

## Drexel Metals Credit Application

<b>General Information</b>					
Firm Name		Phone	Fax	Email	
Street Address					
City		State		Zip	
County:					
Date your company was founded			You are primarily a <input type="checkbox"/> Roofing Installer <input type="checkbox"/> Distributor <input type="checkbox"/> Manufacturer		
<b>Billing Information</b>					
A/P Contact:					
Street Address (if different)					
City		State		Zip	
Primary contact in your finance department		Name		Phone	
Phone		Fax		Email	
Does your company require purchase order numbers			<input type="checkbox"/> Yes		<input type="checkbox"/> No
<b>Company Information</b>					
<b>Sales Tax Information</b>	<i>If Tax-exempt please provide Drexel Metals Inc with a copy of your State Sales Tax Certificate</i>				
Your legal entity is a		<input type="checkbox"/> Corporation		<input type="checkbox"/> Co-Partnership	
				<input type="checkbox"/> Proprietorship	
Filed in which state?			Federal ID#		
List the names and addresses of the company owners and/or Corporate Officers.					
1.Name		Title		Phone	
Address			City	State	Zip Code
2.Name		Title		Phone	
Address			City	State	Zip Code
3.Name		Title		Phone	
Address			City	State	Zip Code
<b>Bank Information</b>					
Name		Contact Name		Phone	
				Fax	
Address			City		State
					Zip Code
Account Number	<input type="checkbox"/> Checking		<input type="checkbox"/> Saving		<input type="checkbox"/> Other (please indicate)

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<b>Creditor Information</b>				
List the names and addresses of three present <b>trade</b> suppliers.				
1. Company Name	Contact Name	Phone	Fax	
Address	City	State	Zip Code	
2. Company Name	Contact Name	Phone	Fax	
Address	City	State	Zip Code	
3. Company Name	Contact Name	Phone	Fax	
Address	City	State	Zip Code	
<b>Terms</b>				
<i>Our terms of sale are 1%10 net 30 days</i>				
<b>Requested Credit</b>	<input type="checkbox"/> \$10,000	<input type="checkbox"/> \$25,000	<input type="checkbox"/> \$50,000	<input type="checkbox"/> Other – state amount below
<b>Requested Amount: \$</b> <span style="background-color: #cccccc; display: inline-block; width: 40px; height: 15px; vertical-align: middle;"></span>				
<b>Authorization</b>				
<p>I understand that the information furnished to you is for the purpose of requesting credit from Drexel Metals Inc. I am authorized, in my capacity, to bind my firm accordingly. I/We authorized Drexel Metals to investigate our credit history, bank references and any other information deemed necessary to extend credit. I/We agree to notify Drexel Metals Inc. of any changes in ownership or address or form of said business. This agreement shall remain in force until written notice of revocation is received by Drexel Metals Inc. Drexel Metals reserves the right to issue Notice to Owner and/or lien any project.</p> <p>BY MY SIGNATURE BELOW, I CERTIFY THAT I HAVE READ THE TERMS AND CONDITIONS BELOW AND HEREBY AGREE TO THEM</p> <p>FIRM: _____</p> <p>NAME: _____ (PLEASE PRINT)</p> <p>SIGNATURE: _____</p> <p>TITLE: _____ DATE: _____</p>				

## **Drexel Metals Credit Application**

### **Terms and Conditions**

#### **1. TERMS OF PAYMENTS:**

The undersigned hereby makes this application for credit and agrees that all amounts payable on or before the due date, as shown on each invoice, will be paid, and if not paid on or before said due date are then delinquent. The payment for all sales of goods and services will be according to the terms stated on the company's invoice for the sale of goods or services. The failure to pay on the due date on each invoice shall deem the debt to be delinquent. A finance charge of 2% above current prime rate will be applied to all delinquent balances. Purchasers shall pay all attorneys' fees and all costs in the event any matter shall be referred to a third party for collection whether or not litigation is initiated.

#### **2. SECURITY INTEREST:**

As security for and all amounts due seller, Purchaser hereby grants to Seller a security interest in all equipment, supplies, merchandise, receivables, inventory and other goods of Purchaser and in proceeds and products thereof; and at Seller's request, Purchaser shall from time to time, execute and deliver Uniform Commercial Code Financing Statements to seller as public record. Seller's security interest is junior to any conflicting security interest of Purchaser's commercial bank, if such security interest now exists. Venue shall be in Jefferson, Kentucky. Any sales that result from an extension of credit by seller shall be construed under the laws of Kentucky and any lawsuits resulting from this extension of credit may be commenced in the state of Kentucky.

#### **3. WARRANTY:**

THE FOLLOWING IS IN LIEU OF ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING BUT NOT LIMITED TO ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES MADE BY PURCHASER, OR ANY OTHER OBLIGATION ON THE PART OF THE SELLER. SELLER WARRANTS THAT AT THE TIME OF DELIVERY THE MATERIALS/GOODS DELIVERED UNDER THIS CONTRACT WILL CONFIRM TO SPECIFICATIONS, AND WILL BE FREE FROM DEFECT IN MATERIALS AND WORKMANSHIP.

#### **4. REMEDIES AND DAMAGES:**

IF THE MATERIALS/GOODS FURNISHED BY SELLER FAIL TO CONFIRM TO SUCH WARRANTY SELLER'S SOLE AND EXCLUSIVE LIABILITY SHALL BE TO REPAIR OR UPON MUTUAL AGREEMENT TO CREDIT PURCHASER'S ACCOUNT FOR DEFECTIVE MATERIAL ONLY. THIS WARRANTY APPLIES TO MATERIALS ONLY AND DOES NOT INCLUDE LABOR EXPENSE OR ASSOCIATED COSTS. IF REPAIR OR REPLACEMENT IS MADE, SELLER SHALL HAVE REASONABLE TIME TO MAKE SUCH REPAIR OR REPLACEMENT FOB SELLER'S PLACE, FREIGHT ALLOWED. NOTICE OF DEFECTIVE MATERIALS/GOODS, INCLUDING ANY SHORTAGES, MUST BE GIVEN TO SELLER VERBALLY WITHIN TWENTY-FOUR (24) HOURS AND CONFIRMED IN WRITING WITHIN SEVENTY-TWO (72) HOURS OF DELIVERY. IN NO EVENT SHALL THE SELLER BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR ANY BREACH OF THE PROVISIONS OF THIS CONTRACT INCLUDING, BUT NOT LIMITED TO, LOSS OF GOODWILL, LOSS OF PROFIT, LOSS OF USE OR LOSS OF CROPS. IN THE EVENT OF PURCHASER'S FAILURE OR REFUSAL TO ACCEPT MATERIALS ORDERED, SELLER MAY WITHOUT NOTICE RETAIN OR REPOSSESS SAID MATERIALS AND PURCHASERS SHALL BE LIABLE FOR THE FULL PURCHASE PRICE, LESS ALLOWANCE FOR THEN CURRENT VALUE THEREOF AT THE MILL AFTER DEDUCTING FREIGHT, STORAGE, HANDLING, RESTOCK CHARGES AND OTHER COSTS.

This Credit Application is the entire agreement between the parties and all sales to Purchaser from Seller shall be subject to this agreement and to the terms of Seller's invoices, sales confirmations, statements and its other account documents, and subject to the terms of no other form or document, including Purchaser's purchase orders or similar documents, and all prior verbal or written agreement between parties are hereby merged into this agreement. In the event that there is any conflict between the terms of this agreement and Seller's invoices, this agreement shall control.