



590 North Bethlehem Pike | Lower Gwynedd, PA 19002
 TEL 800-570-7674 | FAX 215-793-0919

CREDIT APPLICATION AND AGREEMENT

Please print or type.

COMPANY INFORMATION			
LEGAL NAME		DBA/TA	
BILLING ADDRESS: STREET		CITY	STATE ZIP
DELIVERY ADDRESS: STREET		CITY	STATE ZIP
CORPORATION		LLC	PARTNERSHIP INDIVIDUAL PROPRIETORSHIP
WEBSITE URL		EMAIL ADDRESS	
PHONE NUMBER	MOBILE NUMBER	FAX NUMBER	
SIC CODE	FEDERAL TAX ID	DUNS#	
TYPE OF BUSINESS	YEARS UNDER PRESENT MANAGEMENT	YEARS AT THIS LOCATION	
RELATED COMPANIES (IF ANY)		RELATIONSHIP	
OWNERS OFFICERS			
1. FULL LEGAL NAME	1. TITLE	HAS THIS BUSINESS EVER DECLARED BANKRUPTCY? YES NO	
2. FULL LEGAL NAME	2. TITLE		
3. FULL LEGAL NAME	3. TITLE	IF YES, DATE FILED	DATE DISCHARGED
DEPARTMENT CONTACTS			
ACCOUNTS PAYABLE CONTACT	TITLE	EMAIL ADDRESS	PHONE NUMBER
PURCHASING CONTACT	TITLE	EMAIL ADDRESS	PHONE NUMBER
BANK INFORMATION			
NAME & ACCOUNT #	ADDRESS	PHONE	FAX
CREDIT REFERENCES			
1. NAME	1. ADDRESS	1. PHONE	1. FAX
2. NAME	2. ADDRESS	2. PHONE	2. FAX
3. NAME	3. ADDRESS	3. PHONE	3. FAX
4. NAME	4. ADDRESS	4. PHONE	4. FAX

PLEASE READ TERMS AND CONDITIONS ON REVERSE AND SIGN AGREEMENT.

TERMS & CONDITIONS

CUSTOMER NAME	DBA/TA
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- 1. CUSTOMER'S ACCEPTANCE OF TERMS:** Chapel Steel Corporation shall hereinafter be referred to as "CHAPEL," and the applicant shall be referred to as "CUSTOMER." The CUSTOMER desires to purchase goods and/or services from CHAPEL, and CUSTOMER agrees in consideration thereof to be bound by the terms and conditions stated in this agreement. CHAPEL hereby objects to any terms or conditions at variance with, different from or additional to those terms and conditions stated herein unless such terms and conditions are hereafter set forth in writing signed by CHAPEL. Anything herein to the contrary notwithstanding, no amendment to, or waiver, modification or deletion of, any of the terms and conditions stated here shall be deemed effective unless any such amendment, waiver, modification or deletion, as the case may be, shall have been approved and accepted in writing by an officer of CHAPEL.
- 2. THE OPEN CREDIT ACCOUNT:** CHAPEL reserves the right to approve, approve with conditions or disapprove any request for extension of credit in its sole discretion. The amount of credit extended to CUSTOMER will be determined by CHAPEL and may vary from time to time. CUSTOMER waives notice of any change in CUSTOMER'S credit limit. All amounts charged to the open account are CUSTOMER'S responsibility. CUSTOMER agrees to pay any and all invoices, charges, fees and costs which CUSTOMER or any authorized person incurs on CUSTOMER'S account. Unless CUSTOMER notifies CHAPEL in writing within five (5) days of any unauthorized use of CUSTOMER'S credit account, CUSTOMER agrees that any other person who incurs charges on CUSTOMER'S account is authorized to do so. Notwithstanding the foregoing, any and all contracts, certificates, invoices and other writings signed on behalf of CUSTOMER by any employee of CUSTOMER shall be deemed to have been executed on behalf of CUSTOMER with full authority.
- 3. OPEN ACCOUNT PAYMENT TERMS:** All sums owing CHAPEL by CUSTOMER shall be paid in US funds in accordance with the terms and conditions expressed on any written quotation signed by CHAPEL and CUSTOMER, or on CHAPEL'S invoice. In the absence of such express terms and conditions, CHAPEL'S terms for CUSTOMER will be 1/2% 10, Net 30 days. CUSTOMER agrees to notify CHAPEL in writing of any error in any invoice within ten (10) days after the date of that invoice. If not so noticed, the invoice shall be deemed to be correct and accepted as rendered.
- 4. CUSTOMER'S REPRESENTATION:** Credit will be extended by CHAPEL to CUSTOMER based on the information provided in this application. CUSTOMER agrees that any financial documents provided CHAPEL are true and correct, and will provide CHAPEL such documents, from time to time upon request. CUSTOMER represents to CHAPEL that it is solvent as of the date of this agreement, and that any Financial Statement attached accurately reflects the present financial condition of CUSTOMER as of the date of this agreement. CHAPEL is authorized to check CUSTOMER'S credit background.
- 5. DEFAULT:** Failure to make timely payment as provided in paragraph 3 above shall result in all charges on the account being deemed past due. Whether or not expressed in any quotation or invoice all sums past due shall bear an interest charge at the rate of one and one-half percent (1.5%) per month until paid in full. In addition, CUSTOMER agrees to reimburse and pay CHAPEL for all expenses, costs, and attorney's fees (including in-house counsel fees) incurred or expended by CHAPEL in enforcing its rights hereunder and/or collecting any past due sums, whether or not suit is commenced.
- 6. PURCHASE ORDERS:** Issuance of a purchase order by CUSTOMER shall be deemed an acceptance of CHAPEL'S terms and conditions contained herein, notwithstanding anything to the contrary in CUSTOMER'S purchase order documents. CUSTOMER acknowledges and agrees that issuance of a purchase order creates no burden on the part of CHAPEL to verify its accuracy or validity, and payment for goods or services that are provided to CUSTOMER pursuant to a purchase order shall be the full responsibility and obligation of the CUSTOMER.
- 7. DELIVERY, ACCEPTANCE, AND FORCE MAJEURE:** CHAPEL will use reasonable efforts to meet delivery and shipping dates in the terms and conditions of an accepted purchase order ("Terms"), but such dates constitute good faith estimates only, and CHAPEL 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 CUSTOMER to CHAPEL within seven days after discovery of such defects and, in the absence of such notice, all goods shall irrevocably be deemed accepted and in conformance with all applicable requirements for the goods. Chapel will not be responsible for delays for reasons beyond Chapel's reasonable control. In the event of such a delay, all delivery and other deadlines shall be extended for the period of the delay.
- 8. CANCELLATIONS AND RETURNS:** CUSTOMER may not cancel any order of goods without CHAPEL'S express, written consent. Any cancellation so authorized shall be subject to a cancellation charge of 15% at CHAPEL'S sole discretion. Unused goods, processed material or specially manufactured materials not normally carried in CHAPEL'S inventory may not, under any circumstances, be returned. The amount of credit, if any, allowed to CUSTOMER for returned goods shall be at the sole discretion of CHAPEL.
- 9. WARRANTIES:** Except as limited by the provisions of the Terms, CHAPEL 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. CHAPEL'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 CHAPEL receives notice of the defect within the time provided in Paragraph 7 before the goods are accepted. The warranty shall not apply to any claimed defect caused by the negligence or intentional misconduct of CUSTOMER or any party acting for or on behalf of CUSTOMER. Except as expressly provided, CHAPEL 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.
- 10. LIMITATION OF REMEDY:** CUSTOMER'S sole and exclusive remedy for any matter or claim or 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 9, subject to all limitations therein. IN NO EVENT WILL CHAPEL BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, EVEN IF CHAPEL WAS ADVISED OR AWARE OF THE POSSIBILITY OF SUCH DAMAGES.
- 11. ASSIGNMENT:** No right or interest in this agreement shall be assigned by CUSTOMER without the written permission of CHAPEL, and no delegation of any obligation owed or of the performance of any obligation by CUSTOMER shall be made without written permission of CHAPEL.
- 12. SEVERABILITY:** If any term, covenant or condition of this agreement or the application thereof to any person or circumstance, shall, to any extent, be invalid or unenforceable, shall not be affected thereby, and each term, covenant or and condition of this agreement shall be valid and shall be enforced to the fullest extent permitted by law.
- 13. NON-WAIVER BY CHAPEL:** No waiver of any term, provision or other condition of this agreement by CHAPEL, whether by conduct or otherwise, in any one or more instances, shall be deemed or construed as a further or continuing waiver of any such term, provision or condition of this agreement.
- 14. ACCEPTANCE/ENFORCEABILITY OF COPIES:** CUSTOMER agrees that CHAPEL may, at its sole discretion, accept, utilize and rely upon a facsimile copy, electronic copy or photocopy of this agreement in lieu of original document. CUSTOMER acknowledges that, by transmitting a facsimile copy, electronic copy or photocopy of this document to CHAPEL, CUSTOMER agrees to be bound by the terms and conditions contained in this document to the same extent as if an original were transmitted to CHAPEL. CUSTOMER consents to CHAPEL'S use of this document and waives any right to object to the use of a copy in place of the original and any right to require CHAPEL to subsequently produce an original document. This Credit Application and Agreement cannot be altered, amended, revised, or otherwise modified unless an officer of CHAPEL provides prior written consent.
- 15. GOVERNING LAW AND VENUE:** Customer agrees that for and in consideration of CHAPEL's extension of credit, this agreement is to be construed under the laws of the Commonwealth of Pennsylvania, and that if legal action is brought to enforce this agreement, that Montgomery County, Pennsylvania, shall be the exclusive jurisdiction and legal venue for said action, unless CHAPEL initiates said legal action concurrently against other parties to enforce statutory remedies (such as mechanic's lien, stop notices, payment bonds, etc.) in connection with a debt incurred by CUSTOMER; in such case, the jurisdiction and legal venue will be determined by the requirements of the Civil Code or Code of Civil Procedure of the relevant state in order for CHAPEL to enforce such statutory rights.

THE UNDERSIGNED CERTIFIES THAT THE INFORMATION FURNISHED IN THIS APPLICATION IS TRUE AND CORRECT, AND THAT THE UNDERSIGNED HAS READ AND AGREED TO ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT NOTED ON THE FRONT AND REVERSE PAGES OF THE APPLICATION. OFFICER, AUTHORIZED AGENT OR OWNER SIGNATURE IS REQUIRED.

OWNER OFFICER AUTHORIZED AGENT SIGNATURE	TITLE
PRINTED NAME	DATE

For immediate processing, return to credit@chapelsteel.com or FAX 215-793-0919
or print and mail to Chapel Steel, Attn: Credit Department
P.O. Box 1000
Spring House, PA 19477