



CUSTOM PIPE
+ FABRICATION

Credit Application

TO BE COMPLETED BY CUSTOM PIPE SALES REPRESENTATIVE

New Customer Reactivating Customer Credit Limit Increase

Customer Name: _____

Sales Rep: _____

Credit Limit Requested: \$ _____

Estimated Annual Sales Volume: _____

TAX STATUS

Resale (*Attach a copy of Resale Certificate*)
 Taxable (*orders will be taxable if no other choice is selected*)

TERMS REQUESTING

COD
 Net 30 Days
 Other (*Specify*) _____

Applicant Name: _____

Federal ID#: _____ D&B #: _____

Date Business Established: _____

Billing Address: _____

Phone Number: _____

E-mail Address: _____

List all Officers/Owners & Titles: _____

*ACCOUNTS PAYABLE CONTACT: _____

*AP Email Address: _____ *AP Phone Number: _____

Corporate Office
888 S. Disneyland Drive, Suite 340
Anaheim, CA 92802



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Bank Reference

Name of Bank: _____

Account Number: _____

Address: _____

Bank Phone Number: _____

Bank Contact: _____

Credit References

1.) Company Name: _____ **Acct #:** _____

Address: _____

***Phone Number:** _____ ***Fax Number:** _____

***Email Address:** _____
(Accounting / Collections Dept.)

2.) Company Name: _____ **Acct #:** _____

Address: _____

***Phone Number:** _____ ***Fax Number:** _____

***Email Address:** _____
(Accounting / Collections Dept.)

3.) Company Name: _____ **Acct #:** _____

Address: _____

***Phone Number:** _____ ***Fax Number:** _____

***Email Address:** _____
(Accounting / Collections Dept.)

4.) Company Name: _____ **Acct #:** _____

Address: _____

***Phone Number:** _____ ***Fax Number:** _____

***Email Address:** _____
(Accounting / Collections Dept.)

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Credit Agreement: Applicant acknowledges and agrees that all goods sold to Applicant are sold pursuant to the Terms and Conditions of Sale published by Custom Pipe & Fabrication ("Seller"), which terms are available at [Custom Pipe – Sale Terms](#) or upon Applicant's request. By signing below, Applicant accepts Seller's Terms and Conditions of Sale and agrees that Seller's Terms and Conditions shall take precedence over any conflicting terms in Applicant's purchase order or other documents. Custom Pipe & Fabrication objects to Applicant's terms and such terms shall not be binding on Custom Pipe & Fabrication, unless accepted, in writing, by an officer of Custom Pipe & Fabrication. It is specifically agreed that any and all amounts owed Custom Pipe & Fabrication shall be paid by the Applicant or by Guarantor(s) to Custom Pipe & Fabrication at:

P.O. Box 201069, Dallas, TX 75320-1069

Personal Guaranty: I/We sign this Credit Application and Credit Agreement on behalf of Applicant, and, as an individual(s), jointly and severally, and hereby personally guaranty payment of all present and future indebtedness of Applicant to Custom Pipe & Fabrication. I/We also waive all notices from Custom Pipe & Fabrication, waive the right to require Custom Pipe & Fabrication to proceed against Applicant and agree that our personal liability hereunder shall not be deemed to be released or discharged by: (i) any extension of time or by any other modification, substitution, settlement, supplement or compromise granted to Applicant; (ii) by any change in the legal form of ownership of Applicant; or (iii) by any change whatsoever in the business relationship between Custom Pipe & Fabrication and Applicant, including, but not limited to, any change in credit terms, amount of credit, or amount of service charges on past due accounts; or by the transfer of new or additional security by Applicant to Custom Pipe & Fabrication. Liability under this Guaranty shall not be released or terminated by any failure of Custom Pipe & Fabrication to exercise diligence in enforcing its rights against the Applicant or against the undersigned. This is an absolute, unconditional, and continuing Guaranty.

Certification and Notices: I/We certify that everything stated on this Credit Application, and/or any attached document is true to the best of my/our knowledge. All goods invoiced to Applicant by Custom Pipe & Fabrication shall be sold in reliance upon the information contained herein or in any document attached hereto. The liability created by this Credit Agreement can be limited or terminated by Applicant (or Guarantor) only by a clear written notice sent by certified mail, return receipt requested, and addressed to: Custom Pipe & Fabrication, Attention: Corporate Credit Department, 888 Disneyland Drive, Suite 340, Anaheim CA 92802. Applicant specifically authorizes any of its suppliers and/or banks to disclose to Custom Pipe & Fabrication any credit information regarding Application as may be requested by Custom Pipe & Fabrication.

Past Due Accounts: In the event Applicant fails to make any payment due Custom Pipe & Fabrication when due, Applicant agrees to pay Custom Pipe & Fabrication: (i) a service charge on any past due amount calculated at the rate of 1-1/2% per month; and (ii) in the event of any

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action or proceeding against Applicant and/or any Guarantor, the actual amount of any attorney fees incurred by Custom Pipe & Fabrication, plus other normal litigation costs, including collection fees charged to Custom Pipe & Fabrication by any collection agency. Custom Pipe & Fabrication may also enforce any mechanics lien, stop payment notice, bond or joint-check agreement rights with respect to the goods sold by Custom Pipe & Fabrication; and add to Applicant's account all fees and costs incurred as a result of the enforcement of such rights, including fees incurred in any legal action. Such costs and fees may be added to Applicant's account at any time during the enforcement of such rights or at the conclusion of the litigation related thereto.

Dispute Resolution; Arbitration: In the event of any controversy or claim arising out of or relating to the Proposal, or a breach thereof, the parties hereto shall consult and negotiate with each other and, recognizing their mutual interests, attempt to reach a satisfactory solution. If the parties do not reach settlement within a period of sixty (60) days following a written request to meet and confer concerning a dispute, then, upon notice by any party to the other party(s), any unresolved controversy or claim shall be submitted to arbitration administered by the American Arbitration Association in accordance with its current Commercial Arbitration Rules. The demand for arbitration may be served at any time following the earlier of: (a) a party's refusal to meet and confer; (b) the conclusion of the meet and confer process; or (c) the expiration of sixty (60) days following the written request to meet and confer. The arbitration hearings shall be conducted before a single arbitrator in Los Angeles, California. The arbitration award may be confirmed and enforced by any court having jurisdiction over the award debtor.

Execution and Delivery: This document may be executed and transmitted to Custom Pipe & Fabrication by mail, electronically, in person, or by facsimile transmission. Applicant agrees Custom Pipe & Fabrication may rely on an electronic or facsimile signature and that such signature shall be deemed an original and shall be binding on Applicant and all Guarantors.

THIS APPLICATION WILL NOT BE PROCESSED UNLESS SIGNED.

Sign:

Date:

Print Name:

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