

East Carolina Metal Treating,

1117 Capital Blvd.
Raleigh, NC 27603
919-834-2100
fax 919-833-1764

Inc.

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? Yes No DUNS number: _____

Type of business: 1. Individually owned 2. Partnership 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)

ALL WORK IS PERFORMED SUBJECT TO THE FOLLOWING TERMS:

THE BUYER OF METAL TREATING SERVICES FROM THE SELLER, UNDERSTANDS THAT EVEN AFTER EMPLOYING ALL THE SCIENTIFIC METHODS KNOWN TO THE SELLER, HAZARDS STILL REMAIN IN METAL TREATING. THE BUYER THEREFORE AGREES THAT SELLER'S LIABILITY SHALL NOT EXCEED TWICE THE AMOUNT OF THE CHARGES FOR THE WORK DONE ON ANY MATERIAL. THE BUYER AGREES AND UNDERSTANDS THAT THIS LIMITATION OF LIABILITY IS NOT AN EXCULPATORY CLAUSE. THE REIMBURSEMENT AND FULL LIABILITY OF THE SELLER SHALL NOT EXCEED TWICE THE AMOUNT OF THE CHARGES FOR THE WORK DONE BY THE SELLER ON ANY MATERIAL. THIS IS INTENDED TO REIMBURSE THE BUYER FOR THE CHARGES AND TO FULLY COMPENSATE THE BUYER IN THE AMOUNT OF THE CHARGES. THIS TERM APPLIES TO ALL WORK DONE BY THE SELLER EXCEPT WHERE OTHERWISE AGREED TO IN A WRITTEN AGREEMENT SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE SELLER.

THE BUYER, BY CONTRACTING FOR METAL TREATMENT, AGREES TO ACCEPT THE LIMITS OF LIABILITY AS EXPRESSED IN THIS STATEMENT TO THE EXCLUSION OF ANY AND ALL OTHER PROVISIONS AS TO LIABILITY THAT MAY BE SET FORTH IN THE BUYER'S OWN INVOICES, PURCHASE ORDERS OR OTHER DOCUMENTS. IF THE BUYER PROPOSES A DIFFERENT OR ADDITIONAL LIABILITY PROVISION, THE SAME MUST BE AGREED TO IN WRITING AND SIGNED BY AN OFFICER OF THE SELLER BEFORE WORK IS STARTED OR SERVICES ARE PROVIDED. IN SUCH EVENT, THE BUYER UNDERSTANDS THAT A DIFFERENT CHARGE FOR SERVICES MUST BE AGREED ON, REFLECTING THE HIGHER RISK TO THE SELLER AND THAT NO WORK WILL BE STARTED UNTIL BOTH THE SELLER AND THE BUYER HAVE SIGNED AN AGREEMENT SETTING FORTH THE NEW CHARGES AND TERMS OF LIABILITY. OTHERWISE, THE TERMS SET FORTH HEREIN ARE BINDING ON THE BUYER.

IT IS AGREED BY THE BUYER AND THE SELLER THAT THE INABILITY TO DISCOVER A DEFECT WITHIN A REASONABLE PERIOD OF TIME AFTER THE RECEIPT OF A SHIPMENT OF HEAT TREATED MATERIAL, NOT TO EXCEED FIVE (5) BUSINESS DAYS, WILL NOT VOID THE LIMITATION OF LIABILITY CONTAINED IN THIS AGREEMENT. IT IS THE BUYER'S OBLIGATION TO NOTIFY THE SELLER IF IT DOES NOT AGREE TO THE LIMITATION OF LIABILITY CONTAINED HEREIN AND A FAILURE ON THE PART OF THE BUYER TO DO SO IN WRITING BEFORE WORK STARTS WILL BE DEEMED ACCEPTANCE OF THIS LIMITATION OF LIABILITY.

THE SELLER MAKES NO EXPRESS OR IMPLIED WARRANTIES AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, AS TO THE PERFORMANCE OR 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 ANY OTHER SUCH OBLIGATION ON THE PART OF THE SELLER.

THE SELLER'S LIABILITY TO THE BUYER SHALL CEASE ONCE ANY FURTHER PROCESSING, ASSEMBLING OR ANY OTHER WORK HAS BEEN UNDERTAKEN BY THE BUYER OR ANY THIRD PARTY.

No claims for shortage in weight or count will be entertained unless presented in writing within five (5) business days after receipt of materials by the Buyer. 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 the Seller is given material with detailed instructions as to treatment, the Seller's responsibility shall end with the execution and completion of those instructions. Failure by the Buyer 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. When the Buyer provides specifications for the heat treating service to be provided, makes changes in the kind of materials (i.e. proper alloy designation) to be treated, or changes the process to be used, the Buyer specifically understands and agrees that this **LIMITATION OF LIABILITY** shall remain in effect, but that additional charges for services will be due and owing to cover the additional expense incurred as a result of changes made by the Buyer.

The Buyer agrees there will be no liability on the Seller in contract or tort (including negligence and strict liability) for any special, indirect or consequential damages arising from any reason whatsoever, including but not limited to personal injury, property

damages, 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 Seller.

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

The Seller's services and work are expressly limited to the terms and conditions contained on the face and back of the Seller's quotation, purchase order, sale acknowledgement or other forms. Any different or additional terms contained in any of the Buyer's forms are hereby deemed to be a material alteration and notice of objection to them is hereby given.

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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)