



# PACIFIC CORRUGATED PIPE CO.

## MASTER CUSTOMER APPLICATION AND AGREEMENT FOR CREDIT

- |   |   |   |  |
|---|---|---|--|
| <input type="checkbox"/> 13680 Slover Avenue<br>Fontana, CA 92337<br>(909) 829-4235<br>(800) 338-5858<br>(909) 829-8035 Fax | <input type="checkbox"/> 8110 37 <sup>th</sup> Street<br>Sacramento, CA 95824<br>(916) 383-4891<br>(800) 852-7272<br>(916) 383-5420 Fax | <input type="checkbox"/> 89822 Highway 99 North<br>Eugene, OR 97402<br>(541) 461-0990<br>(800) 528-8815<br>(541) 461-0993 Fax | <input type="checkbox"/> 3307 West Highway 84<br>Casa Grande, AZ 85193<br>(520) 426-6000<br>(800) 822-1770<br>(520) 426-1209 Fax |
|---|---|---|--|

The following information is provided to enable WE Hall Company, Inc. and/or Pacific Corrugated Pipe Company ("PACIFIC CORRUGATED PIPE CO." or "Seller") to make an informed decision concerning the extension of business credit to the undersigned and the establishment of an account whereby materials may be purchased on credit from time to time at the discretion of PACIFIC CORRUGATED PIPE CO.

BUSINESS NAME \_\_\_\_\_ ("Buyer")

BILLING ADDRESS \_\_\_\_\_

PHYSICAL ADDRESS \_\_\_\_\_

PHONE NUMBER ( ) - \_\_\_\_\_ FAX NUMBER ( ) - \_\_\_\_\_

EMPLOYER IDENTIFICATION NO. \_\_\_\_\_ CONTRACTOR'S LICENSE NO. \_\_\_\_\_

DRIVER'S LICENSE NO. (include copy) \_\_\_\_\_ PURCHASE ORDER(S) REQUIRED:  Yes  No

RESALE TAX NO. (if any) \_\_\_\_\_

*In order to qualify for transactions excluding tax, a Resale Certification must be submitted with this application.*

BUSINESS FORM:  Corporation  Public Agency  Partnership  Individual

DATE ESTABLISHED \_\_\_\_\_ YEARS UNDER PRESENT MANAGEMENT OR OWNERS \_\_\_\_\_

BUYER HAS PARENT COMPANY:  Yes  No IF YES, NAME OF PARENT \_\_\_\_\_

PHYSICAL ADDRESS OF PARENT \_\_\_\_\_

CHECK BOX IF BUYER HAS MULTIPLE FACILITIES AUTHORIZED TO PURCHASE UNDER THIS AGREEMENT:

*If checked, any Existing Customer - Location Credit Authorization forms on file executed by representative(s) of Buyer are incorporated into this Agreement.*

BUYER'S PRINCIPAL BUSINESS ACTIVITY \_\_\_\_\_

PRINCIPALS/OWNERS/OFFICERS	TITLE	HOME ADDRESS	HOME PHONE

HAVE YOU EVER DECLARED BANKRUPTCY?  Yes  No AMOUNT OF CREDIT REQUESTED \_\_\_\_\_

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BANK INFORMATION REQUEST AND AUTHORIZATION

WE Hall Company, Inc. and/or Pacific Corrugated Pipe Co. has been authorized by the customer listed below to receive information regarding their account. Please provide the following information:

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

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

COMPANY PHONE NUMBER \_\_\_\_\_

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

BANK ACCOUNT NUMBER \_\_\_\_\_

BANK ADDRESS \_\_\_\_\_

BANK PHONE NUMBER \_\_\_\_\_

BANK FAX NUMBER \_\_\_\_\_

CONTACT AT BANK (if applicable) \_\_\_\_\_

OTHER NAMES ASSOCIATED WITH ACCOUNT (if applicable) \_\_\_\_\_

THIS INFORMATION REQUEST IS HEREBY AUTHORIZED BY:

\_\_\_\_\_  
SIGNATURE OF COMPANY REPRESENTATIVE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
NAME (Please Print)

\_\_\_\_\_  
TITLE

<u>This Section to be Filled Out by Bank Representative and Faxed Back or Completed by Pacific Corrugated Pipe Co.</u>	
Valid Account Number? <input type="checkbox"/> Yes <input type="checkbox"/> No	Date Account Opened _____
Average Balance _____	High Balance _____
Credit Rating _____	NSF Debits (Charges)? <input type="checkbox"/> Yes <input type="checkbox"/> No
Other Pertinent Information _____	
_____	
_____	

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TRADE REFERENCES:

Name \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_  
State \_\_\_\_\_ Zip Code \_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_

Name \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_  
State \_\_\_\_\_ Zip Code \_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_

Name \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_  
State \_\_\_\_\_ Zip Code \_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_

Name \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_  
State \_\_\_\_\_ Zip Code \_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_

I certify that the information submitted in this application is true, complete and accurate and authorize PACIFIC CORRUGATED PIPE CO. to verify all information.

I acknowledge that I have read and have authority to commit the business named above to the Terms and Conditions of Sale appearing on pages 4 and 5, that the same shall apply to govern all sales by PACIFIC CORRUGATED PIPE CO. to the undersigned and acknowledge receipt of a copy of this document, including the Terms and Conditions of Sale.

This form and agreement may only be signed by a person authorized to bind and obligate the business named, whether a corporation or otherwise, to the terms and provisions herein. The person who has signed this form and agreement represents that he or she is duly and legally authorized to bind and obligate the business named to the referenced terms and conditions.

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PACIFIC CORRUGATED PIPE CO.

BUYER'S BUSINESS NAME

By: \_\_\_\_\_

AUTHORIZED REPRESENTATIVE SIGNATURE

Title : \_\_\_\_\_

AUTHORIZED REPRESENTATIVE NAME

AUTHORIZED REPRESENTATIVE TITLE      DATE

PERSONAL GUARANTY

I (we), the undersigned, hereby agree, in exchange for granting of credit to Buyer as set forth in this application, to absolutely and unconditionally guaranty payment of all credit transactions and obligations incurred by Buyer, pursuant to the above agreement. If Buyer fails to pay as agreed pr upon demand, I (we) will pay the unpaid balance, without demand or notice to PACIFIC CORRUGATED PIPE CO., as well as a reasonable attorney's fee in the event PACIFIC CORRUGATED PIPE CO., places this matter in the hands of an attorney for collection. It is understood that this guaranty shall be a continuing and irrevocable guaranty and indemnity for the indebtedness of Buyer, and shall cover without notice of approval the renewal of any claims guaranteed by this instrument, the extensions of time of payment thereof, and the extension of credit above the amount initially requested by Buyer. Prior to execution of this guaranty, I (we) have had a reasonable opportunity to review the Master Customer Application and Agreement for Credit set forth herein and I (we) agree to be bound personally.

Signature \_\_\_\_\_  
Name \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_  
Name \_\_\_\_\_ Date \_\_\_\_\_

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## TERMS AND CONDITIONS

1. **Governing Terms.** Sales are made subject only to the terms and conditions stated herein. If Buyer orders materials by means of Buyer's purchase order, or if Buyer has confirmed or acknowledged an order for materials by means of writing, terms in any such purchase order, acknowledgment, confirmation, or other writing relating to the materials in addition to, or different from, these terms and conditions of sale shall not be effective for any purpose. Seller's terms and conditions of sale shall not be deemed a material alternation of any order, acknowledgment, confirmation, or other writing originating with Buyer relating to the materials. No modification of Seller's terms and conditions of sale as stated herein shall be made except by a writing signed by both Buyer and Seller. This application and agreement for credit together with Seller's terms and conditions, in their entirety, shall constitute the sole and entire agreement of sale.
2. **Prices.** Prices quoted or shown on a written quotation contemplate the delivery of all materials within 30 days from the date quoted. Materials not delivered within the 30 day period, regardless of the reason for nondelivery, shall be priced by Seller in accordance with price schedules or pricing practices in effect at the date of shipment. Prices quoted or shown on any proposal or quote contemplate purchase of all line items and purchase of plus or minus 10% of the quantity shown on each line item by Buyer. Should one or more line items not be purchased by Buyer or should the order quantity of any line item vary by more than 10% (plus or minus) of the quantity shown, regardless of the reason, Seller may modify the prices of all line items in accordance with price schedules or pricing practices in effect at the date of shipment. Prices do not include any taxes applicable to the sale, transfer, or transportation of materials unless otherwise specified. All applicable taxes now or hereafter in effect shall be added as an additional cost paid by Buyer.
3. **Payment.** Buyer shall pay for all materials no later than 30 days from date of invoice. Seller shall have the sole right to determine the application of payments made by Buyer. Failure of Buyer to pay any indebtedness owed to Seller when due shall give Seller the right to do any or all of the following without prior notice to Buyer: declare all amounts owed by Buyer immediately due and payable; defer, retain or cancel shipments under any order; recover all damages from Buyer's default; require payment in advance; and to take immediate possession of materials delivered wherever located for which payment has not been made. The rights and remedies given to Seller herein are cumulative to all other rights and remedies provided by law.
4. **Credit.** The furnishing of materials by Seller constitutes a sale on credit. Buyer shall, as a part of the sale price, pay a service charge of 1-1/2% per month or fraction thereof, (\$10.00 minimum) from date of invoice to date of payment. Seller waives the service charges for amounts paid within 30 days from date of invoice. Seller may, in its sole discretion, waive the service charge for payment made more than 30 days after the date of service, but Seller shall not subsequently be barred from assessing the service charge.
5. **Disclaimer of Warranties.** There are no express or implied warranties that any materials furnished by Seller are merchantable or fit for any particular purpose. Buyer acknowledges that it is not relying on Seller's skill or judgement to select or furnish materials suitable for any particular purpose and that there are no warranties which extend beyond the description of the materials in an invoice or written quote. Seller does not warrant that the materials conform to Buyer's plans and specifications. Buyer shall make its own investigation for this purpose. Buyer waives the benefit of any rule that disclaimers shall be construed against the Seller.
6. **Advice of Seller.** Seller shall not be liable to Buyer for claims of any nature arising out of the furnishing of advice by Seller's agents or employees or consultants in connection with the use, installation or design of products furnished by Seller.
7. **Information Provided to Buyer.** Buyer acknowledges that statements made in brochures, advertisements, test reports, magazine articles or other sources of information or writings relating to the materials sold are furnished solely for the information of Buyer. Buyer shall make its own evaluation of all information provided. No statement relating to the materials sold, whether or not made or furnished by Seller, shall be deemed a warranty liability that shall be effective to modify the disclaimer of warranties or the limitations of Seller's or representation relating to the materials except as set forth in a writing executed by an officer of Seller.
8. **Takeoffs and Extensions.** If line items and quantities have been established by Seller's review of plans and specifications, such line items and quantities are for Buyer's convenience only and Seller shall not be liable for any errors. If Seller has extended and footed a proposal it is for Buyer's convenience only and Seller shall not be liable for any extension or footing errors.
9. **Corrections.** Buyer shall check all materials, descriptions and quantities stated on any order and shall immediately notify Seller in writing of any corrections.
10. **Jobsite Delivery.** Buyer shall accept materials that conform to standard manufacturing variations and tolerances. All prices are quoted f.o.b. truck at one location on the jobsite. If Seller delivers a load to more than one location, Buyer will pay for the additional time of truck and driver required to complete delivery based on full truckload and/or truck and trailer load quantities. Additional freight will be charged for extra loads resulting from Buyer's request for delivery of less than a full truckload and/or truck and trailer load. Seller may hold delivery until Seller is able to deliver a capacity load except for the final delivery to the job. Materials will be nested whenever possible. Materials will be delivered only to locations that can be readily reached by a capacity loaded truck and trailer under its own power. Buyer shall unload all materials within one hour after it reaches jobsite. Buyer will pay standby charges at current rates for excess time.

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**TERMS AND CONDITIONS (Continued)**

11. **Delay.** Seller shall not be liable for direct or consequential damages on any kind caused by reason of events beyond Seller's control, whether or not foreseeable, that prevent or hinder manufacture or delivery, including but not limited to, strikes, labor troubles, shortages, adverse weather, government regulations and priorities, failure or delay in procurement from Seller's usual sources of supply, and damage to or breakdown of Seller's plant or equipment. Seller shall have the right, in any of the events, at its option, and without notice to Buyer, to cancel an order or any part thereof without any resulting liability.

12. **Passage of Title and Risk Damage.** Title to materials shall remain in Seller until full payment by Buyer. Seller shall retain a security interest in all materials until fully paid. Risk of loss shall be borne by Buyer from and after the time that materials are loaded in Buyer's trucks for shipment or delivered to a common carrier. If delivery is made by Seller's trucks, risk of loss or damage shall be borne by Seller until materials arrive at delivery site, prior to unloading.

13. **Claims.** Buyer shall give written notice of any claim that the materials are not satisfactory to Seller within 5 days after delivery. The written notice shall state in detail all deficiencies claimed to exist in the delivered materials, the names and addresses of the persons who inspected the materials, and identify all reports prepared by or on behalf of Buyer upon which any claims of deficiency is based. Buyer shall furnish Seller with copies of all such reports at the time written notice of deficiencies is delivered to Seller. Buyer shall permit Seller to promptly inspect any materials claimed to be defective. Failure of Buyer to give notice within the 5 day period in full compliance with the foregoing provisions shall constitute a waiver of claims of deficiency.

14. **Limitation of Seller's Liability.** Buyer's sole and exclusive remedy on any claim against Seller is limited to the replacement or repair of the claimed defective materials. Materials may only be returned to Seller upon Seller's prior written consent and upon the terms stated herein. Except as previously stated, and unless prohibited by law, Seller will not be liable for any loss, injury or damage to persons or property resulting from any defective materials, nor will Seller be liable for direct, indirect, special, incidental, delay or consequential damages of any kind sustained by Buyer from any cause.

15. **Failure During or After Installation.** Materials installed in the ground may be subject to damage and stress arising out of deficiencies in placement and/or compaction of backfill or by operation of construction equipment near or over such installed materials. Seller shall not be liable for any failure of materials during or after installation. Neither Seller's cooperation in investigating any failure of materials or voluntary replacement of any failed materials nor any other action taken by Seller to promote good customer relations shall be deemed a waiver by Seller of the foregoing provisions not an admission that there is any express or implied warranty with respect to the failed materials.

**Offsets.** Buyer shall not make any claims of offset except with Seller's prior written consent.

**Patents.** Buyer shall make investigation of patent matters as Buyer deems necessary. Seller shall not be liable to Buyer for patent infringement.

18. **Indemnity.** The Buyer agrees to indemnify, defend, and save harmless the Seller and its officers, directors, employees and agents free and harmless of and from any loss, liability, cost, or expense (including attorney's fees) of any nature whatsoever arising out of or in any way connected with the parties' performance of this Agreement, including loss or liability caused by the Seller's active negligence, except loss or liability caused by the Seller's sole willful conduct or active negligence.

19. **Attorney's Fees.** Seller shall be entitled to any attorney fees or arbitration fees and costs incurred in collecting all amounts owed under contract for the sale of materials to Buyer, whether incurred before or after an action or demand for arbitration is filed. The prevailing party in any action or arbitration between Buyer and Seller shall be entitled to recover a reasonable attorney's fee at trial and appeal.

20. **Venue/Choice of Law.** All actions or proceedings shall be initiated or prosecuted in a court of competent jurisdiction selected by Seller at the time that Seller files such action or, if the action is filed by Buyer, in a court of competent jurisdiction designated by Seller in a motion for a change of venue. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California.

21. **Entire Agreement.** This writing expresses the entire agreement between Buyer and Seller, and no other modifications, agreements, or representation shall be binding except by writing executed by both Buyer and Seller.

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