



411 Main St. N.E., Suite 201 * New Prague, MN 56071

Steel Rebar & Wire Mesh

CUSTOMER CREDIT APPLICATION

Date: _____

Business Name _____

Billing Address _____

Contact _____ Phone _____

Fax _____

Adelphia Purchasing Contact _____

Charge Sales Tax _____ Yes _____ No Please supply Tax Exempt Form if answer is No

References:

Bank _____ Account No. _____

Address _____ Phone (____) _____

Fax (____) _____

Steel Service Center _____ Phone (____) _____

Address _____ Fax (____) _____

Steel Service Center _____ Phone (____) _____

Address _____ Fax (____) _____

Reference _____ Phone (____) _____

Address _____ Fax (____) _____

Standard Terms are 1/2% 10 net 30

Phone: (952) 758-7500

(877)-202-8485

Fax: (952) 758-7502



Terms and Conditions of all Sales

I, the authorized representative of the Buyer, understand and agree that any contract that is formed between Buyer and Adelphia Metals, LLC is expressly conditioned on the following terms and conditions which shall apply to all invoices submitted by Adelphia Metals, LLC to Buyer.

I also understand and agree that it is a condition of any contract formed between buyer and Adelphia Metals, LLC that any terms or conditions that are contained in any acknowledgment hereof, including without limitation any purchase order issued by Buyer to Adelphia Metals, which contains any terms or conditions that are inconsistent with or in addition to the terms and conditions stated herein, shall have no force and effect, and that Adelphia Metals, LLC expressly rejects such inconsistent and/or additional terms and conditions.

I also understand and agree that the following terms and conditions shall automatically become a part of all invoice contracts unless Adelphia Metals, LLC and Buyer expressly agree otherwise in writing. This contract contains the entire agreement between parties, and the failure of either party to enforce any of its rights hereunder shall not constitute a waiver of any other rights hereunder.

1. Prices are based on present freight and shipping costs. All collection and bank charges, stamps and fees are chargeable to the account of Buyer. If there is any increase in freight charges, insurance costs or duty due to an increase in the rates applicable at time of shipment, or any increase in Seller's cost caused by governmental action or legislation between the date hereof and the date of shipment, then the purchase price may be increased by Seller to cover such additional expenses. Buyer shall pay for inspections of the materials, if any. Any tax imposed by any governmental authority on the sale of the materials shall be paid by Buyer in addition to the purchase price.
2. Buyer assumes all risks involved in the use or possession of material delivered hereunder.
3. In the event it is found that the materials are at variance with this contract, then Seller's sole liability shall not exceed the difference between the value of the materials at the place and time of delivery and the value the materials would have had at the same place and date if they were not at variance with the specifications of this contract. Under no circumstances shall Seller be liable for additional, incidental, consequential or other special damages, including but not limited to labor expenses, lost profit and market losses, or be subject to specific performance. Seller may at its option, repurchase nonconforming or damaged materials at the unit price of this contract in full satisfaction of any claim.
4. Risk of loss for materials shall pass to Buyer upon shipment of the materials or any part thereof to Buyer.
5. The Buyer represents and warrants that the information provided in this application for open account and acceptance form for terms and conditions of all is for the sole purpose of obtaining credit and is warranted to be true.
6. The Buyer specifically agrees that a representative of Adelphia Metals, LLC is authorized to investigate the references listed above as they pertain to the Buyer's credit and financial responsibility.
7. All quotations made are subject to change without notice, subject to prior sale and unless otherwise noted, are for immediate acceptance. We reserve the right to cancel contracts upon which full specifications are not given to us within the time allowed. Special material is not subject to cancellation without our written consent.
8. Buyer agrees to inspect all goods upon delivery and no claims for shortages or delivery of non-conforming goods need to be honored by Adelphia Metals, LLC unless written notice of such claim is received by Adelphia Metals, LLC within 30 days of delivery. Adelphia Metals, LLC shall in no event pay or be liable for any claim resulting from installation, alteration or repair of apparently improper defective or damaged goods.



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9. The terms of sale are net 30 days from the date of each invoice, ½ % discount given for net 10. All amounts not received on or before the due date are subject to a late payment charge of 1.5% per month or the maximum allowed by law, whichever is greater, in addition to any statutory fees and penalties that may apply. Any account with a delinquent balance may be placed on a cash basis at any time.
10. In case of Buyer's breach, Seller may recover actual damages plus cost and expense of suit and/or collection including reasonable attorney's fees.
11. Buyer agrees that this Agreement shall be construed in accordance with and governed by the laws of the state of New Jersey. Buyer further agrees and consents to the jurisdiction of any court located in Camden County, New Jersey. Venue for all actions involving Adelphia Metals and buyer shall be in Camden County, New Jersey.

Owner/Officer: _____ Print Name: _____

Title: _____ Date: _____

Name of Company _____