

SEWER BUILDERS SUPPLIES, INC.

9001 S. GREEN ST. CHICAGO, IL 60620 PH: (773) 873-1560 FAX: (773) 873-9767

SEWER, WATER, MASONRY & PRECAST CONCRETE PRODUCTS

www.chicagopipe.com

CREDIT APPLICATION

(PLEASE PRINT OR TYPE)

ACCOUNT NAME: _____ (BUYER) YR STARTED: _____
ADDRESS: _____ NO. OF EMPLOYEES: _____
CITY: _____ TELEPHONE: _____
STATE: _____ ZIP-CODE: _____ FAX: _____
WEB SITE: _____ E-MAIL ADDRESS: _____
APPROXIMATE TOTAL ANNUAL SALES FOR YOUR COMPANY: _____

PREFERRED MEANS OF RECEIVING STATEMENTS/INVOICES: MAIL FAX E-MAIL

CORPORATION PARTNERSHIP PROPRIETORSHIP LLC IF CORP.: YR OF INC.: _____
CORPORATE REGISTERED AGENT: _____ STATE OF INC.: _____
AGENT'S ADDRESS: _____

OWNER(s), PARTNERS OR CORPORATE OFFICERS:

NAME	TITLE	HOME PHONE	SOCIAL SEC. NO.

MAJOR MATERIAL SUPPLIER REFERENCES:

NAME	ADDRESS	PHONE NUMBER	FAX NUMBER

BANK: _____ TELEPHONE: _____
ADDRESS: _____ OFFICER: _____
CITY, STATE: _____ ACCOUNT NO.: _____

LIST ANY SPECIAL PURCHASE REQUIREMENTS (Purchase Orders, no tools, restricted employees, etc.):

Check all categories, which describe your operation:

Plumbing Contractor Sewer & Water Contractor Retail Dealer Wholesale Distributor
 Governmental Agency School or Church General Contractor Other _____

Construction Type: New Residential Commercial/Industrial Road Construction Remodeling/Repair

Tax Status: Purchases for Resale Exempt Organization Tax I.D. No.: _____

Credit Limit You Are Requesting: _____

ALL THREE PAGES MUST BE COMPLETED!

**STANDARD TERMS & CONDITIONS OF SALE
OF SEWER BUILDERS SUPPLIES, INC. (SELLER)**

TERMS: Upon approved credit, BUYER agrees to payment no later than 30 days from invoice date. NO CASH DISCOUNT ALLOWED. NO RETAINAGE ALLOWED. A FINANCE CHARGE of .8333% per month (10% ANNUAL RATE) will be added to all past due balances. All prices are F.O.B. point of shipment unless otherwise stated. BUYER agrees to pay all costs of collection including but not limited to reasonable attorney's fees, court costs or collection agency fees should the indebtedness be turned over to outside sources for collection.

CLAIMS: CLAIMS FOR BREAKAGE, SHORTAGE OR NON-CONFORMITY TO SPECIFICATIONS WILL NOT BE ALLOWED UNLESS NOTED AT TIME OF DELIVERY on trucker's shipping ticket or breakage ticket. Broken or rejected products must be returned on the same truck that delivered them. No credit for breakage or shortage will be allowed after driver leaves delivery address. BUYER ASSUMES COMPLETE RESPONSIBILITY FOR INSPECTION OF MATERIAL AT TIME OF DELIVERY.

PRICES & QUOTATIONS: PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE. Quotations automatically expire 30 days after issue date. Unit prices of actual material delivered always applies. We do not issue lump-sum quotations for any project. It is Buyer's responsibility to review, check & verify all items and quantities in any sales order or quotation for suitability, conformity to specifications and job requirements. Invoice prices will be net, reflecting any applicable discount. Prices in effect at the time of shipment will apply. All catalogs, price lists or other literature describing our products shall NOT be construed as offers to sell same. All orders are subject to acceptance by an officer of SELLER.

TAXES: All applicable sales or other taxes and excises of any nature whatsoever imposed by any governmental authority shall be paid and borne by BUYER.

RETURNS: Prior written authorization must be obtained before any material is returned. Special orders, non-stock items, Mortar Colors and Powdered or Bagged Materials are NOT RETURNABLE. All returned merchandise must be in new, original, and re-saleable condition with original packaging and accessories. All returns are subject to a 15% HANDLING CHARGE, to cover restocking, plus original delivery costs, plus any applicable cartage, trucking or freight charges and/or additional Manufacturer's return or restocking charges.

DELIVERY: All prices are NET, F.O.B. shipping point with freight paid and/or allowed when indicated. Seller will make every effort to complete shipment as required by BUYER but assumes no liability for loss or damage due to delay or inability to ship or for any cause including those causes in control of the SELLER. SELLER assumes no liability for any damages of any kind including damages to property or to the products being delivered when BUYER requests delivery inside the curb or off of paved public streets or highways. Delivery will only be made to "passable" positions. What is considered "passable" shall be the sole judgement of the driver of the delivery truck.

WARRANTY: ALL GOODS SOLD BY SELLER ARE WARRANTED TO BE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP, TO THE EXTENT, IN THE MANNER AND DURING THE PERIOD PROVIDED IN THE APPLICABLE EXPRESS WARRANTY EXTENDED TO SELLER BY THE MANUFACTURER OF SUCH GOODS, AND TO THE EXTENT SELLER IS ABLE TO ASSIGN TO BUYER SUCH MANUFACTURER'S WARRANTY. Seller shall provide a copy of the express warranty extended by the manufacturer of any item purchased hereunder upon written request. THE FORGOING WARRANTY IS IN LIEU OF AND EXCLUDES ANY OTHER WARRANTY NOT EXPRESSLY SET FORTH HEREIN. SELLER EXPRESSLY EXCLUDES ALL WARRANTIES, GUARANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER'S SOLE AND ONLY LIABILITY FOR DEFECTS OR FOR ANY OTHER CAUSE IS LIMITED TO REFUNDING PURCHASE PRICE OF PRODUCT F.O.B. SHIPPING POINT. SELLER GIVES NO OTHER WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED. SELLER EXPRESSLY DENIES ANY LIABILITY FOR LABOR, INSTALLATION OR REMOVAL OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL COSTS OR DAMAGES. BUYER agrees to follow all applicable A.S.T.M. Standards and Specifications, code requirements and manufacturer's recommendations in the installation of any product.

CONTROLLING PROVISIONS: All quotations, sales orders, invoices and/or contracts between BUYER and SELLER are subject to the terms and conditions of sale stated herein. Notwithstanding any additional or different terms contained in BUYER'S Purchase Order or any other documents supplied by BUYER, all sales are expressly conditioned by BUYER'S agreement to the Terms and Conditions herein only. No other agreement or understanding, oral or written, shall be binding on SELLER unless hereafter made in writing and signed by an authorized corporate officer of SELLER. Waiver of any breach of this contract shall not be construed as a waiver of any other breach.

ORDER ACCEPTANCE: All orders are subject to acceptance by SEWER BUILDERS SUPPLIES, INC. (SELLER) at it's offices.

Buyer Signature: _____ Title: _____ Date: _____

Account Name: _____

AGREEMENT: I (we) certify that the above account name or named company is not insolvent and if a corporation it is in good standing and that the named account is able to meet it's financial commitments. I (we) certify that I (we) have the legal authority to enter into this agreement. I (we) agree to pay Sewer Builders Supplies, Inc.'s invoices according to their terms. I (we) hereby certify that the information on all pages of this credit application are correct. I (we) hereby authorize any bank or trade reference listed in this application to release any information necessary to assist Sewer Builders Supplies, Inc. in establishing our line of credit. In the event our account with Sewer Builders Supplies, Inc. is not paid according to the terms set forth on Sewer Builders Supplies, Inc.'s invoices, I (we) agree to pay a SERVICE CHARGE or FINANCE CHARGE of .8333% per month (10% ANNUAL RATE) on the past due balance. If it becomes necessary for Sewer Builders Supplies, Inc. to seek outside collection of this account I (we) agree to pay all collection charges (including attorney fees, lien costs and court costs) incurred by Sewer Builders Supplies, Inc. I (we) agree that all verbal or written purchase orders, contracts, sales orders, quotations & invoices are subject to the Standard Terms and Conditions of Sale of Sewer Builders Supplies, Inc. stated herein.

DATE: _____ SIGNATURE: _____ TITLE: _____

(Must be signed for by authorized _____ TITLE: _____
Corporate officer, at least two
Partners if partnership or by owner) _____ TITLE: _____

To: SEWER BUILDERS SUPPLIES, INC. (IT'S SUCCESSORS AND ASSIGNS)

In consideration of the extension of credit granted by Sewer Builders Supplies, Inc. to

(Name of Account): _____ I hereby personally, individually and unconditionally guarantee payment of whatever amount which at anytime shall be owed to Sewer Builders Supplies, Inc. on account of goods or services purchased, together with all costs, expenses and fees at any time paid or incurred in endeavoring to collect all or part of such indebtedness including reasonable attorney's fees and court costs whether subject indebtedness incurred before or after date hereof. This is a continuing guarantee relating to any indebtedness, including that arising under successive transactions which shall continue the indebtedness or from time to time renew it after it has been satisfied, and this guarantee shall be perpetual as to any indebtedness incurred before written notice is received by Sewer Builders Supplies, Inc. that I am unwilling to guarantee any additional indebtedness on this account. I agree to all provisions of the Terms and Conditions of Sale of Sewer Builders Supplies, Inc. stated herein.

As Guarantor, I hereby waive notice as to the amount of the balance of the account and further understand that a FINANCE CHARGE of .8333% per month (10% ANNUAL RATE) will be added to any outstanding balance 30 days past due or more.

DATE: _____ GUARANTOR SIGNATURE: _____

If account is a Corporation, LLC or Partnership: Guarantor's relationship to Corp. (Title): _____

If you have any questions regarding this application please call: Telephone: 773-873-1560 - Fax: 773-873-9767

PLEASE FAX TO 773-873-9767 THEN MAIL SIGNED ORIGINAL TO: 9001 S. Green St. Chicago, IL 60620