**E.S.P. Expanded Supply Products, Inc.**

 **3330 Route 9**

 **Cold Spring, NY10516**

 **(845) 265 - ESP1**

 **FAX (845) 265 - ESP2**

**To assure timely completion of the credit application process, please use the following check list:**

 **\_\_\_\_\_\_Application is typed or handwritten legibly.**

 **\_\_\_\_\_\_All Commercial References have current telephone numbers.**

 **\_\_\_\_\_\_The Bank Reference includes both an account number and telephone number.**

 **\_\_\_\_\_\_The Personal Guarantee (page 2) and the Terms and Conditions of Sale (page 4) are signed and dated.**

 **\_\_\_\_\_\_The Depository Information Release authorization (page 4) is signed and dated.**

 **\_\_\_\_\_\_The application is notarized (page 2).**

**Also, please note that although your application may be faxed to us at (845) 265-3772 (ESP2), the original copy must be mailed to us before any final decision on the application can be made.**

**If you have any questions regarding your application, please feel free to contact us at (845) 265-3771 (ESP1).**

**Thank you for your cooperation; we look forward to your future business.**

**Expanded Supply Products, Inc.**

**3330 Route 9**

**Cold Spring, NY10516**

**(845) 265 - ESP1**

**FAX (845) 265 - ESP2**

**CREDIT APPLICATION**

Company Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Phone #:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Web Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ E mail address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Amount of Credit Applied For: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_FAX #:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_City\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_State\_\_\_\_\_\_\_\_\_Zip\_\_\_\_\_\_\_\_

Years in Business\_\_\_\_\_\_\_\_\_\_\_\_Accounts Payable Manager\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Is your Company a:\_\_\_\_\_\_\_\_\_\_\_\_Corporation\_\_\_\_\_\_\_\_\_\_\_\_\_\_Partnership\_\_\_\_\_\_\_\_\_\_\_\_\_Individual

Name and Address of Owner (s):

1.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Phone #:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_SS#:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Phone #:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_SS#:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

3.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Phone #:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_SS#:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

If tax exempt, we must have a copy of your certificate for our files. We will charge tax to any invoice that we are not provided proper certificates for.

Required References Account # Phone #

Bank\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_
 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Bank Fax #:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Contact:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Commercial References (with equal value to credit applied for from us):

1. Phone #

 FAX #

2. Phone # FAX #

3. Phone # FAX #

Any misrepresentation in this Agreement will be considered evidence of fraud, since this information is the basis for the extending of credit. As an inducement to grant credit, the undersigned warrants that the information submitted is true and correct. You are authorizing Expanded Supply Products, Inc. to investigate the credit references and principals listed.

In consideration for the extension, of credit, said business promises to pay for all purchases within the terms agreed upon and agrees to pay a service charge of 1 1/2% per month (18% annual) on all past due balances. In the event any third parties are employed to collect any outstanding monies owed by said business the undersigned agrees to pay reasonable collection costs, including attorney fees, whether or not litigation has commenced, and all costs of litigation incurred. The undersigned represents that he/she has the authority to execute this credit agreement on behalf of the business identified.

**Expanded Supply Products, Inc. Credit Application...cont'd**

(Name of Business)

(Print Name) (Title) (Signature)

(Print Name) (Title) (Signature)

**Above signature must be that of a corporate officer, partner, or sole proprietor in order to process this application**

**PERSONAL GUARANTEE**

In consideration for Expanded Supply Products, Inc. extending credit to the business identified below for any materials and/or services after this date at the request of applicants or its agents, the undersigned individual hereby personally guarantees unconditionally and irrevocably the prompt payment of any sums now or hereafter owed Expanded Supply Products, Inc. by the business identified below whether said sums are due under open account, contract or otherwise.

It is understood and agreed that credit, if extended, is to be on a continuing basis and may exceed estimated maximum credit limit required as stated in the credit agreement between Expanded Supply Products, Inc. and the business. Expanded Supply Products, Inc. shall not be obligated to notify the undersigned of the dates or amounts of any such credit and the undersigned waives demand, notice of default and any extension of time or any other forbearance, which may be extended by Expanded Supply Products, Inc.

The signature of the undersigned guarantor indicates his personal guaranteeandacceptance of the following conditions:

 1. Each invoice will be paid as it comes due;

 2. Immediate payment of the entire balance will be required if the debtor defaults on such payments;

 3. Payment of any other charges for fees or expenses owed by the debtor under the contract;

 4. Legal fees necessary to collect such outstanding debt;

 5. All sales are subject to the standard Terms and Conditions of Sale of the creditor ( a copy of which is hereby attached and made part of this agreement).

This guaranty shall continue in force until notice in writing, sent by registered or certified mail return receipt requested, is received by Expanded Supply Products, Inc. Said notice shall specify the date on which this guaranty is to be terminated; said date not to be less than seven days after such notice is received. Such termination shall in no way release the undersigned as to any sum or debt incurred prior to such termination.

Date: Name:

 (Name of person guaranteeing payment, **NO TITLE**)

Home Address:

Home Phone # ( ) Social Security #

Signature of person guaranteeing payment:

Name of business whose account is guaranteed:

The Creditor (Expanded Supply Products, Inc.) may require immediate payment of the obligation if the Debtor becomes bankrupt.

**Expanded Supply Products, Inc. Credit Application...cont'd**

NOTARY SEAL:

State of:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

County of:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Sworn and subscribed before me this \_\_\_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,20\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public

**Terms & Conditions of Sale**

|  |  |
| --- | --- |
| 1 | **ACCEPTANCE.** All orders are subject to acceptance at ESP’s (hereinafter called seller) office. |
| 2 | **INTERPRETATION**. The information shown on seller’s quotation is based on our interpretation of the |
|  |  information supplied to us; it is the buyer’s responsibility to verify quantities, sizes and/or descriptions  |
|  | of actual materials needed to do the job. Seller accepts no responsibility for reliance on these quantities  |
|  | by the Buyer. It is Buyer’s responsibility to insure that materials quoted are acceptable for the application  |
|  | they are planned for and acceptable to the local municipalities. |  |  |
| 3 | **FACTORY DIRECT SHIPMENTS**. An “\*” next to the item description indicates that the pricing is based on |
|  | direct factory shipment in truckload quantities. Releases of less than truckload quantities will result in upward |
|  | price adjustments of between 10 and 25 percent depending upon the type of product, job location, market  |
|  | conditions, and any other pertinent factors affecting the costs associated with handling less than  |
|  | truckload quantities. |  |  |  |  |  |
| 4 | **SPECIAL ORDER MATERIALS**. Special order items marked with an “s” are non-cancelable once |
|  | the order has been placed with the factory and are non-returnable without the prior written approval  |
|  | of the manufacturer. A 50% non-refundable deposit is required from everyone (no |  |
|  | exceptions) BEFORE any materials can be ordered. If the buyer does not have an account with ESP, |
|  | the full amount due must be received by ESP BEFORE any materials are ordered. |  |
| 5 | **TITLE AND RISK OF LOSS.** Title and risk of loss for damage to the goods pass to the customer upon |
|  | delivery to the carrier regardless of who pays the shipping costs. |  |  |
| 6 | **TERMS OF PAYMENT.**  In the absence of any agreement in writing to the contrary, the terms of payment are  |
|  | cash before delivery. Terms to purchasers whose credit references have been accepted by the company |
|  | are net 30 days after date of invoice. It is understood that if credit is extended by ESP, standard terms are |
|  | net 30. A service charge of 1 ½% per month will be charged on all balances which have not been paid within |
|  | normal credit terms. Accounts with open invoices 60 days or older are automatically placed on a C.O.D. basis.  |
|  | No cash discounts will be allowed. The company shall have the right to make partial shipments and payment  |
|  | therefore shall be due 30 days thereafter. All goods shall be shipped and invoiced at the company's  |
|  | convenience, as and when ready. If delay of shipment is requested by purchaser, the date of readiness for  |
|  | shipment shall be deemed to be the date of shipment for invoicing purposes. All goods ready for shipment shall  |
|  | be at the risk of purchaser. If the financial condition of the purchaser at any time does not, in the judgment of  |
|  | the company, justify continuance of the work to be performed by the company or the shipment of goods on |
|  | the terms of payment as agreed upon, the company may require full or partial payment in advance or shall be  |
|  | entitled to cancel any order then outstanding and shall receive reimbursement for its reasonable and proper |
|  | cancellation charges. In the event of bankruptcy or insolvency of the purchaser, or in the event of any |
|  | proceeding brought against the purchaser, voluntarily or involuntarily under the bankruptcy or any insolvency  |
|  | laws, the company shall be entitled to cancel any order then outstanding at any time during the period  |
|  | allowed for filing claims against the estate and shall receive reimbursement for its reasonable and proper  |
|  | cancellation charges. |  |  |  |  |  |
| 7 | **DELAY.** Seller shall not be liable for failure or delay in delivery due to actsof God, the prior performance of |
|  | government orders bearing priority rating or orders placed under any allocation program (mandatory or  |
|  | voluntary) established pursuant to law, differences with workmen, local labor shortages, fire, flood or other |
|  | casualty, governmental regulations or requirements, shortages, or failure of raw materials, supplies, fuel,  |
|  | power or transportation, breakdown of equipment, or any other causes beyond seller's reasonable control |
|  | whether of similar or dissimilar nature than those enumerated. In no event shall seller be liable for any |
|  | consequential damages or claims for labor resulting from failure or delay in delivery. |  |
| 8 | **TRANSPORTATION CHARGES.** Delivered prices or prices involving competitive transportation  |
|  | **adjustments shall be subject to appropriate adjustment to reflect changes in transportation charges.**  |
| 9 | **CLAIMS BY BUYER.** Claims by buyer must be made promptly upon receipt of shipments and seller  |
|  | given an opportunity to investigate, Seller shall incur no liability for damage, shortages, or other  |
|  | entered full details thereof on its receipt to the carrier. A variation between seller's and buyer's scale  |
|  | cause alleged to have occurred or existed at or prior to delivery to the carrier unless buyer shall  |
|  | weight or theoretical weight determination up to 1% shall be a permissible variation. |  |
| 10 | **WARRANTIES.** There are no understandings, terms, conditions or warranties not fully expressed  |
|  | herein. Seller warrants title to and freedom from encumbrance of, the products sold hereunder, and  |
|  | seller warrants that products bought on the basis of the description thereof, as appears or is referred  |
|  | to on the face of seller's quotation, are of merchantable quality. Seller makes no other warranty  |
|  | whatever, express or implied, and all implied warranties of merchantability and fitness for a particular  |
|  | purpose which exceed or differ from the warranties herein expressed are disclaimed by seller and  |
|  | excluded from this agreement. |  |  |  |  |  |
| 11 | **BUYER'S REMEDIES.** Seller's liability hereunder shall be limited to the obligation to replace products  |
|  | proven to have failed to meet the specification or to have been defective in quality or workmanship at the |
|  | time of delivery, or allow credit at its option. Seller shall not have any liability for any damages in  |
|  | connection herewith on the products to be delivered hereunder, in and exceeding the purchase price of the  |
|  | products sold hereunder. In no event shall seller have any liability for consequential damages or claims for  |
|  | labor. |  |  |  |  |  |
| 12 | **TRUCK DELIVERY.** When products are sold for truck delivery seller's carrier shall make delivery alongside  |
|  | trench when trench is along passable highways, streets or alleys. What shall be considered passable |
|  | shall be in the sole judgment of the driver of the truck. Buyer shall be allowed two hours for unloading, |
|  | thereafter charges at the rate of $55.00 per hour will accrue (billable in 15 minute increments). If prices |
|  | are quoted f.o.b. job site, it is understood that the Seller provides tailgate service, customer to unload in a  |
|  | reasonable period of time. Unreasonable detention of delivery vehicles will result in a charge to customer.  |
|  | Precast items are delivered on a flat bed trailer; contractor is responsible for off-loading at the site.  |
| 13 | **TECHNICAL ADVICE.** Seller shall not be responsible for the results of any technical advice in connection  |
|  | with the design, installation or use of the products sold hereunder |  |  |
| 14 | **TAXES.** Any tax imposed in respect to the sale of the products sold hereunder shall be added to and  |
|  | paid as part of the purchase price. |  |  |  |  |
| 15 | **RESTOCKING CHARGES.** Items ordered and later returned by buyer for credit shall be subject to a 25%  |
|  | restocking charge (50% on all returns over sixty (60) days from delivery date). Special order items ordered  |
|  | by buyer and received by buyer are not subject to return without prior written permission from seller. |
| 16 | **PRICES.** Prices will be seller's prices in effect at time of shipment, unless agreed to otherwise in writing.  |
|  | Prices shown are based on ESP receiving an order for substantially all materials quoted unless agreed to by  |
|  | ESP in writing. Prices are contingent on total quantities quoted, shipped in the most cost effective manner  |
|  | (e.g. truck load, single shipment, closed van). The unit prices on smaller purchases or for multiple or  |
|  | special shipments will be negotiated. The prices shown for PVC/Copper pipe are estimates only based on  |
|  | current cost. Prices are subject to change by ESP before final acceptance of order. ADS prices are good  |
|  | for thirty (30) days; prices could increase approximately 5% every ninety days. PVC pricing is based on  |
|  | current costs with an immediate order and delivery ASAP thereafter. |  |  |
|  | a. Due to the highly volatile situation in the world oil market, prices for oil based products, i.e. PVC,  |  |  |
|  |  HDPE, CMP, and related fittings arebased on current costs as of day ofquote; pricing |  |  |
|  | subject to change without notice and/or obligation. |  |  |
|  | b. Copper pricing based on current costs; actual selling prices to bedetermined at time |  |  |  |  |
|  | of order based on costs at that time. |  |  |
|  | c. Specialty fabric pricing based on current costs with immediate order anddelivery ASAP |  |  |  |
|  | thereafter; actual selling prices to bedetermined at time of order based on costs at that time. |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  | d. Every effort is made to avoid typographical errors but in the event of same, seller |  |  |
|  | assumes no responsibility; prices will be adjusted to correct ones in effect at the time. |  |  |  |
|  | e. ESP reserves the right to re-quote when the quantites change by more than 10%. |  |  |  |
|  | f. Prices quoted do not include state, local or use taxes. |  |
|  |  |  |  |  |
| 17 | **BACKCHARGES.** Absolutely no backcharges will be paid without the express written authorization of Seller |
|  | in advance. If you are authorized to send a backcharge to Seller, you will receive a written notice |
|  | describing the nature of the problem, the amount of backcharge that is allowed, a current date and a signature |
|  | of an officer of Seller. If you do not receive this notice within 24 hours call Seller's office. |
| 18 | **SPECIAL NOTE.** Regarding water main items: contractor is responsible for verifying the correct |
|  | opening direction for all valves and/or hydrants, i.e. open right or open left. Also to verify if service fittings |
|  | are to be compression or flare type. Further, all DIP water main pipe quoted is tyton joint unless  |
|  | specifically stated otherwise on the quote (i.e. MJ end). |  |  |  |
| 19 | **FUEL SURCHARGES.** Due to drastic increases in fuel costs recently, many manufacturers are charging |
|  | fuel surcharges; these charges will be added to any and all invoices. |  |  |
| 20 | **WAIVER.** Failure of either party to enforce any right hereunder shall not waive any right in respect to other  |
|  | or future occurrences. |  |  |  |  |  |
| 21 | **BUYER'S RIGHT TO TERMINATION.** Buyer may terminate this contract in whole or in part upon  |
|  | notice in writing to seller. Seller shall thereupon, as directed, cease work and transfer to buyer title to  |
|  | all completed and partially completed products and to any raw materials or supplies acquired by |
|  | seller especially for the purpose of performing this contract and buyer shall pay seller as follows: (1.)  |
|  | The contract price for all products which have been completed prior to termination; (2.) The cost to  |
|  | seller of the material or work in process as shown on the books of seller in accordance with the  |
|  | accounting practice consistently maintained by seller plus a reasonable profit thereon, but in no  |
|  | event more than the contract price; (3.) The cost F.O.B. seller's plant of materials and supplies acquired |
|  | especially for the purpose of performing this contract; and (4) reasonable cancellation charges, if any, |
|  | paid by seller on account of commitments made hereunder. The provisions of this paragraph shall be |
|  | without prejudice to the rights of either party for failure on the part of the other party to comply with the |
|  | provisions of this contract. |  |  |  |  |  |
| 22 | **SELLER'S RIGHT OF TERMINATION.** If this contract is made in compliance with any governmental rule or  |
|  | regulation, plan, order or other directive, upon the termination thereof seller shall have the option of canceling |
|  | this contract in whole or in part. |  |  |  |  |  |

Terms and Conditions of Sale as detailed above are agreed to as listed.

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_**

Company Signature Date

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**We authorize our depository or credit institution to divulge any requested information to Expanded Supply Products, Inc. of 3330 Route 9, Cold Spring, NY 10516 in reference to our credit worthiness, so that we might obtain credit from them.**

**Signed:**

**Dated:**

**Printed Name:**

**Company Name:**

**Address:**