

FIRE SPEC SPRINKLER SUPPLY CO., INC. APPLICATION FOR CREDIT

Credit Department

Attention: Laura Campbell

FAX THIS APPLICATION TO 508-279-0288

DATE: _____

Company: _____

Street(PO Boxes not accepted): _____

City, State & Zip Code: _____

Phone: _____

Fax: _____

Check one below:

Corporation ____

Partnership ____

Individual ____

Officer's, Partners' or Proprietor's Names (including Home Address and Social Security Numbers if a partnership or proprietorship):

Estimated monthly credit requirements from FIRE SPEC: \$ _____

In applying for credit from Fire Spec, the APPLICANT hereby acknowledges FIRE SPEC'S terms and conditions of sale as contained in FIRE SPEC'S TERMS AND CONDITIONS (or Mfgs. Price lists represented by Fire Spec), including, but not limited to, prompt payment discounts and interest penalties for overdue payments, together with all expenses of collection and reasonable counsel fees incurred by FIRE SPEC by reason of our default. We hereby give you permission to contact any of our credit references or other interested parties anytime during our business relationship. We may request a credit application update at anytime during our relationship.

INDUSTRY TRADE REFERENCES

Please list current sources for sprinklers, pipe, fittings, etc, name of fabricators, etc. (Phone and Fax Number **MUST** be listed)

NAME	ADDRESS	CITY	STATE	ZIP	PHONE & FAX
1.)	_____	_____	_____	_____	ph: _____ fx: _____
2.)	_____	_____	_____	_____	ph: _____ fx: _____
3.)	_____	_____	_____	_____	ph: _____ fx: _____
4.)	_____	_____	_____	_____	ph: _____ fx: _____

Bank:

Bank reference, address and account number(s) and phone numbers

Authorized Officer's Or Owner's Signature _____

FED. ID# _____

DUNS# _____

DATE STARTED BUSINESS _____

A faxed copy of this Credit Application and Terms and Conditions will be considered the original.

INCOMPLETE & UNSIGNED APPLICATIONS WILL NOT BE PROCESSED

Important: Tax information:

1. _____ Charge State Tax 2. _____ Tax Rate 3. _____ Not applicable-Exemption Cert. # (attach copy) REV. 9/08/04

Fire Spec, P.O. Box 296, Raynham Center, MA 02768-0296 Ph: 508-279-0058, Fax: 508-279-0288

TERMS AND CONDITIONS FROM FIRE SPEC SPRINKLER SUPPLY CO., INC. (REFERRED TO AS ANY OF THE FOLLOWING: FSI, FIRE SPEC, FIRE SPEC EAST)

P.O. BOX 296, RAYNHAM CENTER, MA 02768-0296

PH: 508 279 0058 FAX 508 279 0288

75 FIRST ST., UNIT 2, BRIDGEWATER, MA 02324

PRICING

PRICES EFFECTIVE AT TIME OF PRINTING AND OR DATED QUOTATIONS. PRICES, TERMS AND CONDITIONS SUBJECT TO CHANGE WITHOUT NOTICE.

PRICES VALID FOR 30 DAYS FROM DATE OF QUOTATION, UNLESS OTHERWISE NOTED. ALL U.S. SALES ARE NET 30 DAYS WITH APPROVED CREDIT. 1.5% INTEREST TO BE CHARGED PER MONTH ON ALL PAST DUE ACCOUNTS.

MINIMUM ORDER

MINIMUM ORDER FOR MATERIAL SHIPMENT IS \$75.00 NET, PLUS APPLICABLE TAXES AND FREIGHT.

TAXES

ALL PRICES ARE QUOTED LESS TAXES, ANY APPLICABLE TAXES TO BE CHARGED ARE THE CUSTOMERS RESPONSIBILITY TO MAKE KNOWN AT THE TIME OF PURCHASE ORDER PLACEMENT.

FREIGHT TERMS

ALL SHIPMENTS ARE FOB POINT OF SHIPMENT, WITH NO FREIGHT ALLOWANCE UNLESS OTHERWISE SPECIFIED. TITLE PASSES TO BUYER AS GOODS ARE RECEIVED BY CARRIER. ALL UPS SHIPMENTS SUBJECT TO SURCHARGE PER PACKAGE. ANY SHIPPING INSTRUCTIONS ARE SUBJECT TO ACCEPTANCE BY SELLER.

RETURNED GOODS

RETURNED MERCHANDISE MUST BE ACCOMPANIED BY WRITTEN AUTHORIZATION FROM SELLER. MATERIAL IS SUBJECT TO A 30% HANDLING CHARGE, PLUS ANY COSTS TO PUT MATERIAL IN SALEABLE CONDITION, INCLUDING BUT NOT LIMITED TO NEW PACKAGING AND ANY TRANSPORTATION. MATERIAL TO BE RETURNED PREPAID. CREDIT TOWARDS FUTURE PURCHASES ONLY. WE LIMIT RETURNS TO MATERIAL SOLD WITHIN THE PREVIOUS THREE MONTHS ONLY, NO EXCEPTIONS.

NON-STANDARD AND SPECIAL ITEMS

NON-STANDARD AND SPECIAL ITEMS ARE NOT SUBJECT TO CANCELLATION OR RETURN. SUCH AS, BUT NOT LIMITED TO: DRY SPRINKLERS AND FIRE PUMPS ORDERED TO SPECIFICATIONS.

DELIVERY AND CLAIMS

SELLER IS NOT LIABLE FOR DELAYS CAUSED BY ACCIDENTS, STRIKES, TRANSPORTATION, FACTORY DELAYS OR RESCHEDULING, WAR, ACTS OF GOD, OR ANY CAUSES BEYOND OUR CONTROL. CLAIMS FOR DAMAGE OR LOSS IN TRANSIT MUST BE REPORTED IMMEDIATELY UPON RECEIPT TO DELIVERING CARRIER AND THE RESPONSIBILITY IS FOR THE PURCHASER AND RECEIVER. CLAIMS FOR ERROR, SHORTAGE OR LOST GOODS MUST BE REPORTED IN WRITING TO SELLER WITHIN 24 HOURS OF RECEIPT OF SHIPMENT.

WARRANTY

SELLER WARRANTS PRODUCTS PER MANUFACTURERS WARRANTIES ONLY. ANY CLAIMS OR LAW SUITS MUST BE MADE DIRECTLY TO THE MANUFACTURERS AND NOT FIRE SPEC OR IT OFFICERS OR OWNERS. FIRE SPEC WILL BE FORTHWITH IN PROVIDING ANY AND ALL CONTACT INFORMATION FOR ANY CLAIM OR INCIDENT TO THE BUYER. AS A REPRESENTATIVE AND OR DISTRIBUTOR WE SHALL NOT BE HELD LIABLE FOR MIS-MANUFACTURED OR DEFECTIVE EQUIPMENT. THE BUYER WILL PRESENT ALL CLAIMS DIRECTLY TO THE MANUFACTURER. **FIRE SPEC SPRINKLER SUPPLY CO., INC.** SHALL BE HELD HARMLESS FOR DAMAGE TO PROPERTY AND LIFE, LEGAL FEES, LABOR CHARGES AND FEES RELATED TO REPLACEMENT OF EQUIPMENT THAT RESULT IN CLAIMS DUE TO THE ABOVE STATEMENT. NO OTHER WARRANTY IS EXPRESSED OR IMPLIED.

LIABILITY

LIABILITY IS LIMITED TO OBLIGATION OF SELLER'S WARRANTY. SELLER IS NOT LIABLE FOR ANY LOSS, DAMAGE OR ADDITIONAL EXPENSE WHETHER BASES UPON WARRANTY, DAMAGE, CONTRACT OR NEGLIGENCE ATTACHED TO THE DESIGN, MANUFACTURE AND SALE OF PRODUCTS OR OF THE ENGINEERING OR SPECIFICATIONS OF THE BUYER. FIRE SPC IS ONLY A DISTRIBUTOR AND IT IS UNDERSTOOD THAT THE BUYER WILL NOT HOLD FIRE SPEC LIABLE FOR PRODUCT DEFECTS OR ANY PRODUCTS PROBLEMS.

GENERAL TERMS

THESE TERMS AND CONDITIONS OF SALE PREVAIL WITH ANY PURCHASE ORDER PLACED WITH THE SELLER. NO MODIFICATIONS, WAIVER, ALTERATION OR ADDITION TO THESE TERMS SHALL BE VALID AS PART OF **BUYER'S** PURCHASE ORDER UNLESS INDIVIDUALLY ACKNOWLEDGED AND ACCEPTED IN WRITING AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF SELLER. IT IS AGREED THAT ALL PURCHASE ORDERS PLACED WITH SELLER, FIRE SPEC. WILL BE PAID IN FULL AND IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF SALE AS STATED ABOVE. SHOULD PURCHASER NOT PAY SELLER ACCORDING TO SAME, IT IS UNDERSTOOD THAT CREDIT PRIVILEGES MY BE WITHDRAWN AND INTEREST WILL BE CHARGED AT A LAWFUL RATE. IF IT IS NECESSARY TO OBTAIN COLLECTION ASSISTANCE, PURCHASER AGREES TO PAY INTEREST AT A RATE ALLOWED BY STATE LAW, COLLECTION FEES AND ANY ATTORNEY FEES OR COURT COSTS. ANY ERRORS IN SPELLING OR GRAMMAR WILL NOT CONSTITUTE THIS DOCUMENT TO BE DISPUTED IN ANYWAY.

AUTHORIZED COMPANY OFFICER MUST SIGN AND ATTACH TO PURCHASE ORDER.

SIGN _____

DATE _____

PRINT _____

TITLE _____