

PPC PUTNAM PIPE CORP.
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Hopkinton, MA 01748
P: (508)435-3090
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WWW.PUTNAMPIPE.COM

**** APPLICATION FOR CREDIT ****

GENERAL BUSINESS INFORMATION:

NAME OF FIRM OR INDIVIDUAL		ADDRESS		
TOWN/CITY	STATE	ZIP	PHONE	FACSIMILE
CORPORATION _____	IF CORPORATION WITHIN LAST 12 MONTHS		YES _____	NO _____
PARTNERSHIP _____	INDIVIDUAL _____	FEDERAL ID OR S.S. # _____		
ESTIMATED REQUIREMENTS \$ _____		***E-MAIL ADDRESS _____		

NAME OF PRINCIPAL	SS#	DOB	HOME ADDRESS & PHONE
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BANK REFERENCE:

PRINCIPAL BANK DOING BUSINESS WITH: _____
 BRANCH: _____ ADDRESS: _____
 PHONE: _____ FACSIMILE: _____ CONTACT: _____
 CHECKING ACCOUNT #: _____ LOAN#: _____

TRADE REFERENCES IN THE WATER & SEWER INDUSTRY:

1. _____	BUSINESS NAME	ADDRESS	PHONE	FAX
2. _____				
3. _____				

CREDIT TERMS: NET 30 Days.. Payment in full within 30 days of invoice date. A 1 1/2% per month service charge will be added to all accounts due as per the terms herein.

CERTIFICATION: The undersigned certified that all information furnished within and provided orally in connection with the present applicaiton for credit, is true, correct, accurate and current; that the applicant requesting credit is not insolvent and is in good standing, and that; the Applicant and Undersigned agree to the terms and conditions set out below in the credit agreement section of this application.

The undersigned certified that (s)he has read all of the sections, terms and conditions provided herein and understands same, and that (s)he has been given sufficient opportunity to receive advice from counsel before signing below.

The undersigned hereby authorizes Putnam Pipe Corporation and or its duly appointed agent(s) to survey the credit references herein provided by the applicant for the purpose of verifying the accuracy of the credit information so provided.

 NAME (PRINTED)

 AUTHORIZED SIGNATURE

 TITLE

 COMPANY NAME

 DATE

***PLEASE TURN OVER FOR PAGE #2.**

Personal Guaranty

In consideration of the advancement of credit to the previously named corporation, trust or partnership which is applying for credit (hereinafter, the "applicant"), I, guarantor's name, the undersigned, having a financial interest in the applicant hereby personally guarantee payment of any and all obligations incurred by the applicant in connection with the said advancement of credit with Putnam Pipe Corp., and agree to personally pay same in the event that the applicant fails, neglects or for whatever reason is unable to pay same and authorize Putnam Pipe Corp. to bill and charge applicant directly until such time as I am released from said personal responsibility in writing from Putnam Pipe Corporation.

Signature

Date

Putnam Pipe Corporation- Terms & Conditions

1. All orders are subject to approval by Putnam Pipe Corp. (herein referred to as PPC).
2. Acceptance of orders, whether oral or written, is based on the express condition that the Applicant (herein referred to as Buyer) agrees to all of the terms and conditions contained herein. Acceptance of delivery by Buyer will constitute Buyer's assent to these terms and conditions. Modifying or otherwise changing the provisions stated herein shall not bind PPC unless made in writing and signed by an approved officer or other authorized person of PPC in Hopkinton, MA. No modification of any of these terms will be affected by PPC's shipment of goods following receipt of Buyer's purchase order, shipping request or similar forms containing printed terms and conditions conflicting or inconsistent with the terms herein.
3. All prices are F.O.B. shipping point unless otherwise specified, and are subject to adjustment, without notice, to PPC's prices in effect at the time of shipment. Any increase in transportation rates or routing resulting in an increase in transporting costs shall be paid and borne by Buyer. Prices quoted are firm for acceptance and placement of an order within 30 days of bid date and for shipment within 60 days from date of order.
4. Unless otherwise specified, terms are net 30 days. A service charge of 1 1/2% per month or the applicable maximum legal rate will be added to all past due accounts. Buyer agrees to pay all costs of collection, including but not limited to attorney's fees and court costs, should the indebtedness have to be collected by outside sources.
5. PPC reserves the right to require payment for any shipment hereunder in advance, or satisfactory security, if the financial responsibility of Buyer becomes unsatisfactory to PPC. If Buyer fails to make payment in accordance with the terms of this agreement, or fails to comply with any provision hereof, PPC may, at its option, (and in addition to other remedies) cancel any unshipped portion of this order, Buyer to remain liable for all unpaid accounts.
6. PPC shall not be liable for delays in shipment or default in delivery for any cause beyond PPC's reasonable control included but not limited to government action, shortage of labor, raw material, production or transportation facilities, labor difficulty involving employees of PPC or others, fire, flood or other casualty. In the event of delay in PPC's performance due in whole or in part to any cause beyond PPC's reasonable control. PPC shall have such additional time for performance as may be reasonably necessary under the circumstances. Acceptance by Buyer of any goods shall constitute a waiver by Buyer of any claim for damages on account of any delay in delivery of such goods.
7. Any claim by the Buyer against PPC for shortage or damage occurring prior to delivery must be made in writing within ten (10) days after receipt of shipment and accompanied by the original transportation bill signed by carrier noting that carrier received goods from PPC in the condition claimed.
8. PPC will use all reasonable efforts to comply with Buyer's requests as to method of shipment, but PPC reserves the right to use an alternate method of transportation or route of shipment if substantial delay might occur otherwise. In such cases PPC will notify Buyer of such changes as soon as reasonably possible.
9. Delivery by truck will be made to nearest points reasonably accessible as determined by driver. Buyer will furnish and pay for necessary labor to unload and store goods. Buyer shall note loss or damage on truck shipments upon delivery ticket returned to PPC.
10. All taxes and excises of any nature whatsoever, now or hereafter levied by governmental authority upon the sale or transportation of any goods covered hereby, shall be paid and borne by the Buyer.
11. Goods manufactured and warranted by others shall be subject only to the warranties of the manufacturers of said material. THE FOREGOING WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES NOT EXPRESSLY SET FORTH HEREIN WHETHER EXPRESSED OR IMPLIED BY OPERATION OF LAW OR OTHERWISE, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR MERCHANT ABILITY OR FITNESS. PPC shall not be liable for incidental or consequential losses, damages or expenses, directly or indirectly arising from the sale, handling or use of goods, or from any other cause relating thereto, and PPC's liability hereunder in any case is expressly limited to the replacement (in the form originally shipped) of goods not complying with this agreement, or at PPC's election, to the repayment of, or crediting Buyer with, an amount equal to the purchase price of said goods whether such claims are for breach of warranty or negligence. Any claim by Buyer with reference to the goods sold hereunder for any cause shall be deemed waived by Buyer unless submitted to PPC in writing within thirty (30) days from the date Buyer discovered, or should have discovered, any claimed breach.
12. This agreement cannot be terminated; any goods cannot be returned, without PPC's prior written consent.
13. Waiver by PPC of any breach of these terms and conditions shall not be constituted as a waiver of any other breach, and failure to exercise any right arising from any default hereunder shall not be deemed a waiver of such right which may be exercised at any subsequent time.
14. This agreement and all rights and obligations hereunder, including matters of construction, validity and performance, shall hereunder be governed by the laws of the state of Massachusetts, including the Uniform Commercial Code. Any claim by Buyer arising which cannot be amicably resolved, shall be tried in the appropriate state or federal court. Any claim by PPC arising hereunder shall be filed in the appropriate state or federal court, to the jurisdiction of which Buyer submits.