

STREATOR PIPE & SUPPLY

1441 S. Blosser Rd \* Santa Maria, Ca 93458  
(805) 739-9255 \* FAX (805) 739-9225

410 Bedloe Lane \* Arroyo Grande, CA 93420  
(805) 489-3851 \* FAX (805) 489-3660

**CREDIT ACCOUNT APPLICATION**

The undersigned applicant (s) hereby apply (ies) and specifically request (s) the establishment of an open book credit account with STREATOR PIPE & SUPPLY for the purpose of purchasing merchandise on credit The following information is provided for STREATOR PIPE & SUPPLY'S consideration in foe approval of this Account Request, and foe undersigned affirmatively states that it is true, correct and reliable information. (All spaces must be filled in for Approval)

**APPLICANTS INFORMATION**

Business: \_\_\_\_\_ Phone No. ( ) \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Street Address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Type of Business: [ ] SUBCONTRACT [ ] OWNER/BUILDER [ ] GENERAL CONTRACTOR [ ] INDUSTRIAL  
[ ] OTHER: \_\_\_\_\_ DATE BUSINESS ESTABLISHED: \_\_\_\_\_

Name of Contractor License Holder \_\_\_\_\_

License No. \_\_\_\_\_ Expiration Date \_\_\_\_\_

Bonding Company \_\_\_\_\_

License Bond No. \_\_\_\_\_ Class \_\_\_\_\_ T.I.N. \_\_\_\_\_

Taxable? [ ] Yes [ ] No Resale No. \_\_\_\_\_ Business is a: [ ] Corporation [ ] Partnership [ ] Sole

Purchase Order Required? [ ] Yes [ ] No

**PRINCIPALS INFORMATION**

Principal's Name \_\_\_\_\_ Title \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Home Phone No. ( ) \_\_\_\_\_ Social Security No. \_\_\_\_\_ Birth Date \_\_\_\_\_

Driver's License No. \_\_\_\_\_ Marital Status \_\_\_\_\_ Spouses Name \_\_\_\_\_

Home [ ] Own [ ] Rent \_\_\_\_\_

Principal's Name \_\_\_\_\_ Title \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Home Phone No. ( ) \_\_\_\_\_ Social Security No. \_\_\_\_\_ Birth Date \_\_\_\_\_

Driver's License No. \_\_\_\_\_ Marital Status \_\_\_\_\_ Spouses Name \_\_\_\_\_

Home [ ] Own [ ] Rent \_\_\_\_\_

Principal's Name \_\_\_\_\_ Title \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Home Phone No. ( ) \_\_\_\_\_ Social Security No. \_\_\_\_\_ Birth Date \_\_\_\_\_  
 Driver's License No. \_\_\_\_\_ Marital Status \_\_\_\_\_ Spouses Name \_\_\_\_\_  
 Home [ ] Own [ ] Rent \_\_\_\_\_

**CREDIT INFORMATION**

Four Major Sources of Supply with whom Applicant has Open Accounts

Name 1 _____	2 _____
Address _____	_____
City _____	_____
Phone _____	_____
Fax _____	_____
Name 3 _____	4 _____
Address _____	_____
City _____	_____
Phone _____	_____
Fax _____	_____

Have you ever done business with STREATOR PIPE & SUPPLY previously? [ ] No [ ] Yes  
 If so list name \_\_\_\_\_

Has Applicant or any Principal thereof ever filed bankruptcy? [ ] No [ ] Yes  
 If yes, attach sheet giving full and complete details.

List Bank references:	<u>Bank Name</u>	<u>Address</u>	<u>Account No.</u>	<u>Phone No.</u>
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____

I/We sign this agreement on behalf of Applicant and as (an) individual (s) and hereby personally guarantee payment for all materials and goods purchased by the Applicant, and all costs incurred hereunder, including but not limited to attorney's and costs of collection. I/We hereby expressly waive all notices from STREATOR PIPE & SUPPLY and expressly waive the right to require by all terms and conditions contained in this Application, the reverse hereof and those contained in the invoices issued hereunder, which are incorporated herein by this reference as if set forth in full. I/We also agree that our personal liability hereunder shall not be deemed to be released or discharged by an extension of time, or by any other modification, substitution, settlement, supplement, compromise, granted to Applicant, or by any change in the legal form or ownership of Applicant, or any other change hereto, whatsoever.

Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_  
 Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_  
 Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

## STANDARD TERMS & CONDITIONS

1. PAYMENT, FINANCIAL CONDITION AND SECURITY INTEREST GRANTED - All credit purchases are subject to approval by the STREATOR PIPE & SUPPLY Credit Department Applicant certifies that it is financially able to meet commitments made hereunder, and expects to pay all invoices of STREATOR PIPE & SUPPLY in full according to STREATOR PIPE & Supply's term and conditions. It is expressly agreed that in consideration for STREATOR PIPE & SUPPLY selling merchandise and services to Applicant, Applicant and Personal Guarantors) agree(s) to abide and be bound by the terms of this Agreement and those listed on the invoices hereunder, which terms are incorporated herein by reference as if set forth in full. The full amount of each invoice for purchases made is due and payable in full within thirty (30) days of its date. If the full amount of each \* invoice is not paid by its due date, said amount outstanding shall accrue a service charge at the rate of 1.5% per month (18% per annum) until paid in full, including all costs, returned check fees and late fees incurred, if any.

BUYER grants STREATOR PIPE & SUPPLY a security interest in many and all goods, inventory, equipment, accounts receivable, chattel, chattel paper, real or personal property, accounts, deposits, retention's, progress payments and any and all proceeds from the sale of goods and materials purchased from STREATOR PIPE & SUPPLY, and agrees to execute any and all required documentation to perfect said security interest granted hereby. Buyer expressly agrees that this Credit Application may be recorded or otherwise used to perfect STREATOR PIPE & Supply's security interest in said property, and further agrees to execute a UGC-1 form or such other documentation necessary to perfect a security interest upon STREATOR PIPE & Supply's request. Upon repossession of such security, Buyer agrees to waive any and all rights to notice of sale, reinstatement and any and all rights afforded Buyer as a Debtor under the Uniform Commercial Code as adopted by the State of competent jurisdiction over this Credit Application and any and all amendments thereto.

2. COLLECTION, VENUE AND JURISDICTION - Applicant and Personal Guarantors) agree(s) to pay any and all actual costs of collection, including attorney's fees and court costs incurred in the collection of any sums due hereunder, if necessary for collection of Applicant's account with STREATOR PIPE & SUPPLY.

This Agreement is governed by the laws of the State in which the STREATOR PIPE & SUPPLY credit office accepting this application is located, as indicated on the face of this Application. In California, venue for any legal action is expressly agreed hereunder to be proper in the Counties of San Diego, Los Angeles or San Francisco, California as STREATOR PIPE & SUPPLY exclusively deems proper. In all other states, venue for legal action shall be in the County chosen by STREATOR PIPE & SUPPLY in its sole and exclusive discretion. Applicant and Personal Guarantors) hereby expressly waive(s) any venue objection and consents point of shipment in all cases title shall pass upon delivery to the carrier at point of shipment and thereafter all risk of loss or damage shall be upon Buyer.

3. DELIVERY - Buyer (Applicant) shall be responsible for verification of the accuracy of all shipments and deliveries upon receipt. All shortage or discrepancy claims must be made and received by STREATOR PIPE & SUPPLY in writing, within three (3) days of delivery or receipt of shipment. Such claims must be received at the branch office where order originated to be effective. All sales are made F.O.B. point of shipment, in all cases title shall pass upon delivery to the carrier at point of shipment and thereafter all risk of loss damage shall be upon Buyer.

Shipping dates given in advance of actual shipment are estimates by STREATOR PIPE & SUPPLY and shall not be deemed to represent fixed or guaranteed shipping dates. STREATOR PIPE & SUPPLY shall not be liable for any damages arising from failure to deliver, or delay in delivery or performance due to any reason whatsoever, including but not limited to, (i) a cause beyond its reasonable control, (ii) a cause occurring after delivery to point of shipment, or (iii) an act of God, act or omission of Buyer or Buyer's agent, successor or assign, act of civil or military governing authority, governmental priority or other allocation or control, fire, strike, or other labor difficulty, or other civil disturbance, insolvency or other inability to perform or delay in performance by the Manufacturer or shipping carrier, or (iv) any other commercial impracticality. In the event of any such delay, any performance date shall be extended for a period equal to the time lost by reason of delay. In no event shall STREATOR PIPE & Supply's liability extend to a good faith effort beyond achievement of resolution of any dispute with the manufacturer of the goods claimed defective by the Buyer.

In addition to any other right which STREATOR PIPE & SUPPLY may have a law or hereunder, STREATOR PIPE & SUPPLY may suspend shipment of any goods for which STREATOR PIPE & SUPPLY has not already received payment whenever Buyer is in \* default under this or any agreement between Applicant and STREATOR PIPE & SUPPLY. On Special Order Goods, STREATOR PIPE & SUPPLY may suspend its performance at any point thereof, and demand adequate assurance of performance of Buyer prior to continuing its performance, in such form as STREATOR PIPE & SUPPLY desires, should Buyer be found in default of any agreement whatsoever between Buyer and STREATOR PIPE & SUPPLY, or should STREATOR PIPE & SUPPLY come into possession of such information of belief which in its sole discretion leads to a reasonable doubt of Buyer's ability to so, perform.

STREATOR PIPE & SUPPLY may demand adequate assurance of performance prior to delivery of any goods to Buyer or Buyer's designee until such assurance is given to STREATOR PIPE & SUPPLY. For purposes of this "adequate assurance" shall be determined solely by STREATOR PIPE & SUPPLY in its exclusive discretion.

4. AUTHORIZATION - Buyer acknowledges and warrants that the signatory of this Application, any STREATOR PIPE & SUPPLY invoice, bill of lading, delivery ticket or receipt now, prior to, or subsequently to this Application is specifically authorized to execute said documentation on behalf of Buyer.

5. RETURNS, DISPUTES AND CANCELLATIONS - Buyer may not terminate or cancel any order after placement without the express written authorization of STREATOR PIPE & SUPPLY. Any termination or cancellation so authorized shall be subject to a cancellation charge in the amount of fifteen percent (15%) of the invoice price thereof at STREATOR PIPE & SUPPLY's sole discretion. Returns of materials normally carried in inventory may be returned within 30 days of original purchase, only with prior written authorization of STREATOR PIPE & SUPPLY. If such authorization is given, an RGA number will be issued prior to the return of the materials. All material returned must be accompanied by a copy of the original invoice and the RGA number, and will be subject to a restocking charge in a sum to be determined by STREATOR PIPE & SUPPLY, but in no event less than fifteen (15%) of the original invoice amount. Engineered or specially manufactured materials not normally carried in inventory may not be returned or canceled under any circumstances. Returns shall not constitute payment hereunder under any circumstances.

In the event that the Buyer disputes an invoice, said dispute shall only be valid if received in writing within 10 days of STREATOR PIPE & SUPPLY's mailing of said invoice to Buyer. Payment of the disputed amount shall be suspended until resolution of the dispute. If it is determined that STREATOR PIPE & SUPPLY is due the disputed amount, all amounts of the invoice, along with accrued service charges shall be immediately due and payable to STREATOR PIPE & SUPPLY. Payment of all undisputed amounts of invoices must be promptly and timely made without regard to the status of the disputed invoice.

6. MODIFICATIONS - No modifications or additions to these terms and conditions are valid without the express consent of STREATOR PIPE & SUPPLY. Any purchase order or other confirming documentation purporting to contain additional or different terms to those contained herein and in STREATOR PIPE & SUPPLY invoices are expressly objected to by STREATOR PIPE & SUPPLY entirely and without qualifications, and are no part of the Agreement between Buyer and STREATOR PIPE & SUPPLY.

7. WARRANTIES - Goods distributed by STREATOR PIPE & SUPPLY are the products of reputable manufacturers. STREATOR PIPE & SUPPLY shall use its best efforts to obtain from each manufacturer, in accordance with the manufacturer's warranty (copies of which will be furnished upon request) or customary practice, the repair or replacement of goods that may prove defective in material or workmanship. STREATOR PIPE & SUPPLY provides no further warranty, whatsoever. The foregoing shall constitute the exclusive remedy of the Buyer and the sole obligation of STREATOR PIPE & SUPPLY with respect to defective material. Except as to title, THERE ARE NO WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, WRITTEN OR ORAL, RELATING TO ANY GOODS OR MATERIALS OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY AND EXPRESSLY DISCLAIMED HEREBY. THE BUYER EXPRESSLY WAIVES ANY SUCH WARRANTY PROVIDED BY ANY LAW WHATSOEVER.

8. LIMITATION OF LIABILITY - STREATOR PIPE & SUPPLY's liability in any claim for loss or damaged arising out of this contract or from the performance or breach thereof or connected with the supplying of any goods hereunder, or their sale, resale, operation or any other use, whether based on contract, warranty, tort (including negligence) or other grounds, shall not exceed the price of such goods or parts thereof which forms the basis of the claim. STREATOR PIPE & SUPPLY shall not under any circumstances be liable for any labor charge.

STREATOR PIPE & SUPPLY shall not in any event be liable, whether as a result of breach of contract, warranty, tort (including negligence) or other grounds, for special, consequential, incidental, or penal damages, including but not limited to, loss of profit or revenue, loss of opportunity, loss of the product or any associated product, cost of capital, cost of substitute products, facilities or services, downtime costs, delay claims of customer, liquidated damages assessed by a Owner, Lender or General Contractor upon Buyer, or any other damages whatsoever, including but not limited to claims of customers of Buyer for such damages. The specific terms of this paragraph shall not be changed, deleted or superseded by any other terms or agreement, without the express written consent of STREATOR PIPE & SUPPLY, and specific acknowledgment of the terms of such change, deletion or superseding by separate and distinct signature of an authorized representative of STREATOR PIPE & SUPPLY.

The offering of any assistance or advice by any representative or employee of STREATOR PIPE & SUPPLY with respect to any goods or materials whatsoever, shall not subject STREATOR PIPE & SUPPLY to any liability in excess of that delineated herein.

9. ASSIGNMENT - The delegation or assignment by Buyer of any or all rights or duties hereunder, without consent of STREATOR PIPE & SUPPLY shall void, and shall constitute a breach hereof and a ground for default of Buyer hereunder.

10. VARIATION IN GOODS -Delivery of goods shall be subject to normal weight, color, size, quantities, etc., as are standard in the trade.

11. SHIPMENT, RISK OF LOSS AND PACKING - All prices are FOB Manufacturer's place of business, unless otherwise specifically agreed to in writing by STREATOR PIPE & SUPPLY. Buyer shall pay all costs of rigging, carriage, insurance and transportation. STREATOR PIPE & SUPPLY shall ship in accordance with Buyer's shipping instructions whenever possible, but shall not be bound by and specific shipping instruction, time line, deadline or delivery date specified. In the absence of shipping instruction, time line, deadline or delivery date specified.

In the absence of shipping instructions, or if Buyer's shipping instructions are deemed unsuitable by STREATOR PIPE & SUPPLY in its sole discretion, STREATOR PIPE & SUPPLY shall ship by what it deems to be the most commercially reasonable manner applicable.

Title to goods and risk of loss shall pass to (he Buyer at the FOB point All claims for defects and/or delay in shipment shall be deemed waived unless presented in writing within 30 days from the date of shipment of the goods. If the delivery of goods is to be in installments, any delay or default with respect to any installment shall not affect Buyer's obligation to accept and pay for all remaining installments. Acceptance by Buyer shall be deemed immediate upon delivery of the goods to Buyer or Buyer's designee.

12. ATTORNEY FEES AND COSTS OF COLLECTION -In the event of any dispute involving the sale of goods under this Agreement or in the event that STREATOR PIPE & SUPPLY is required to attempt to collect upon any debt of Buyer acquired under this Agreement, Buyer and Personal Guarantor expressly agree to pay any and all costs of collection and/or litigation including but not limited to those attorneys, investigators, collection agencies and any and all other costs and fees incurred in the prosecution thereof.

13. FOREIGN GOVERNMENT OR INDIAN NATION - If Buyer is a foreign government or Indian Nation, BUYER HEREBY EXPRESSLY WAIVES ANY DEFENSE BASED UPON SOVERIGN IMMUNITY IN THE EVENT OF DISPUTE BETWEEN AND STREATOR PIPE & SUPPLY REGARDING THIS CREDIT APPLICATION OR ANY INVOICE OTHER DOCUMENT OF CONTRACT RELATED TO THE SALE OF GOODS BEWENTHE PARTIES HERETO. BUYER EXPRESSLY AGREES TO THE JURISDICTION OF THE FEDERAL AND STATE COURTS OF THE UNITED STATES OF AMERICA TO ADJUDICATE ANY DISPUTE HEREUNDER.

14. PERSONAL GUARANTOR-Personal Guarantor expressly and without limitation of any kind, waives the right to notice, and the right to demand STREATOR PIPE & SUPPLY to proceed against the Buyer prior to making claim on the personal guarantee.

15. MECHANIC'S LIENS, STOP NOTICES, PAYMENT BOND CLAIMS JOINT CHECKS AND RELAEASES - STREATOR PIPE & SUPPLY specifically reserves the tight to take any and all actions it deems necessary to protect its payments including die recordation of mechanic's liens, stop notices and payment bond claims, as may be available under the law of die State where any particular construction Project is located for which STREATOR PIPE & SUPPLY provides materials. Buyer specifically agrees that any and all releases of said rights shall be solely upon terms and conditions of STREATOR PIPE & Supply's standard form releases when given in exchange for payment, is expressly conditional upon the payer's solvency.

From time to time, STREATOR PIPE & SUPPLY may demand payment for materials by joint check from Buyer's customer for materials provided by STREATOR PIPE & SUPPLY. Buyer expressly agrees to cooperate in signing any joint check agreement as required by STREATOR PIPE & SUPPLY prior to delivery of any materials under this credit Agreement No waiver of this provision shall implied due to STREATOR PIPE & Supply's failure to demand a joint check or joint check agreement on any particular transaction or transaction.

16. CHANGE IN BUYER STATUS - Buyer shall notify STREATOR PIPE & SUPPLY in writing of and all changes in the business nature of Buyer, including but not limited to changes in corporate structure, state of incorporation, changes to principal place of business, changes to corporate shareholders, principals, and/or owners of Buyers. No chance in corporate structure shall have any effect upon the rights and remedies of STREATOR PIPE & SUPPLY, which exist at the execution of this Application without the express, written acceptance of STREATOR PIPE & SUPPLY. Buyer shall immediately provide any additional information deemed necessary by STREATOR PIPE & SUPPLY, including the provision of an update Credit Application upon request of STREATOR PIPE & SUPPLY.

17. GENERAL - The terms and conditions of this Agreement, including those incorporated herein by reference, constitute the entire agreement between Buyer and STREATOR PIPE & SUPPLY, and no other terms and conditions shall apply or be made a part hereof without the express written consent of STREATOR PIPE & SUPPLY.

Each provision of this Credit Application is contractual and separate from each other provision. If one or more of die provision hereof is deemed by any Court to be unlawful, invalid or unenforceable said determination should not affect any other provision of Credit Agreement.

WE REQUEST A CREDIT LIMIT OF \$ \_\_\_\_\_ If over \$2000, attach a copy of your most recent financial statement.

I/We certify that all information stated in this Application and any attachment hereto of \_\_\_\_\_ (Name of Applicant) is true and correct to the best of my/our knowledge. Applicant hereby authorizes die above reference and any credit information agency to release all information relative to its credit arrangement, ratings and reputation to STREATOR PIPE & SUPPLY. All goods sold to Application on a Credit Account opened under this Application are sold in express reliance on the information contained herein, or attached here to. Any changes which may affect this credit account, or the credit worthiness of the Applicant and/or Personal Guarantor (s) here of must be given to STREATOR PIPE & SUPPLY in writing by certified mail, addressed to STREATOR PIPE & SUPPLY, Attn.: Credit Manager 410 Bedloe Lane, Arroyo Grande, CA 93420. Applicant agree (s) to be bound by all the terms and conditions contained in this Application, there verse hereof and those contained in the invoices issued hereunder, which are incorporated herein by this reference as if set forth in full.

By \_\_\_\_\_ (Signature) \_\_\_\_\_ (Name & Title) \_\_\_\_\_ (Date)

By \_\_\_\_\_ (Signature) \_\_\_\_\_ (Name & Title) \_\_\_\_\_ (Date)

By \_\_\_\_\_ (Signature) \_\_\_\_\_ (Name & Title) \_\_\_\_\_ (Date)

## CUSTOMER ACCOUNT FORM

COMPANY NAME: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

SHIPPING ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

PHONE NUMBER: ( ) \_\_\_\_\_

FAX NUMBER: ( ) \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

ACCOUNTS PAYABLE CONTACT: \_\_\_\_\_

RESALE OR TAX EXEMPT:                      YES                      NO                      (Please circle one)

(If you are resale or tax exempt please enclose current resale card or tax exempt form.)

PO REQUIRED:                                      YES                      NO                      (Please circle one)

PRICES ON SHIPPING TICKETS?              YES                      NO                      (Please circle one)

DO YOU ACCEPT BACKORDERS?              YES                      NO                      (Please circle one)

HOW WOULD YOU LIKE TO RECEIVE YOUR INVOICES AND STATEMENTS:

MAIL                      EMAIL (preferred method)                      FAX                      (Please circle one)

IF YOU WOULD LIKE YOUR ACCOUNT TO BE PROTECTED FROM UNAUTHORIZED CHARGES, PLEASE INCLUDE A LIST OF NAMES ALLOWED TO CHARGE ON YOUR ACCOUNT. IT WILL BE YOUR RESPONSIBILITY TO KEEP US INFORMED OF ANY CHANGES TO THE APPROVED CHARGE LIST.