

**CREDIT APPLICATION**

*Please Type or Print*

1. Name of Business \_\_\_\_\_ Phone No. \_\_\_\_\_

2. Street Address \_\_\_\_\_ Fax No. \_\_\_\_\_

3. Billing Address \_\_\_\_\_ Receiving Hrs. \_\_\_\_\_

Accounts Payable Contact \_\_\_\_\_

If owner is a corporation, give name and street address of registered agent \_\_\_\_\_

\_\_\_\_\_

4. Type of Business \_\_\_\_\_ Year Established \_\_\_\_\_

5. Federal I.D. Number (or SSN) \_\_\_\_\_ Phone \_\_\_\_\_

6. Principal Officers, Partners or Proprietors of Business

Name \_\_\_\_\_ Title \_\_\_\_\_ S.S.# \_\_\_\_\_

Address \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_ S.S.# \_\_\_\_\_

Address \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_ S.S.# \_\_\_\_\_

Address \_\_\_\_\_

7. Trade References - Open Account

Name \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_

Name \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_

Name \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_

Name \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_

8. Bank References

Name of Bank (Business Account) \_\_\_\_\_

Bank Servicing Officer \_\_\_\_\_ Phone \_\_\_\_\_

9. Credit requirements: Monthly \$ \_\_\_\_\_

10. I hereby authorize PHS Industries, Inc. or any investigative agency employed by PHS Industries, inc. to investigate the references herein listed and obtain information from any person pertaining to my credit and financial responsibility.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Applicant (Signature)

\_\_\_\_\_  
Applicant (Please Print or Type)

## TERMS AND CONDITIONS

Agreement between \_\_\_\_\_ and PHS Industries, Inc.  
(Name of Company)

1. Shipments in response to telephone orders which are made prior to written confirmation by PHS are for service to Customer and are accepted subject to the terms and conditions contained herein.
2. PHS shall not be liable for damages for failure to perform or for any delay in performances arising directly or in directly from any cause beyond the reasonable control of PHS, whether or not any such cause exists as of the date hereof.
3. Title to products sold shall pass from PHS to Customer upon loading on the transportation facility, irrespective of any freight allowance, prepayment of freight, or f.o.b. terms, and thereafter of loss or damage shall be upon Customer, provided, that PHS retains a purchase money security interest in the products described on the front of this form until payment in full has been made by Customer.
4. Present or future Federal, State and Local sales use, occupational, excise, gross income or other similar tax required to be paid by PHS upon the sale or use of any materials covered hereby, or as measured by the price(s) herein stated, shall be for the account of Customer and shall be paid by the Customer in the same manner but as an additional cost(s) with the same effect as if originally added to the prices herein stated.
5. Specifications and instructions on the face hereof are in accordance with directions of Customer and full responsibility for their correctness is assumed by Customer.
6. Customer must notify PHS in writing within 10 days after tender of delivery to or receipt of material if the material is found defective or short in any respect. Failure to so inform PHS or use of the material (except for reasonable test and inspection qualities) shall be considered acceptance of the material so tendered or received
7. No products or material may be returned for credit and no order may be canceled, in whole or in part, without prior written consent of PHS. If returned is authorized, good must be in first class condition, deduction from credit memo for 25% restocking charge and transportation will be made.
8. There are no terms, conditions, understandings or agreements between Customer and PHS other than those stated herein and all prior proposals and negotiations are merged herein. No terms and conditions in any way altering or modifying the provisions hereof shall be binding upon PHS unless in writing and signed by authorized representative of PHS. No modification or alteration of the provisions hereof shall result from, PHS's shipment of material following receipt of Customer's purchase order, shipping order, or other forms containing provisions, terms or conditions in addition to or in conflict or inconsistent with the provisions hereof.
9. PHS warrants that the products covered hereby conform to the description, specifications, and instructions of the face hereof and except as otherwise provided herein, all material furnished and the calculation of all weights will be in accordance with the Code of Standard Practice of the American Institute of Steel Construction. edition current as of the date of the proposal. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. PHS SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES DIRECTLY OR INDIRECTLY ARISING OR RESULTING FROM THE BREACH OF ANY OF THE TERMS HEREOF OR FROM THE SALE, HANDLING OR USE OF THE PRODUCTS SOLD. NO EMPLOYEE OR REPRESENTATIVE OF PHS IS AUTHORIZED TO CHANGE THIS WARRANTY IN ANY WAY OR GRANT ANY OTHER WARRANTY. Customer shall give PHS prompt notice of and an opportunity to inspect any materials furnished hereunder which Customer claims do not conform to description or specifications or to be defective. Phase's liability hereunder, either for breach of warranty or for negligence, is expressly limited at the option of PHS to performance within one year from tender of delivery to one of the following: A). Replacement at the agreed point of delivery of any products found to be defective or not to conform, to the specifications set forth herein. B). Repair of such products, or C) Refund or crediting to Customer of the price of products. If defective, amount of damage is price of defective goods only.
10. Prices quoted are subject to adjustment for increase, if any, in present mill price or freight rate.
11. Any arithmetic or typographic errors on the face hereof or incorporated herein are subject to correction by PHS.
12. The products shall be kept at Customer's place of business as shown on the front of this form until Phase's security interest is terminated.
13. The credit terms are payment in full within thirty (30) days from the date indicated on each invoice which is sent to the customer unless other terms agreed upon. Any unpaid balance not paid within thirty (30) days of the date indicated on each invoice shall be subject to a finance charge at a rate of 1 - 1/2% per month which is an annual percentage rate of 18% whether presently owing or incurred after the execution of this document. At the option of PHS, customer shall be in default without the necessity of notice or demand if any part of customer's account remains unpaid after said 30 day period. In consideration of credit being extended to the above named business (Customer) I/we or either of us, as the undersigned person. insolido on behalf of the business indebtedness including but not limited to, principal, accrued interest finance charges court costs, reasonable attorney fees of not less than 25% of the total amount due and owing (minimum of \$250.00) and any other expenses incurred with the collection of the amount due PHS PHS shall have the unrestricted right as its sole and exclusive option at any time to limit credit extended to customer. PHS shall be under no obligation to inquire into the authority of anyone acting on behalf of customer and all agents representatives or employees of customer shall have the authority to act for customer in all matters relating to any purchases from PHS Customer agrees to furnish PHS prior to accepting delivery of any merchandise or services from PHS, the legal description, contractor and owner's name, and physical address and other information with respect to each job for which material or services is being acquired by customer. PHS may rely on any oral or written information furnished PHS by a representative of customer, as being true and correct. No part of this agreement may be waived or modified except by a written document duly signed by an authorized officer or owner of both PHS and customer.
14. Until such time as PHS has been paid in full for the products listed on the front side, Customer agrees:
  - A. To keep the products free from any adverse security interest;
  - B. To permit PHS to take possession of the products remaining in possession of Customer or in the possession of any person other than a purchaser from Customer in the ordinary course of business;
  - C. PHS may enter Customers premises without legal process without notice during ordinary business hours for the purpose of examining the products remaining in Customer's possession and Permit PHS to have access to the records of the Customer in order to determine the disposition of any of the products subject to this agreement;
  - D. To keep the products fully insured at Customer's expense and;
  - E. That in the event Customer defaults in the payment due herein or fails to comply with any of the terms hereof PHS or any officer of the law may take immediate possession of the products without notice and for this purpose may enter the premises without notice where the products may be located and remove them;
15. This writing contains the total agreement between Customer and PHS and all agreements entered into prior to or contemporaneously with the execution of this agreement are excluded whether oral or in writing. Written or typed provisions hereof shall govern in the event of a conflict between printed provisions.

\_\_\_\_\_  
(Authorized Individual To Sign)

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Individual's Title)

**SALES TAX EXEMPTION FORM**

THE UNDERSIGNED HEREBY CERTIFIES THAT ALL PURCHASES OF TANGIBLE PERSONAL PROPERTY FROM PHS INDUSTRIES, INC. ARE EXEMPT FROM PAYMENT OF SALES AND USE TAX BECUASE THE PROPERTY IS TO BE USED FOR AN EXEMPT PURPOSE AS FOLLOWS: (CHECK APPLICABLE SPACE)

- ( ) FOR RESALE IN ITS PRESENT FORM
  
- ( ) TO BE INCORPORATED AS A COMPONENT PART OF ANOTHER TANGIBLE PERSONAL PROPERTY BEING PRODUCED FOR RESALE
  
- ( ) OTHER (DESCRIBE)

THE UNDERSIGNED FURTHER CERTIFIES THAT SHOULD THIS PROPERTY BE USED FOR ANY PURPOSE WHICH IS NOT EXEMPT, THE BUYER ASSUMES LIABILITY FOR PAYMENT OF APPLICABLE SALES OR USE TAX. THIS CERTIFICATE SHALL CONTINUE IN FORCE UNTIL REVOKED BY WRITTEN NOTICE.

AUTHORIZED SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

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

COMPANY ADDRESS \_\_\_\_\_

NATURE OF BUSINESS \_\_\_\_\_

DATE \_\_\_\_\_

\* NOTE: IT IS IMPORTANT THAT WE HAVE THIS INFORMATION ON FILE

\*\* TEXAS, ALABAMA AND LOUISIANA REQUIRE THAT WE HAVE A COPY OF YOUR EXEMPTION CERTIFICATE ON FILE.