



ACCOUNT APPLICATION & AGREEMENT

Legal Name of Business ("Customer"): _____

Date Founded: ____/____/____ Organization Type: _____ Fed ID#: _____

SS# if sole proprietorship: _____ (Canada Only) GST#: _____ (Canada Only) PST#: _____

Does Customer have a current valid Resale Certificate (if so please attach copy): YES NO

Bill To Address: _____

City: _____ County: _____ State: _____ Zip: _____

Ship To Address: _____

City: _____ County: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ Cell: _____ Email: _____

Accounts Payable Contact Name: _____

Phone: _____ Email (where invoices should be sent): _____

Ok to send invoices, statements & notices by email? YES NO

Bank Name: _____

Bank Address: _____

City: _____ State: _____ Zip: _____

Bank Officer: _____ Bank Account #: _____

Ownership Information

Owner's Name: _____ Percentage ownership: _____

Home Address: _____

City: _____ County: _____ State: _____ Zip: _____

SS#: _____ Phone: _____ Email: _____

If requesting credit, please provide 2 commercial references:

Reference 1 Name: _____

Reference 1 City/State: _____ Phone: _____

Reference 1 Account #: _____

Reference 2 Name: _____

Reference 2 City/State: _____ Phone: _____

Reference 2 Account #: _____

Customer's estimated monthly credit need from USPTM is: \$ _____

Customer/Owner hereby authorize all trade references listed above and all credit agencies to release information about the Customer/Owner to US Premier Tube Mills LLC ("USPTM") to evaluate Customer's/Owner's finances, business and creditworthiness. If credit is granted to the Customer by USTPM, payment is due by Customer in the timeframe indicated in each invoice. Customer agrees to remit payment for all balances when due to the address indicated in USPTM's invoice. All returned checks or other past due balances are subject to a service charge which shall accrue at 1.5% per month and a charge back may be applied for any payment discount given on the sale. Should any action be required to collect balances past due, USPTM shall be entitled to recover its collection costs, including but not limited to court costs and reasonable attorneys' fees.

Customer/Owner acknowledge that they have received and reviewed a copy of USPTM's Terms of Sale ("Terms"). Customer/Owner agrees that as a condition of Customer receiving credit from USPTM or doing business with USPTM that Customer/Owner shall be bound by the Terms (which are hereby incorporated by reference) and the Terms shall apply to all sales made by USPTM to Customer. The Terms may be modified by USPTM from time to time in the future, and the modified Terms shall be posted by USPTM on its website (www.usptmills.com). To the extent that Customer places any orders after the effective date of the modified Terms, Customer/Owner shall be deemed to have accepted and agreed to be bound by the Terms as modified. These Terms comprise the entire agreement between the parties and may not be modified by any oral statement or email statement by any USPTM staff. USPTM's Terms prevails over all of Customer's terms and conditions of purchase regardless of whether or when Customer has submitted its purchase order or such other terms. Fulfillment of Customer's order does not constitute acceptance of any of Customer's terms and conditions and does not serve to modify or amend these Terms. To be effective, any modification of the Terms needs to be in a written agreement signed by Customer and an officer of USPTM. These Terms contain provisions on jury waiver, limitations of liability, indemnification and other important matters, so Customers should review the Terms carefully and consult with an attorney as needed.

Customer/Owner each represents and warrants that it is solvent, able to pay its debts as they become due, and has not presently or in the past filed any petition in bankruptcy or for reorganization under any bankruptcy law and the information provided herein is true and accurate.

AGREED and signed by authorized representative of Customer

AGREED and signed by Owner

Print Name

Print Name

Title

Date

Date



TERMS OF SALE

1. **CREDIT.** To apply to establish a line of credit, Customer must contact the credit department of US Premier Tube Mills LLC (“USPTM” or “Supplier”) for further details and complete the application process.
2. **PAYMENT.** Payments for orders are due by Customer in the timeframe indicated in the invoice issued by USPTM. Credit is granted at the sole discretion of USPTM, and may be withdrawn or re-evaluated from time to time by USPTM at its sole discretion. COD and credit card transactions are not eligible for payment discounts. Sales on credit and payment discounts will not be allowed when account reflects a past due balance or payment has not been made in accordance with these Terms of Sale (“Terms”). Unearned payment discounts will be charged back as shown on invoices.
3. **EMAIL CONSENT.** If Customer provides consent to receive invoices, statements and notices (“Documents”) by email, Customer agrees to provide Supplier with a valid email address to receive Documents, and further agrees that it will be Customer’s sole responsibility to keep its email account secure and accessible only by authorized persons, and to keep USPTM timely informed of any necessary changes to its email address. Customer agrees to defend, hold harmless, and indemnify USPTM from any claims, expenses, or liabilities related to USPTM’s transmission of Documents to the email address provided by Customer to USPTM. Customer agrees that to the fullest extent permissible by law this email service is provided “as is”, and that all warranties of any kind, express or implied, are hereby disclaimed, including without limitation implied warranties of merchantability, fitness for particular purpose, non-infringement. Customer assumes all risks of use of its email system. USPTM does not warrant that this service will be uninterrupted, virus-free or error-free.
4. **SERVICE CHARGE & RETURNED CHECKS.** For checks returned due to insufficient funds, a \$30.00 charge (or the maximum charge permitted by law) will be assessed for each check returned. If a payment discount was applied to the transaction, this discount will be disallowed and charged back. All past due balances are subject to service charge of 1 1/2% per month (18% annual), or the maximum permitted by law, whichever is less. Should an action be brought to collect any balances past due or enforce any of the other provisions in these Terms, USPTM shall be entitled to recover its court costs and reasonable attorneys’ fees from Customer.
5. **TAXES.** All local, state, and federal sales, use, excise or other taxes applicable to the materials sold to Customer shall be borne by Customer. To the extent that any additional applicable taxes, license fees, inspection fees, environmental fees or other charges are imposed by any governmental or regulatory authority or agency on any materials sold hereunder, or levied on the production, manufacture, transportation, sale, delivery or otherwise levied on materials sold or delivered, or other handling of materials sold under these Terms to Customer, Customer shall reimburse Supplier for such additional taxes, fees and charges. Failure of Supplier to add any such tax, fee or charge to the invoice for the product sale shall not relieve Customer from liability therefore and Customer pay such tax, fee or charge when invoiced by the Supplier, even if invoiced separately. In addition to the taxes, fee or charge, Customer shall reimburse Supplier for any interest and/or penalty assessed by any governmental or regulatory authority or agency when the penalty and/or interest is assessed as the result of false, incorrect or delinquent certification(s) made by Customer to Supplier.
6. **WARRANTY; DISCLAIMER; LIMITATION OF LIABILITIES.** USPTM’s warranty is available upon request or at USPTM’s website (www.usptmills.com). THERE ARE NO WARRANTIES OR CONDITIONS, INCLUDING BUT NOT LIMITED TO WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, EXPRESS OR IMPLIED, BEYOND THE PROVISIONS OF SUPPLIER’S EXPRESS WRITTEN WARRANTY. REGARDLESS OF WHETHER A CLAIM IS MADE BASED ON BREACH OF CONTRACT, STRICT LIABILITY OR OTHERWISE, IN NO EVENT SHALL SUPPLIER BE LIABLE FOR ANY DAMAGES WITH RESPECT TO, ARISING OUT OF, OR IN CONNECTION WITH, THE MATERIALS SOLD TO CUSTOMER IN EXCESS OF THE PRICE FOR SUCH MATERIALS AND IN NO EVENT SHALL SUPPLIER BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR ECONOMIC LOSS, REPLACEMENT COSTS, HANDLING, INSTALLATION OR LABOR IN MAKING SUCH REPLACEMENT OR REPAIR, OR ANY OTHER SPECIAL OR INDIRECT LOSS, OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO EXPENSES INCURRED IN INSPECTION, RECEIPT, TRANSPORTATION, STORAGE, CARE OR CUSTODY OR EXPENSES INCURRED IN CONNECTION WITH EFFECTING COVER.
7. **RMA AND MISCELLANEOUS CHARGES.** Prior authorization must be obtained before return of materials sold hereunder. A 15% handling charge will be assessed on all materials sold hereunder and returned for Customer’s convenience. A minimum order charge, and other handling charges may apply to transactions as itemized in the relevant invoice.
8. **INSPECTION, CLAIMS AND DELIVERY INDEMNIFICATION.** Customer shall inspect all materials for shortage, damage, or non-conformity immediately upon receipt. All claims must be submitted by Customer to Supplier in writing within three (3) days of receipt of materials. Customer warrants and stipulates that any person signing a delivery ticket or BOL on behalf of the Customer is, in fact, an employee or other agent so designated and authorized for that purpose by Customer. For materials sold to Customer on a delivered basis and where Customer requests delivery at a specified date, Supplier shall utilize reasonable efforts to accommodate Customer’s request. However, Supplier generally utilizes third party carriers to deliver materials and there may be delays due to traffic congestion, weather and other causes beyond Supplier’s control and therefore Supplier does not guarantee that deliveries will be made at specified times/dates and Supplier shall not be responsible for any damage or claim by Customer on account of a late or delayed delivery of any materials. Customer must be available to receive

the Products on its scheduled delivery date and scheduled delivery location. Redelivery charges may apply if any shipment is unable to be delivered on the scheduled delivery date or original delivery location due to Customer's unavailability or other act or omission by Customer. Regardless of the mode of transport or delivery, risk of loss and title for the materials shall pass to Customer when materials leave Supplier's warehouse. In cases where materials are transported by common carrier, claims for shortage or damaged materials must be made by Customer directly to the common carrier unless Customer can prove that materials were damaged or shorted prior to receipt by common carrier. Supplier is not responsible for any damages or liability in connection with the delivery or transport of the materials, whether or not caused by the common carrier, Customer or third party, and Customer shall indemnify, defend and hold Supplier harmless from any claims, damages, and losses arising from the delivery and/or transport of the materials. Any claims for liability related to the delivery of materials by common carrier should be directed towards the common carrier.

9. QUOTATIONS. Quotations are based on the Customer's list of materials. When plans are submitted, Supplier may assist, but does not assume any responsibility for Customer's list of materials. Customer assumes all responsibility for the accuracy, acceptance, and compliance with any plans or specifications for all materials sold hereunder, and Supplier assumes no responsibility for same. Materials sold by Supplier are not sold to any standard specification or origin unless reference to such standard specification is written in Supplier's quotation. Valid quotations must be obtained in writing, and are subject to availability and change in price unless such written quotation states otherwise. Verbal quotations will not be honored.

10. INSTALLATION, HANDLING AND USE INDEMNIFICATION. Supplier is not responsible for the handling, use or installation of materials sold to Customer. Customer shall indemnify, defend and holds Supplier harmless from all claims, damages and losses (including attorneys' fees on a full indemnity basis) arising from or related to the handling, installation or use of materials sold to Customer.

11. FORCE MAJEURE. Supplier shall not be liable in damages or otherwise for any failure or delay in performance on any obligations hereunder, where such failure or delay is caused an event of force majeure, which shall be deemed as any event, occurrence or circumstance reasonably beyond Supplier's control, including without prejudice to the generality of the foregoing, failure or delay caused by or resulting from acts of god, strikes, labor disputes, fires, floods, wars, riots, destruction or unavailability of materials or components, delays of carriers or suppliers, embargoes, accidents and restrictions imposed by any governmental authority (including but not limited to allocations, priorities, requisitions, quotas and price controls).

12. JURY WAIVER AND GOVERNING LAW. These Terms shall be governed by and construed pursuant to the laws of the State of Indiana without giving effect to any principles of conflict of laws. CUSTOMER AND SUPPLIER HEREBY KNOWINGLY AND INTENTIONALLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THESE TERMS OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON BREACH OF CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY).

13. VENUE - All collections actions by Supplier against Customer or Customer's guarantor arising from Customer's failure to pay for materials and related charges ("Collections Actions") may be submitted to the State or Federal courts located in Madison County, Indiana or the counties adjacent to Madison County. If the Collections Action is so submitted to the State or Federal courts located in such counties, Supplier and Customer waives any right it may have to assert the doctrine of forum non conveniens or to otherwise object to venue with regard to the Collections Actions so brought in such counties and Supplier and Customer agrees that the State and Federal courts located in such counties shall have in personam jurisdiction over each party for the purposes of litigating the Collections Actions.

14. MISCELLANEOUS. (a) Every purchase of materials, including all quotations, orders and invoices, shall be governed by and be deemed to include the provisions of these Terms. In the event of any inconsistency between these Terms and a quotation, order or invoice, these Terms shall prevail, unless otherwise agreed to by the parties in a written agreement executed by the Customer and an officer of USPTM. These Terms represent the entire agreement between the parties concerning the matters addressed in these Terms and all oral discussions/ representations/agreements and prior agreements are merged herein. Notwithstanding the foregoing, these Terms shall not serve to supersede, void or otherwise reduce any obligations of the Customer or Customer's guarantor under any written credit application, promissory note, guaranty, security agreement, or other written agreement duly executed. (b) The remedies reserved herein shall be cumulative and in addition to any other remedies provided in law or equity. (c) Customer may not assign its rights and obligations under these Terms except with the written consent of USPTM. (d) To be binding and effective, any waiver of any rights by USPTM must be in a writing executed by an officer of USPTM. No waiver of breach of any provision of these Terms shall constitute a waiver of any other breach. Any delay or failure by either party to enforce any provision of these Terms shall not constitute a waiver of the provisions or prejudice the right of either party to enforce the provision at any subsequent time. (e) If any provision of these Term is or becomes void or unenforceable by force or operation of law, the other provisions shall remain valid and enforceable and the unenforceable provision shall be modified to the minimum extent necessary to make such provision valid and enforceable, in keeping with the intent and spirit behind such provision. (f) These Terms may be modified by USPTM from time to time in the future. If the Terms are modified by USPTM, the modified Terms will be posted by USPTM on its website. To the extent that Customer places any orders after the effective date of the modified Terms, Customer shall be deemed to have accepted and agreed to be bound by the Terms as modified. It is hereby understood that these Terms may not be modified by any oral statement or representation by any USPTM staff. (g) USPTM's Terms prevails over all of Customer's terms and conditions of purchase regardless of whether or when Customer has submitted its purchase order or such terms. Fulfillment of Customer's order does not constitute acceptance of any of Customer's terms and conditions and does not serve to modify or amend these Terms. Sale of materials by USPTM to Customer is based only on these Terms and any proposal by Customer to add additional provisions is hereby rejected, unless modification of the Terms is agreed to in a written agreement signed by Customer and an officer of USPTM.