



**Paulo
Products
Company**

**Heat Treaters
And Finishers
Of Metals**

314-647-7500
FAX: 314-647-7582
5620 WEST PARK AVE.
ST. LOUIS, MISSOURI
63110-1890

ST. LOUIS
CLEVELAND
KANSAS CITY
MEMPHIS
MURFREESBORO
NASHVILLE

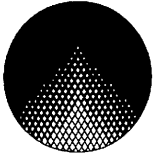
PAULO

CREDIT APPLICATION

If you wish to apply for open account, please direct credit application or inquiries to:

Credit Coordinator
PAULO PRODUCTS COMPANY
5620 West Park Avenue
St. Louis, Missouri 63110

We must receive the original copy of this form, signed by an authorized agent, before we can grant "open" status to any applicant.



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 TREATED, OR THE METAL 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 or 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 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 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.

Liability for all work processed is expressly limited to the terms and conditions contained herein. Any different or additional terms contained in any of the buyer's forms are hereby deemed to be a material alteration hereof and notice of objection to them is hereby given.

GENERAL INFORMATION:

All submitted information will be kept confidential, except where necessary to enforce this agreement.

Name of Business _____

Address _____

City _____ State _____ Zip _____

Business Phone # _____ Business Fax # _____

DBA (Other Trade Names) _____

Billing Address _____

City _____ State _____ Zip _____

Contact Person (Name & Title) _____

Type of Business: (Corp., Partnership, or Etc.) _____

Division of _____ Years in Business _____

Federal I.D. # _____ Dun & Bradstreet # _____

Sales Tax Exemption # _____ State _____

Do you require purchase order or any other identification to process invoices for payment? _____

If yes, what are they? _____

Amount of credit requested _____

NAME(S) OF OWNER(S) AND OFFICERS:

President _____ Vice Pres. _____

Secretary _____ Treasurer _____

Owners _____ Social Security No. if Unincorporated _____

BANK REFERENCE: Please list the bank with whom you maintain your primary borrowing and deposit relationship.

Bank Name _____ Account # _____

Address _____ Acct. Rep. _____

City, State, & Zip _____ Phone # _____

BUSINESS OR TRADE REFERENCES:

Please list references of individuals and companies from whom you have made significant purchases on credit.

Name _____ Phone _____

Address _____ Fax _____

City, State, & Zip _____

Name _____ Phone _____

Address _____ Fax _____

City, State, & Zip _____

Name _____ Phone _____

Address _____ Fax _____

City, State, & Zip _____

TERMS & CONDITIONS:

- 1. Invoices are due upon receipt.
- 2. Paulo reserves the right to charge 1.5% per month, or the maximum rate allowed by law, on all past due balances.

CERTIFICATION:

- 1. The applicant warrants that the above information is true.
- 2. The undersigned certifies that the applicant is solvent, and that the applicant will immediately notify Paulo Products Company if it becomes insolvent. The undersigned further certifies that (he or she) is an agent of the applicant, knowledgeable of the financial conditions of the applicant, and that the undersigned is empowered an authorized to enter into this agreement on behalf of the applicant's behalf.

AGREEMENT:

- 1. The applicant authorizes Paulo Products Company (Paulo) to obtain written and/or oral credit reports from bank references, business references, and credit reporting agencies. The applicant further authorizes Paulo to reinvestigate the applicant's credit status at any time.
- 2. The applicant will pay all costs of collection, including reasonable attorney's fees, court costs, and collection fees incurred in recovering past due amounts.
- 3. Applicant acknowledges receipt of and agrees to conditions in the MTI STATEMENT OF LIMITED LIABILITY which are incorporated in this agreement.
- 4. Applicant acknowledges receipt of and agrees hereafter to accept Paulo's terms and conditions listed above.
- 5. This agreement cannot be altered, except in writing by an authorized representative of Paulo Products Company.
- 6. Missouri law and the City of St. Louis jurisdiction shall govern this agreement.
- 7. No waiver by Paulo of the terms hereof in one instance shall serve as a waiver in any other instance.

DATE _____ SIGNATURE _____

PRINT NAME _____

TITLE (Agent) _____

Applicants will not be discriminated against when applying for credit due to their race, creed or gender.