

JOINT CREDIT APPLICATION AND TERMS AND CONDITONS OF GOODS SOLD

I/we, the buyer/undersigned, herein make application to Berman Bros., Inc./Rubin Iron Works LLC for credit.

Buyers Name _____

Billing Address _____

City _____ State/Zip _____

Shipping Address _____

City _____ State/Zip _____

Office Phone # _____ Cell Phone # _____ Fax # _____

Date Established _____ Federal ID No: _____

Ownership: Corporation Proprietorship Partnership Other

Owners _____

Purchasing Agent _____ PO Required Yes No

email _____

Accounts Payable _____

email _____

Type of Business _____ Years in Business _____

Sales Tax Exempt Yes No Sales Tax Certificate Number _____

if yes, please send Florida or Georgia Sales Tax Resale Certificate

TRADE REFERENCES (please include a Steel Vendor)

1 Company Name _____

Contact Name _____

Address _____

Phone # _____ Fax # _____

Email _____

2 Company Name _____

Contact Name _____

Address _____

Phone # _____ Fax # _____

Email _____

3 Company Name _____

Contact Name _____

Address _____

Phone # _____ Fax # _____

Email _____

I authorize the following bank to release credit information pertaining to our checking account

Bank Name _____

Bank Address _____

Account Number _____

Credit Limit Desired _____

Buyer agrees to promptly notify seller in writing by Certified Mail of any change in ownership or form of business organization and shall be liable for materials furnished prior to presentation of written notice.

Initial _____

Terms & Conditions

In consideration of seller selling goods to Buyer on open account or on other terms, Buyer agrees as follows:

- 1. PAYMENT AGREEMENT AND VENUE DESIGNATION** Buyer hereby applies for an open account to buy goods from Berman Bros., Inc. and Rubin Iron Works LLC as seller. Payment of all sums due hereinafter are due and payable to seller in Jacksonville, Duval County, Florida. Buyer agrees that all invoices are due upon receipt with the following terms: Net 30. Buyer agrees to pay a finance charge of 1.5% per month to seller on any balances past due. Buyer agrees to pay all costs of collection and out of pocket expenses, including an attorney's fee of not less than 15% of the buyer's account balance, or a reasonable attorney's fee, whichever is greater, if buyer's account is placed with an attorney, whether suit be brought or not including post judgment, appeal and bankruptcy proceedings, and buyer agrees to pay seller interest at the highest rate allowable by law on all sums not paid including post judgment interest on the underlying debt. Buyer if a non resident hereby submits to the jurisdiction of the courts of the State of Florida, whose laws govern this agreement, agrees that it is doing business in the state of Florida and that venue for any action herein or in connection herewith by any of the parties whether a resident or not shall be in state or federal court as selected by seller in Duval County, Florida.
- 2. DISCLAIMER, DAMAGE LIMITATION AND LIMITED WARRANTY.** Seller shall not be liable for failure or delay in delivery of good sold occasioned by labor disputes, force majeure, or other causes beyond seller's control, nor for incidental or consequential damages arising from any breach of contract as defined by the uniform commercial code, relative to sale. The goods sold are warranted to be fit for the purposes sold, but the sole liability of the seller is to either refund the purchase price or replace with similar goods. There are no other warranties expressed or implied and all claims, disputes or objections are waived unless buyer notifies seller in writing within ten days of delivery or occurrence of default. There is no warranty of merchantability or implied warranty of merchantability.
- 3. MODIFICATION** This agreement is not subject to oral cancellation, modification or change. There are no side agreements or verbal understandings which would vary the terms of this agreement. Any cancellation, modification or change must be in writing and signed by seller and buyer, otherwise it is null and void and of no force or effect.
- 4. NOTICE** All notices required herein must be in writing and delivered by certified mail return receipt requested.
- 5. PERSONAL GUARANTEE AND WAIVER OF TRIAL BY JURY.** The Person signing the application on behalf of the buyer also signs as a guarantor of this agreement and the buyer's account and agrees to the terms hereof, assumes personal liability therefore, waives presentment, demand, protest, notice of dishonor, trial by jury, acknowledges that sell is relying on such guarantee in extending credit to buyer and agrees to be jointly and severally liable to seller for buyer's debt to seller. Guarantor has read, understands, and agrees to such guarantee.
- 6. OBJECTIONS TO GOODS SOLD** All goods sold and delivered are conclusively deemed to be the goods ordered by the buyer for the price agreed upon and delivered in good order unless written notice to the contrary is received by the seller from the buyer within ten business days of the date the goods are delivered.

No notice of seller's acceptance of this agreement is required. Seller reserves the right to decline to sell to Buyer.

NOTICE: THE TERMS AND CONDITIONS OF THIS CREDIT APPLICATION, PAYMENT AGREEMENT, VENUE DESIGNATION, DISCLAIMER, DAMAGE LIMITATION, LIMITED WARRANTY, MODIFICATION, NOTICE, PERSONAL GUARANTEE AND WAIVER OF TRIAL BY JURY AND OBJECTION TO GOODS SOLD ARE SET FORTH ON THE ABOVE SECOND PAGE AND ARE EXPRESSLY INCORPORATED HEREIN THE WHICH UNDERSIGNED PERSON HAS REVIEWED, UNDERSTANDS AND AGREES TO.

Dated _____

Buyers Name (Print) _____

Personal Signature _____

Print _____