

East Carolina Metal Treating, Inc.

1010 South Saunders Street
Raleigh, NC 27603
919/834-2100
fax 919/833-1764

CREDIT APPLICATION

_____		_____	_____
(company/applicant)		(telephone)	(fax)
_____		_____	_____
(shipping address)	(city, state)	(zip)	
_____		_____	_____
(billing address)	(city, state)	(zip)	
Purchasing contact: _____			
(name)		(telephone)	(fax)
Accounts Payable contact: _____			
(name)		(telephone)	(fax)
Description of business: _____		Years in business: _____	
Purchase orders required? <input type="checkbox"/> Yes <input type="checkbox"/> No		DUNS number: _____	
Type of business: <input type="checkbox"/> 1. Individually owned <input type="checkbox"/> 2. Partnership <input type="checkbox"/> 3. Corporation			
If 1 or 2 is checked or if a small business, please fill in principal names and information:			
1. _____			
(principal name)	(telephone)	(date of birth)	(social security no.)
_____		_____	_____
(home street address)	(city, state)	(zip)	
2. _____			
(principal name)	(telephone)	(date of birth)	(social security no.)
_____		_____	_____
(home street address)	(city, state)	(zip)	
Trade references with whom you have established credit:			
1. _____			
(company name)	(telephone)	(fax)	
_____		_____	_____
(mailing address)	(city, state)	(zip)	
2. _____			
(company name)	(telephone)	(fax)	
_____		_____	_____
(mailing address)	(city, state)	(zip)	
3. _____			
(company name)	(telephone)	(fax)	
_____		_____	_____
(mailing address)	(city, state)	(zip)	

EAST CAROLINA METAL TREATING, INC.

MTI STATEMENT OF LIMITED LIABILITY

(Please Read Carefully)

(Standards Adopted by the Metal Treating Institute, Inc.)

ALL WORK IS ACCEPTED SUBJECT TO THE FOLLOWING CONDITIONS:

It is recognized that even after employing all the scientific methods known to us, hazards still remain in metal treating.

THEREFORE, OUR LIABILITY SHALL NOT EXCEED TWICE THE AMOUNT OF OUR CHARGES FOR THE WORK DONE ON ANY MATERIAL (FIRST TO REIMBURSE FOR THE CHARGES AND SECOND TO COMPENSATE IN THE AMOUNT OF THE CHARGES), EXCEPT BY WRITTEN AGREEMENT SIGNED BY THE METAL TREATER.

THE CUSTOMER, BY CONTRACTING FOR METAL TREATMENT, AGREES TO ACCEPT THE LIMITS OF LIABILITY AS EXPRESSED IN THIS STATEMENT TO THE EXCLUSION OF ANY AND ALL PROVISIONS AS TO LIABILITY ON THE CUSTOMER'S OWN INVOICES, PURCHASE ORDERS, OR OTHER DOCUMENTS. IF THE CUSTOMER DESIRES HIS OWN PROVISIONS AS TO LIABILITY TO REMAIN IN FORCE AND EFFECT, THIS MUST BE AGREED TO IN WRITING, SIGNED BY AN OFFICER OF THE TREATER. IN SUCH EVENT, A DIFFERENT CHARGE FOR OUR SERVICES, REFLECTING THE HIGHER RISK TO TREATER, SHALL BE DETERMINED BY TREATER AND CUSTOMER.

THE TREATER MAKES NO EXPRESS OR IMPLIED WARRANTIES AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, AS TO THE PERFORMANCE OF CAPABILITIES OF THE MATERIAL AS HEAT TREATED, OR THE HEAT TREATMENT. THE AFOREMENTIONED LIMITATION OF LIABILITY STATED ABOVE IS SPECIFICALLY IN LIEU OF ANY EXPRESS OR IMPLIED WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS, AND OF ANY OTHER SUCH OBLIGATION ON THE PART OF THE TREATER.

No claims for shortage in weight or count will be entertained unless presented within five (5) working days after receipt of materials by customer. No claims will be allowed for shrinkage, expansion, deformity, or rupture of material in treating or straightening, except by prior written agreement, as above, nor in any case for rupture caused by or occurring during subsequent grinding. Whenever we are given material with detailed instructions as to treatment, our responsibility shall end with the carrying out of those instructions. Failure by a customer to indicate plainly and correctly the kind of material (i.e., proper alloy designation) to be treated, shall cause an extra charge to be made to cover any additional expense incurred as a result thereof, but shall not change the limitation of liability stated above.

Customer agrees there will be no liability on the treater in contract or tort (including negligence and strict liability action) for any special, indirect, or consequential damages arising from any reason whatsoever, including but not limited to personal injury, property damage, loss of profits, loss of production, recall or any other losses, expenses, or liabilities allegedly occasioned by the work performed on the part of the treater.

It shall be the duty of the customer to inspect the merchandise immediately upon its return, and in any event claims must be reported prior to the time that any further processing, assembling, or any other work is undertaken.

OUR LIABILITY TO OUR CUSTOMERS SHALL CEASE ONCE ANY FURTHER PROCESSING, ASSEMBLING, OR ANY OTHER WORK HAS BEEN UNDERTAKEN ON SAID MATERIAL.

No agent or representative is authorized to alter the conditions, except in writing duly signed by an officer of treater.

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TERMS AND CONDITIONS

Payment terms are net 30 days from date of invoice and must be adhered to. A service charge of 1.5% per month will be charged on past due invoices. If account remains past due for more than 60 days such past due account is subject to collection. Accounts subject to collection will be referred to an attorney for collection. Applicant agrees to pay all costs and expenses of collection, including reasonable attorney's fees incurred by East Carolina Metal Treating, Inc. in connection with such collection.

Applicant agrees that this agreement shall be construed under the laws of the State of North Carolina.

As owner or duly elected officer or agent of the previously stated corporation, the undersigned warrants that the information herein given is correct and requests that standard credit terms be extended by East Carolina Metal Treating, Inc. to Applicant based on this information. I authorize East Carolina Metal Treating, Inc. to verify our credit background and further authorize our references to release information directly to East Carolina Metal Treating, Inc. for such verification.

Applicant acknowledges that he has read the MTI Statement of Limited Liability and the Terms and Conditions set forth above, is familiar with the contents of such provisions, and agrees to said terms and the application of all such provisions to all work performed by East Carolina Metal Treating, Inc. for Applicant, whether such work is performed now or in the future.

(Must be signed by owner, corporate officer, or agent having due authority to bind the Applicant.)

(company/applicant)

(signature) (Seal)

(print name)

(title)

(date signed)

PLEASE DO NOT WRITE BELOW THIS LINE

(approved by)

(date)