references and reporting agencies. The information contained in this Application is confidential and will not be sold or otherwise released or transferred.

In consideration for (1) Drilling Tools evaluating this Application, and (2) authorizing, renewing or extending credit based upon this Application (if this Application is approved), the Applicant hereby agrees to be bound in all respects by (a) the specific "Credit Terms" included with this Application, and (b) Drilling Tools' current "General Terms And Conditions" (as may be supplemented or updated from time to time), in all future commercial transactions with Drilling Tools, any contrary or supplemental commercial terms and conditions of Applicant notwithstanding.

Title

Proprietor Authorization			
records as Drilling Tools deems need to request and obtain consumer cred written request, Drilling Tools will proof to connection with this credit approved, renewed or extended by leavest approved.	essary, including any associated banl it reports regarding personal credit hi rovide the name and address of any co application. In consideration for eva	story, consistent with the Federal Research Story, consistent with the Federal Research Resea	evestigate my personal credit and financial of investigation, I authorize Drilling Tools deral Fair Credit Reporting Act. Upon my ney that furnishes a credit report to Drilling on, regardless of whether credit is actually officers, directors, employees, agents and nection with this credit application.
Printed Name of Proprietor Signatory	Signature of Proprietor	Title	Date

Signature of Authorized Signatory

Proprietor Guaranty

I hereby personally guarantee all debts and obligations of the business identified in this credit application (the "Business") that may arise in the future at any time in favor of Drilling Tools International, Inc. ("Drilling Tools"). The guaranteed debts and obligations shall include all attorneys' fees and other costs incurred by Drilling Tools to enforce collection from the Business or from me. I further agree and acknowledge that as a personal guarantor of the Business in respect of such debts and obligations to Drilling Tools, I am and will be, indefinitely, personally obligated to perform all of the terms of all contracts and other agreements between the Business and Drilling Tools, including the duty to make all payments to Drilling Tools within time periods specified in such contracts and agreements. I agree and acknowledge that this guarantee is and shall be a continuing guarantee unless and until Drilling Tools informs me in writing that such guarantee shall no longer apply to further debts and obligations of the Business to Drilling Tools.

First Name	Middle Name or Initial	Last Name	Social Security Number
Present Home Address		Home Phone	Fax
City	State	Zip	
Signature		Date	



CREDIT TERMS

- 1. ALL INVOICE TERMS ARE NET 30 DAYS. The Customer shall pay the full amount of each invoice within 30 days of the date of invoice. After 30 days from the invoice date the invoice shall be considered PAST DUE and the Customer shall be in default. Customer shall pay a service charge on all past due balances for which payment has not been received or according to any special terms agreed between Drilling Tools and Customer. The service charge shall be the lower of 1½% per month of the Customer's outstanding past due balance after deducting current payments and credits, or the full amount of interest on past due accounts permitted by law. Such service charges shall become part of the customer's outstanding balance. The Customer warrants that it is not a "consumer" as defined by applicable federal or state consumer or usury law.
- 2. Customer acknowledges and agrees that this Credit Application and these Credit Terms are not an implied promise of credit, and that Drilling Tools, in its sole and exclusive discretion and without advance notice, reserves the right to refuse credit to Customer generally, or on any particular transaction, and may require advance payment, C.O.D., or other special terms as a condition of doing business with Customer.
- 3. Drilling Tools may increase the amount of credit extended to Customer from time to time by allowing the Customer additional credit to cover unpaid invoices. Drilling Tools may also terminate credit at any time, if the Customer is in default on any invoice, or if, in its sole and exclusive discretion, it determines that its current or future invoices to Customer may be in jeopardy of default.
- 4. Customer waives demand, presentment of payment, and notice of protest or diligence. The laws of the state of Texas shall govern this Credit Application and these Credit Terms without reference to principles of conflicts of laws. Customer agrees that applying for credit from Drilling Tools and any subsequent business with Drilling Tools constitutes doing business in the state of Texas and that Customer consents to the personal jurisdiction of the state and federal courts in Texas.
- 5. If the Customer fails to pay invoices in default, and Drilling Tools elects to sue the Customer for collection, then Customer shall also be liable for, and shall reimburse Drilling Tools for, all costs incurred by Drilling Tools arising out of such collection action, including, but not limited to attorney's fees, collection agency fees, court costs, deposition and transcript costs, expert witness fees, sheriff's fees, special process server fees and bond costs. The venue for any such collection action shall be a court of competent jurisdiction sitting in Harris County, Texas. The Customer waives a jury trial in respect of any such collection action. Customer agrees that any claim Customer may assert against Drilling Tools, its officers, directors, employees, agents or contractors (collectively, the "Drilling Tools Group"), whether alleged in equity, tort, or contract, shall be filed by Customer in the above-referenced venue and within one (1) year after the date such claim(s) arose, or such claim(s) shall be deemed forever waived by Customer. Customer further agrees that in the event a third party brings any claim(s) against the Drilling Tools Group as a result of any acts or omissions of Customer, then Customer shall indemnify the Drilling Tools Group for all costs, expenses, and damages that any of the Drilling Tools Group may incur in connection with such claim(s), including without limitation attorney fees incurred in defense of such claim(s), and any damages awarded against any of the Drilling Tools Group in favor of the third party.
- 6. As security for any indebtedness of Customer incurred at any time to Drilling Tools, the Customer hereby conveys, transfers and pledges to Drilling Tools a security interest in the following personal property now belonging to or hereinafter acquired by Customer (the "Security Interest"): (1) all goods, equipment, materials and supplies purchased by Customer from the credit granted by Drilling Tools pursuant to this Credit Application; (2) all inventory; (3) all accounts receivable; (4) all cash and cash equivalents; (5) all deposit accounts; (6) all equipment; (7) all goods including fixtures; (8) all chattel paper, documents and instruments; (9) all letter-of-credit rights; (10) all investment property; (11) all general intangibles (including contract rights, royalty rights, causes in action, payment intangibles and software); (12) all books, records, minutes, contracts, licenses, insurance policies, business plans, files, computer files, and other media, accounting books and records, financial statements, filings and any other records and instruments, and all proceeds of any of the foregoing, including condemnation proceeds, proceeds of insurance, or proceeds of sale. If perfection of the Security Interest is deemed necessary by Drilling Tools in its sole and exclusive discretion, the Customer appoints Drilling Tools or its designee as Customer's attorney-in-fact to sign and file UCC-1 financing statements to perfect the Security Interest.
- 7. The use of the Customer's purchase order or purchase order numbers, if any, is for the Customer's convenience and identification only. The Customer's terms and conditions associated with any such purchase order shall not apply unless specifically agreed otherwise by Drilling Tools in further writing. Absence of a purchase order or purchase order number shall not constitute grounds for nonpayment. These Credit Terms shall apply in the event of conflict between these Credit Terms and Drilling Tools' General Terms And Conditions, these Credit Terms shall prevail.
- 8. These Credit Terms and any indebtedness of Customer to Drilling Tools shall be binding on Customer's successors, heirs and assigns. If Customer's indebtedness is secured by one or more personal guaranties, such personal guaranties shall survive any change of ownership or succession of Customer.
- 9. Customer hereby indemnifies and releases the Drilling Tools Group from any and all claims and liability, howsoever caused, that may arise at any time in connection with the approval, rejection, authorization, renewal or extension of credit pursuant to this Credit Application.
- 10. Customer shall inspect all deliveries from Drilling Tools immediately upon delivery to verify: (a) the delivery conforms in kind and quantity to the accompanying delivery ticket, and (b) there are no visible defects. Customer shall also examine all delivery tickets and invoices upon receipt. Deliveries, tickets and invoices shall be presumed correct and in conformance and Customer shall be deemed to have waived any claim or objection Customer may have in respect thereof unless, within three (3) business days of delivery, Customer notifies Drilling Tools of any variance, deficiency or defect.
- 11. Drilling Tools' election not to strictly enforce any provision of these Credit Terms shall not be construed as a waiver thereof and shall not excuse the Customer from strict performance. Time is of the essence. These Credit Terms are the entire agreement between the parties with respect to the subject matter hereof, and supersede any prior oral or written agreement with respect to such subject matter. These Credit Terms may not be modified except in writing.