

INDUSTRIAL TUBE & STEEL CORPORATION
4658 CRYSTAL PARKWAY
KENT, OHIO 44240
PHONE: (330) 474-5530
TOLL FREE: (800) 662-9567
FAX: (330) 474-0015

INDUSTRIAL TUBE & STEEL CORPORATION
9911 CRESCENT PARK DRIVE
WEST CHESTER, OHIO 46069
PHONE: (513) 777-5512
TOLL FREE: (800) 332-9567
FAX: (513) 777-5695

REMIT TO ADDRESS:
INDUSTRIAL TUBE & STEEL CORPORATION
P. O. BOX 76054
CLEVELAND, OHIO 44101-4755

CREDIT APPLICATION

GENERAL INFORMATION:

* Company Name: _____

* Billing Address: _____
City State Zip Code

* Shipping Address: _____
City State Zip Code

*County: _____

* Telephone No: _____ *Fax No: _____

Description of Business: _____

1.) Business Type: _____ Proprietorship _____ Partnership _____ Corporation

2.) Date Incorporated: _____ 2A.) Parent Co. (if any) : _____

*No. of Employees: _____ *No. of Employees @ this Location: _____

*FEDERAL TAX ID #: _____ *Sales Tax Exempt No: _____
(If exempt, please attach signed certificate)

OWNERSHIP/EMPLOYEE CONTACTS:

Owner/Principals:

* _____
Name Title

* _____
Name Title

* _____
Address

* _____
SSN

*A/P Contact: _____

* Sales Contact: _____

BANK REFERENCES:

*Name of Bank: _____ Account No: _____
City/State/Zip

Contact Name: _____ Phone No: _____ Fax No: _____

*Name of Bank: _____ Account No: _____
City/State/Zip

Contact Name: _____ Phone No: _____ Fax No: _____

TRADE REFERENCES:

NOTE: ***PLEASE BE SURE TO INCLUDE FAX NUMBERS*******

Name/Address: _____ Phn #: _____ Fax #: _____
(Current Steel Suppliers)

Name/Address: _____ Phn #: _____ Fax #: _____

Name/Address: _____ Phn #: _____ Fax #: _____

Name/Address: _____ Phn #: _____ Fax #: _____

*****NOTE: APPLICATION MUST BE SIGNED BEFORE RETURNING*****

All statements on this credit application are true and accurate to the best of the applicant's knowledge. The applicant authorizes Industrial Tube and Steel Corp. to make any and all inquiries necessary for action on this credit application. Terms are Net 30 days. Finance charges for past due invoices are 1 ½% per month. Applicant agrees to pay any costs of collection including attorney's fees should the account be referred to a collection agency or attorney.

All information given on this credit application will be held in strict confidence.

*Name: _____ Title: _____

*Signature: _____ Date: _____
(MUST BE SIGNED BY AN OWNER/OFFICER OF THE COMPANY)

Attachment: Terms & Conditions of Sale. Changes to the terms & conditions of sale must be approved in writing by ITS management.

TERMS AND CONDITIONS

All orders are accepted subject to prior sale and subject to our sales and credit terms and conditions only, and not to the terms and conditions appearing on Buyer's purchase order or contract. Your agreement with our terms and conditions shall be conclusively evidenced by your acceptance of any shipment.

Said terms and conditions are as follows:

DELIVERY

Shipment. Except when delivery is made by us within our free delivery areas, or unless we otherwise specify, delivery will be made F.O.B. our warehouse, and title and risk of loss shall pass to Buyer at that point. We reserve the right to select means and route of shipment of order when specific instructions are not included in the order.

Delay in Shipment. We will endeavor to ship material within specified time, but this is not guaranteed. We will not be liable for any delay in the performance of orders or contract, or in the delivery or shipment of goods, or for non-delivery, or for any damages suffered by Buyer by reason of such delay or non-delivery, when same is directly or indirectly, caused by, or in any manner arising from fires, goods, accidents, riots, act of God, war, governmental interference or embargoes, strikes, labor difficulties, shortage of labor, fuel, power, materials or supplies, transportation delay, or any other cause or causes (Whether or not similar in nature to any of these hereinbefore specified) beyond our control. In no event shall we be liable for special or consequential damages.

PAYMENT

Date. Invoices will be issued as of the date of shipment. Invoices shall become due upon the issuance thereof unless otherwise specifically agreed in writing.

Terms. If Credit is approved by us, terms of Payment are: 30 days net **A FINANCE CHARGE OF 1 1/2% PER MONTH (18% PER ANNUM) WILL BE ADDED TO ALL AMOUNTS PAST DUE.**

Price Change. Prices and quotations are subject to change without notice. If there should be a price change after partial shipment of an order has been made, the unshipped portion will be invoiced at the price in effect at the time of shipment.

Taxes. Prices indicated, unless otherwise agreed in writing, are exclusive of any present or future Federal, State, County or Municipal or other sales, use or excise tax upon or measured by the receipts from the sale or by the value of the material sold. Such taxes, if paid or required to be paid by us, shall be added to and become part of the price payable by the Buyer hereunder.

WARRANTY

The terms of this warranty apply to all sales by Seller. No employee of Seller is authorized to waive or modify any of the terms of this warranty.

Technical Advice. Reasonable precautions are taken by the Seller to provide material conforming to the specifications, if any, agreed upon by Buyer and Seller. However, **SELLER SHALL NOT BE RESPONSIBLE FOR THE RESULTS OF ANY TECHNICAL ADVICE GIVEN IN CONNECTION WITH THE DESIGN, INSTALLATION OR USE OF THE MATERIAL SOLD HEREUNDER.**

WARRANTIES. Seller warrants that the material sold hereunder is of merchantable quality, and Seller warrants title to and freedom from encumbrance of the material sold hereunder. Seller makes no warranty of suitability of the material for any specific purpose of Buyer, whether or not known to Seller, and **SELLER MAKES NO OTHER WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHICH EXCEED OR DIFFER FROM THE WARRANTIES HEREIN EXPRESSED ARE DISCLAIMED BY SELLER AND EXCLUDED FROM THIS AGREEMENT.**

Buyer's Remedies. Seller will replace the material at the point where delivery of the material is first made, or, at its option, will allow credit for the purchase price of such material (if owned by Buyer), if, and only if, (1) the material is proved defective, or not in conformity with the specifications, if any, agreed upon, by testing in accordance with the methods of the American Society for Testing Materials, (2) written notice of such defect or nonconformity is given to Seller promptly after discovery thereof and in no event later than six months from date of shipment of the material by Seller, and (3) Seller has been given reasonable opportunity to inspect the material. **IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING CLAIMS FOR LABOR EXPENDED OR DAMAGE BECAUSE OF THE REJECTION OF FINISHED PARTS.**

CANCELLATION OR ALTERATIONS

Acceptance by Seller. Any request by Buyer for cancellation or alteration of an order, to be binding upon the Seller, must be accepted by Seller and, at Seller's option, will be subject to fair charges for expenses incurred and work executed up to the time of acceptance by Seller of such request.

Returns. All returns allowed must be shipped to us in excellent resale condition. No modification or addition to or waiver of any of these terms and conditions shall be effective unless agreed to in writing by an authorized officer of Seller.