

**E.S.P.**

Expanded Supply Products, Inc.  
3330 Route 9  
Cold Spring, NY 10516  
(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, NY 10516**  
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**CREDIT APPLICATION**

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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 # \_\_\_\_\_  
\_\_\_\_\_

The signature of the undersigned guarantor indicates his personal guarantee and acceptance 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).

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



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.

4. **DELAY.** Seller shall not be liable for failure or delay in delivery due to acts of 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.
5. **TRANSPORTATION CHARGES.** Delivered prices or prices involving competitive transportation adjustments shall be subject to appropriate adjustment to reflect changes in transportation charges.
6. **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 cause alleged to have occurred or existed at or prior to delivery to the carrier unless buyer shall entered full details thereof on its receipt to the carrier. A variation between seller's and buyer's scale weight or theoretical weight determination up to 1% shall be a permissible variation.
7. **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.
8. **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.
9. **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).
10. **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.
11. **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.
12. **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.

- 13. **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.
- 14. **RESTOCKING CHARGES.** Items ordered and later returned by buyer for credit shall be subject to a 25% restocking charge (50% on all returns over 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.
- 15. **WAIVER.** Failure of either party to enforce any right hereunder shall not waive any right in respect to other or future occurrences.
- 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 FSP 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.
- 17. **INTERPRETATION.** The information shown on ESP'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 in application they are planned for and acceptable to the local municipalities.
- 18. **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.
- 19. **SPECIAL ORDER MATERIALS.** Special order items marked with an "s" are non-concellable and non-returnable without prior written approval of the manufacturer.

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:** \_\_\_\_\_  
\_\_\_\_\_