



CREDIT APPLICATION

Credit Offices:			
<u>New England</u> 8 Pent Highway Wallingford, CT 06492 Phone: 800-243-4410 Fax: 203-294-2993	<u>Central</u> 1601 Broadway St. Marseilles, IL 61341 Phone: 800-987-5283 Fax: 815-795-5041	<u>Mid-Atlantic & Virginia</u> 580 Middletown Blvd, D-100 Langhorne, PA 19047 Phone: 800-899-3432 Fax: 215-741-5973	<u>Florida</u> 5208 24 th Ave South Tampa, FL 33619 Phone: 800-693-1361 Fax: 813-626-8032

BUSINESS CONTACT INFORMATION			
EIN:	Resale #: (attach certificate if applicable)		
Company name:			
Doing Business As:			
Phone:	Fax:	E-mail:	
Registered company address:			
City:	State:	ZIP Code:	
Date business commenced:		Website:	
Corporation: (include state of incorporation)	Partnership:	Sole Proprietorship:	Other:
PO Required: Yes No	Credit Line Requested:	A/P Contact:	Invoices & Test Reports: E-mail Fax Mail

CORPORATE OFFICERS, PARTNERS, OWNERS				
NAME	TITLE	OWNERSHIP %	HOME ADDRESS	TELEPHONE/ CELL PHONE
				(T) (C)
				(T) (C)
				(T) (C)
				(T) (C)
				(T) (C)

CREDIT INFORMATION			
Bank name 1:			
Bank address:		Phone:	
City:		State:	ZIP Code:
Type of account	Account number		
Savings			
Checking			
Other			
Bank name 2:			
Bank address:		Phone:	
City:		State:	ZIP Code:



Type of account		Account number	
Savings			
Checking			
Other			
BUSINESS/TRADE REFERENCES (AT LEAST 2 INDUSTRY REFERENCES)			
Company name:			
Address:			
City:		State:	ZIP Code:
Phone:	Fax:	E-mail:	
Type of account:			
Company name:			
Address:			
City:		State:	ZIP Code:
Phone:	Fax:	E-mail:	
Type of account:			
Company name:			
Address:			
City:		State:	ZIP Code:
Phone:	Fax:	E-mail:	
Type of account:			

TERMS AND CONDITIONS

1. **Terms.** These terms and conditions set forth on any invoice or other document to which these Terms and Conditions apply (collectively "Terms") supersede any contrary provisions presented in writing or otherwise by any buyer ("Buyer"), and the terms may not be changed other than a writing signed by an authorized representative of Infra-Metals Co (Infra). To the extent that the Terms constitute or relate to an acceptance by Infra of an offer by Buyer, the acceptance is expressly conditioned on Buyer's assent to provisions in the terms which are additional or different to those presented to Buyer. To the extent that any portion of the Terms constitutes or relates to an offer, acceptance of the offer is expressly limited to the terms of the offer.
2. **Price and Payment.** Except as otherwise expressly provided in the Terms, prices are subject to change at any time without notice and are payable in full net 30 days after invoice. All price and payment terms are subject to credit approval by Infra. Buyer shall pay to Infra a late charge on all past due amounts at the higher of the rate of 1% per month or the highest rate under applicable law and shall in addition pay Infra all costs, including but not limited to, lien and bond filings costs and reasonable attorneys' fees incurred in collecting past due amounts.
3. **Delivery, Acceptance and Force Majeure.** Infra will use all reasonable efforts to meet delivery and shipping dates in the Terms, but such dates constitute good faith estimates only, and Infra will not be responsible for failure to meet any specific date so long as it acts in good faith. All claims for defects, errors or shortages with respect to delivered goods must be given in writing by Buyer to Infra within 7 (seven) days after delivery and, in absence of such notice, all goods shall be deemed accepted and in conformance with all applicable requirements for the goods. Infra will not be responsible for delays for reasons beyond the period of the delay.
4. **Warranties.**
 - A. Except as limited by the provisions of the terms, Infra warrants that goods covered by the Terms will conform to the description in the Terms and at the time of delivery, will be free from material defects of workmanship or materials. Infra's sole responsibility under this warranty shall be, at its own expense, to repair and replace any goods which do not conform to the warranty if Infra receives notice of the defect within the time provided in Paragraph 3 before the goods were accepted. The warranty shall not apply to any claimed defect caused by the negligence or intentional misuse of Buyer or any party acting for or on behalf of Buyer.
 - B. EXCEPT AS EXPRESSLY PROVIDED IN SUBPARAGRAPH A, INFRA DOES NOT MAKE AND DISCLAIMS EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THE GOODS COVERED BY THE TERMS, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
5. **Limitations of Remedy.** Buyer's sole and exclusive remedy for any matter or claim relating to the goods covered by the Terms whether in contract, tort (including negligence) or otherwise shall be repair or replacement of the goods in accordance with the warranty provisions of Paragraph 4, subject to the limitations therein. IN NO EVENT WILL INFRA BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, EVEN IF INFRA WAS ADVISED OR AWARE OF THE POSSIBILITY OF SUCH DAMAGES.



- 6. **Compliance with Law.** Upon Buyer’s reasonable request and to the extent required by applicable law or regulations, Infra will provide to Buyer Certifications of compliance with applicable law, and Infra specifically that all goods delivered in accordance with the transactions provided for in the Terms will be produced in compliance with the Fair Labor Standards Act of 1938, as amended.
- 7. **Shipping Tolerances.** Except as otherwise provided in Infra’s price data publications, the total order of each delivery shall be subject to a shipping quantity tolerance of plus or minus 10 (ten) percent.
- 8. **Applicable Law.** Pennsylvania law shall govern the validity, construction, interpretation and effect of the Terms and all transactions to which the Terms relate, without regard to principals of choice or conflicts in law.

Applicant’s signature attests financial responsibility, ability & willingness to pay invoices in accordance with the terms stated above. In the event it becomes necessary to place the account with an attorney or any third party for collection, the applicant hereby agrees to pay all costs of collection including reasonable attorney’s fees.

The above information, as well as that attached, are for the purpose of obtaining credit and are warranted to be true. The applicant hereby authorizes Infra-Metals Co. to investigate the references listed and any personal and commercial credit bureau pertaining to credit and financial responsibility.

Please complete entire application and attach your most recent audited, reviewed or compiled financial statements for the latest fiscal year. If the financial statements attached are more than six (6) months old, please also attach your most recent interim financial statements.

FIRM NAME: _____

DATE: _____

SIGNATURE: _____

TITLE: _____

SIGNATURE: _____

TITLE: _____

INDIVIDUAL PERSONAL GUARANTEE

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 _____,
(title) herby personally guarantee

to Infra-Metals Co. the payment at Infra-Metals Co., 580 Middletown Blvd, Suite D-100, Langhorne, PA 19047.

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 mediation or renewal of the credit agreement hereby guaranteed.

Witness: _____

Signature & Date: _____