



# GRIFFIN PIPE PRODUCTS CO., INC.

## APPLICATION FOR CREDIT

**COMPANY NAME:** \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_

ZIP CODE \_\_\_\_\_ TEL. \_(\_\_\_\_\_)\_\_\_\_\_

FAX \_(\_\_\_\_\_)\_\_\_\_\_

DIVISION OR SUBSIDIARY OF \_\_\_\_\_

DATE OF INCORPORATION \_\_\_\_\_

**OWNERS / OFFICERS / PARTNERS:**

NAME \_\_\_\_\_

TITLE \_\_\_\_\_

NAME \_\_\_\_\_

TITLE \_\_\_\_\_

**CONTRACTOR'S BONDING AGENT:**

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_

ZIP CODE \_\_\_\_\_ TEL. \_(\_\_\_\_\_)\_\_\_\_\_

**RESALE EXEMPTION NUMBER  
FOR EACH STATE APPLICABLE:**

STATE \_\_\_\_\_ NUMBER \_\_\_\_\_

STATE \_\_\_\_\_ NUMBER \_\_\_\_\_

STATE \_\_\_\_\_ NUMBER \_\_\_\_\_

**BANK REFERENCE:**

NAME OF BANK \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_

ZIP CODE \_\_\_\_\_ TEL. \_(\_\_\_\_\_)\_\_\_\_\_

FAX \_(\_\_\_\_\_)\_\_\_\_\_

OFFICIAL TO CONTACT \_\_\_\_\_

ACCOUNT # \_\_\_\_\_

**TRADE CREDIT REFERENCE:**

COMPANY \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_

ZIP CODE \_\_\_\_\_ TEL. \_(\_\_\_\_\_)\_\_\_\_\_

FAX \_(\_\_\_\_\_)\_\_\_\_\_

COMPANY \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_

ZIP CODE \_\_\_\_\_ TEL. \_(\_\_\_\_\_)\_\_\_\_\_

FAX \_(\_\_\_\_\_)\_\_\_\_\_

COMPANY \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_

ZIP CODE \_\_\_\_\_ TEL. \_(\_\_\_\_\_)\_\_\_\_\_

FAX \_(\_\_\_\_\_)\_\_\_\_\_

In consideration of the extension of credit by Griffin Pipe Products Co, Inc. to us, we agree that, **in the event** our account with Griffin Pipe Products Co., Inc. is placed with an agency or attorney for collection and/or suit, we shall pay all costs of collection including reasonable attorney fees and a SERVICE CHARGE or FINANCE CHARGE OF 1 1/2% per month on any unpaid principal balance, commencing 60 days beyond the invoice date.

The party or parties signing this application certify that all of the information furnished is correct, that the applicant is not insolvent, and that if the applicant is a corporation, it is in good standing. We also agree to all the Terms and Conditions of sale as stated on the reverse side of this application.

**If corporation**, two officers must sign giving their position.

**If partnership**, a minimum of two partners must sign.

**If sole proprietorship**, owner must sign.

SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_ DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_ DATE \_\_\_\_\_

Please return completed application to **Griffin Pipe Products Co., Inc.**, c/o Credit Department

- 2601 Ninth Ave., Council Bluffs, Iowa 51501
- 10 Adams Street, Lynchburg, Virginia 24504
- 1400 Opus Place, Suite 700, Downers Grove, Illinois 60515

## TERMS AND CONDITIONS

1. ALL TERMS ARE "2% 10 DAYS/NET 30 DAYS" UNLESS OTHERWISE NOTED HEREON. SELLER RESERVES THE RIGHT TO MAKE CORRECTIONS CAUSED BY TYPOGRAPHICAL, CLERICAL OR ENGINEERING ERRORS, OR INCOMPLETE INFORMATION FROM BUYER. NO ORDER IS PLACED IN PRODUCTION, OR ACCEPTED BY SELLER, UNTIL SELLER'S CREDIT DEPARTMENT HAS APPROVED BUYER'S PROVISIONS FOR PAYMENT. CREDIT APPROVAL ON ORDERS INVOLVING A PUBLIC OR GOVERNMENT ENTITY WILL REQUIRE, AT A MINIMUM, A FIRM CONTRACT BETWEEN THE PUBLIC OR GOVERNMENT ENTITY AND EITHER THE BUYER OR THE SELLER. IF BUYER OR PAYING ENTITY FAILS TO MAKE ANY PAYMENT IN ACCORDANCE WITH THE TERMS HEREOF, SELLER MAY, WITHOUT PRIOR NOTICE OF ANY KIND TO ANYONE, CANCEL THIS ORDER AS TO ANY UNDELIVERED ITEMS AND MAY, IN ADDITION TO ITS OTHER RIGHTS AND REMEDIES BUT NOT IN LIMITATION HEREOF, AT ITS OPTION, DEFER OR REFUSE SHIPMENTS OR DELIVERIES HEREUNDER (OR UNDER ANY OTHER CONTRACT WITH THE BUYER), EXCEPT UPON SELLER'S RECEIPT OF CASH BEFORE SHIPMENT OR SUCH SECURITY AS SELLER CONSIDERS SATISFACTORY.
2. UNLESS OTHERWISE SHOWN AS BEING INCLUDED IN THE PRICE, SUCH PRICE DOES NOT INCLUDE ANY ADDED EXPENSE RESULTING FROM ANY FREIGHT RATE INCREASE AND/OR ADDITIONAL EXPENSES RESULTING FROM COMPLIANCE WITH BUYER SHIPPING INSTRUCTIONS WHETHER OR NOT REFLECTED IN BUYER'S ORDER; ANY APPLICABLE MANUFACTURER'S SALES USE, VALUE ADDED OR SIMILAR TAXES; INSPECTION CHARGES INCIDENTAL TO INSPECTION BY OTHER THAN SELLER'S EMPLOYEES OR AGENTS, PERFORMED AT BUYER'S REQUEST; OR ANY OTHER CHARGES NOT OTHERWISE AGREED TO BY THE SELLER WHEN ACCEPTING THE ORDER. BUYER WILL BE INVOICED FOR ALL SUCH CHARGES. WHERE APPLICABLE BUYER'S SHIPPING INSTRUCTIONS SHALL IN NO EVENT WAIVE ANY TERM OR CONDITION HEREIN CONCERNING DELIVERY.
3. WHEN PRODUCTS ARE SOLD FOR TRUCK DELIVERY, CARRIERS SHALL MAKE DELIVERY ALONGSIDE TRENCH WHEN TRENCH IS ALONG PASSABLE HIGHWAYS, STREETS OR ALLEYS. WHAT SHALL BE CONSIDERED PASSABLE SHALL BE IN THE SOLE JUDGEMENT OF THE DRIVER OF THE TRUCK. BUYER SHALL BE RESPONSIBLE FOR UNLOADING THE PRODUCTS.
4. DELIVERIES SHALL BE CONSIDERED MADE WHEN THE PRODUCTS HEREUNDER, OR ANY PART THEREOF, ARE EITHER LOADED ON INLAND CARRIERS' EQUIPMENT AS EVIDENCED BY TRANSPORTATION RECEIPTS OR PLACED IN STORAGE, WHICHEVER SHALL BE EARLIER IN TIME. AT SUCH TIME, TITLE TO THE PRODUCTS AND ANY RISK OF LOSS SHALL PASS TO BUYER. SELLER SHALL NOT BE RESPONSIBLE FOR DELAY IN, OR FAILURE OF, DELIVERIES RESULTING FROM ANY CAUSE BEYOND SELLER'S CONTROL, INCLUDING WITHOUT LIMITATION FIRE; ACT OF GOD OR FORCE MAJEURE; RIOT, CIVIL DEMONSTRATIONS, INSURRECTION, ACT OR DECLARATION OF WAR, TERRORISM, OR NATIONAL OR LOCAL EMERGENCY; STRIKE OR LABOR DISPUTE; FREIGHT EMBARGO OR TRANSPORTATION DELAY; SHORTAGE OF LABOR; INABILITY TO SECURE FUEL, MATERIAL, SUPPLIES OR POWER AT CURRENT PRICES OR BECAUSE OF SHORTAGE THEREOF; DEMANDS EXCEEDING SELLER'S MANUFACTURING OR DELIVERY CAPACITY; OR ANY TREATY, COMPACT, AGREEMENT, LAW, ACT, ORDINANCE, ORDER, RULE OR REGULATION ISSUED OR AGREED TO BY ANY OFFICIAL OR GOVERNMENT ENTITY, DEPARTMENT, AGENCY OR COURT (LOCAL, STATE, FEDERAL OR FOREIGN) AFFECTING THE CONDUCT OF SELLER'S BUSINESS AND WITH WHICH SELLER IN ITS ABSOLUTE JUDGEMENT OR DISCRETION DEEMS IT ADVISABLE TO COMPLY WHETHER OR NOT IT MAY HAVE ANY LEGAL DUTY TO DO SO BUYER AGREES TO INSPECT, AT BUYER'S EXPENSE AND RISK, ALL PRODUCTS BEFORE ACCEPTANCE AND TO REFUSE ACCEPTANCE UNLESS ANY LOSS OR DAMAGE IN TRANSIT IS FULLY NOTED ON THE DELIVERY BILLS AND RECEIPTS. SELLER ASSUMES NO RESPONSIBILITY FOR DAMAGE TO, OR LOSS OF, PRODUCTS OCCURRING DURING SHIPMENT OR DELIVERY, AND BUYER AGREES TO MAKE ALL CLAIMS FOR ANY SUCH DAMAGE OR LOSS.
5. CANCELLATION OR CHANGE IN ANY ORDER BY BUYER SHALL NOT BE EFFECTIVE WITHOUT NOTICE RECEIVED, AGREED TO, AND CONFIRMED IN WRITING BY SELLER. IF SELLER IN ITS ABSOLUTE DISCRETION APPROVES BUYER'S CANCELLATION OF AN ORDER, BUYER AGREES TO PAY A REASONABLE CANCELLATION CHARGE. SELLER'S PRIOR WRITTEN CONSENT MUST BE OBTAINED BEFORE RETURNING ANY PRODUCTS.
6. SELLER EXPRESSLY EXCLUDES ALL WARRANTIES, GUARANTEES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, MATERIALS, WORKMANSHIP, DESIGN, FITNESS, AND SUITABILITY FOR A PARTICULAR, SPECIFIED OR INTENDED PURPOSE. IN LIEU OF ALL WARRANTIES, ANY PRODUCTS WHICH UPON SELLER'S DETERMINATION ARE DEFECTIVE DUE TO FAULTY MATERIAL OR WORKMANSHIP OR ARE OF SELLER'S DESIGN AND ARE UNSUITABLE FOR BUYER'S SPECIFIED OR ORDINARILY INTENDED USE, AS REASONABLY DETERMINED BY SELLER, WILL BE REPAIRED OR REPLACED, F.O.B. POINT OF ORIGIN, OR THE UNIT PURCHASE PRICE REFUNDED AT SELLER'S OPTION, PROVIDED THAT THE PRODUCTS SHALL HAVE BEEN PROGRESSIVELY FIELD TESTED DURING INSTALLATION AND ARE RETURNED (UPON SELLER'S WRITER CONSENT FIRST BEING GIVEN), OR THE SAME ARE INSPECTED AND REJECTED WITHIN A REASONABLE TIME, EXCEPT THAT AS TO PRODUCTS PURCHASED BY SELLER FROM OTHERS AND RESOLD TO BUYER OR INCORPORATED IN SELLER'S PRODUCTS, BUYER SHALL HAVE WHATEVER WARRANTY IS AVAILABLE FROM SELLER'S SUPPLIER WHICH SHALL BE BUYER'S SOLE RECOURSE. SELLER SHALL NOT BE LIABLE FOR ANY CLAIM WHETHER BASED ON CONTRACT OR TORT FOR BUYER'S LOSS OF PROFIT OR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGE OR LOSS, NOR FOR ANY COST INCURRED BY BUYER FOR ALTERATION, REPAIR OR WORK DONE ON THE PRODUCTS WITHOUT SELLER'S EXPRESS APPROVAL IN WRITING PRIOR TO ANY SUCH ALTERATION, REPAIR OR WORK. SELLER'S TOTAL LIABILITY HEREUNDER IN NO EVENT SHALL EXCEED THE UNIT PURCHASE PRICE OF THE MATERIALS SPECIFIED HEREIN THIS SHALL BE BUYER'S EXCLUSIVE REMEDY.
7. BUYER HEREBY INDEMNIFIES, AGREES TO HOLD HARMLESS AND DEFEND SELLER (INCLUDING ANY OF SELLER'S DIVISIONS, SUBSIDIARIES, OR AFFILIATES) FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS (FOUNDED OR UNFOUNDED), LOSSES, DAMAGES, COSTS AND EXPENSES FOR PERSONAL INJURY AND PROPERTY DAMAGE (INCLUDING WITHOUT LIMITATION, CONSEQUENTIAL DAMAGES; REASONABLE PROFESSIONAL FEES AND EXPENSES OF DEFENSE) ARISING OUT OF BUYER'S SPECIFICATION, DESIGN OR IMPROPER UNLOADING, HANDLING OR USE OF THE PRODUCT'S DESCRIBED HEREON; BUYER'S OMISSION OR NEGLIGENCE; BUYER'S INFRINGEMENT OF ANOTHER'S PROPERTY RIGHTS; OR BUYER'S MISAPPLICATION OF PROPRIETARY OR OTHER INFORMATION FURNISHED REGARDING SUCH PRODUCTS SOLD BY SELLER, WHETHER OR NOT THE PRODUCTS OR INFORMATION ORIGINATED WITH SELLER. SELLER SHALL HAVE THE RIGHT TO DEFEND ITSELF AND COMPROMISE ANY ACTION AGAINST IT WITHOUT IN ANY WAY AFFECTING ITS RIGHT TO INDEMNIFICATION HEREUNDER.
8. ANY ACTION BY BUYER UNDER, OR FOR BREACH OF, THIS AGREEMENT MUST BE COMMENCED WITHIN TWO (2) YEARS AFTER THE CAUSE OF ACTION HAS ACCRUED. WAIVER BY SELLER OF ANY DEFAULT HEREUNDER SHALL NOT BE DEEMED A WAIVER BY SELLER OF ANY OTHER OR SUBSEQUENT DEFAULT WHICH MAY THEREAFTER OCCUR.
9. BUYER'S ORDER IS ACCEPTED ON THE TERMS AND CONDITIONS STATED HEREIN AND SELLER'S ACCEPTANCE OF BUYER'S ORDER IS EXPRESSLY MADE CONDITIONAL UPON BUYER'S ASSENT TO SUCH TERMS AND CONDITIONS INCLUDING ANY OF SELLER'S TERMS AND CONDITIONS WHICH MAY BE ADDITIONAL TO OR DIFFERENT FROM TERMS AND CONDITIONS CONTAINED IN BUYER'S PURCHASE ORDER OR OTHERWISE. NO AGREEMENT OR UNDERSTANDING, ORAL OR WRITTEN, SHALL BE BINDING ON SELLER (WHETHER CONTAINED IN BUYER'S PURCHASE FORMS OR OTHERWISE), OTHER THAN SET FORTH HEREIN, IF SUCH SHALL IN ANY WAY MODIFY OR WAIVE THE TERMS OR CONDITIONS HEREIN, UNLESS HEREAFTER MADE IN WRITING AND SIGNED BY SELLER'S AUTHORIZED REPRESENTATIVE.
10. THE TERMS AND CONDITIONS SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS. THE RIGHTS AND OBLIGATIONS OF THE BUYER AND SELLER UNDER THIS AGREEMENT SHALL BE CONTROLLED BY THE LAWS OF THE STATE OF ILLINOIS.