

## CREDIT APPLICATION

New Account  
 Update  
Salesperson \_\_\_\_\_

D & B Rating \_\_\_\_\_  
Credit Line \_\_\_\_\_  
Terms \_\_\_\_\_  
Taxable Yes \_\_\_\_\_ No \_\_\_\_\_

Corporation  
 Partnership  
 Sole Prop.  
Tax Rate \_\_\_\_\_%

Company Name \_\_\_\_\_ Date \_\_\_\_\_

Mail Address \_\_\_\_\_ Ordered by \_\_\_\_\_

City/State/Zip \_\_\_\_\_ Telephone ( ) \_\_\_\_\_

Amount of Order \$ \_\_\_\_\_ Fax ( ) \_\_\_\_\_

**NOTE: If non-taxable, tax exemption certificate must accompany this application.**

Officers/Owners Name \_\_\_\_\_ Title \_\_\_\_\_  
\_\_\_\_\_

**Supplier:** Reference \_\_\_\_\_ Phone ( ) \_\_\_\_\_  
\_\_\_\_\_ Contact \_\_\_\_\_

Reference \_\_\_\_\_ Phone ( ) \_\_\_\_\_  
\_\_\_\_\_ Contact \_\_\_\_\_

Reference \_\_\_\_\_ Phone ( ) \_\_\_\_\_  
\_\_\_\_\_ Contact \_\_\_\_\_

Bank \_\_\_\_\_ Phone ( ) \_\_\_\_\_  
Contact \_\_\_\_\_ Account # \_\_\_\_\_

**We agree to the following Terms and Conditions of Sale:**

1. **TERMS:** Net due 30 days from invoice date. All balances over 30 days old at the end of each month will receive a 1% finance charge (12 APR). Any variation from these terms must be approved by the credit department prior to sale.

2. **WARRANTIES: LIMITATION OF LIABILITY:** All goods being purchased hereunder are sold without warranties, expressed or implied, including the implied warranties of merchantability and fitness for a particular purpose. The Buyer is not relying upon any representation, statement or any other assertion with respect to the nature or quality of the material sold herein. The Buyer is relying solely upon its examination and testing of such material.

Buyer agrees that in no event shall Florida Pipe & Steel, Inc. be liable for damages, including but not limited to, incidental, special, consequential or other damages, including loss of anticipated profits or other economic loss, arising out of the transactions covered by this Agreement or in connection with the use of such goods, even if Florida Pipe & Steel, Inc. has been advised of the possibility of any such damages. Buyer further agrees that in no event shall any claim of any kind by the Buyer, whether as to materials delivered or for non-delivery of materials, be greater in amount than the purchase price of the specific item in respect to which such claim is made.

3. **RETURNS:** No return shipment will be accepted without prior written authorization from Florida Pipe & Steel, Inc. Returned material must be in its original condition, must be shipped pre-paid, and will be subject to a 20% re-stocking charge to receive credit. Returned material must be accompanied by Material Return Authorization Form and a copy of the original invoice.

All returns must be received within sixty (60) days of the original invoice date.

4. **CLAIMS:** All claims for shortages and/or damages must be made within seven (7) calendar days after receipt of shipment.

Applicant's signature attest financial responsibility, ability and willingness to pay our invoices in accordance with the terms stated above. In the event it becomes necessary to place the account with an attorney for collection, the applicant thereby agrees to pay all costs of collection including attorney's fees.

The above information as well as that given on the REVERSE SIDE is for the purpose of obtaining credit and is warranted to be true. The applicant hereby authorizes the firm to whom this application is made to investigate the references listed pertaining to credit and financial responsibility.

FIRM NAME: \_\_\_\_\_ DATE: \_\_\_\_\_  
BY: \_\_\_\_\_ TITLE: \_\_\_\_\_  
BY: \_\_\_\_\_ TITLE: \_\_\_\_\_

### INDIVIDUAL PERSONAL GUARANTY

DATE: \_\_\_\_\_

I, \_\_\_\_\_, residing at \_\_\_\_\_,

For and in consideration of your extending credit at my request to \_\_\_\_\_  
(Name of Company)

(hereinafter referred to as the "Company", of which I am \_\_\_\_\_, hereby personally guarantee  
(Title)

to you the payment at \_\_\_\_\_ in the state of \_\_\_\_\_

of any obligation of the Company and I hereby agree to bind myself to pay you on demand any sum which may become due to you by the Company whenever the Company shall fail to pay the same. It is understood that this guaranty shall be a continuing and irrevocable guaranty and indemnity for such indebtedness of the Company. I do hereby waive notice of default, non-payment and notice thereof and consent to any modification or renewal of the credit agreement hereby guaranteed.

Witness: \_\_\_\_\_ Signature: \_\_\_\_\_

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