



5620 West Park Avenue | St Louis, Missouri 63110-1890 | p.(314) 647.7500 | f.(314) 647.7582

St Louis | Cleveland | Kansas City | Murfreesboro | Nashville

CREDIT APPLICATION

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

Credit Coordinator
Paulo
5620 West Park Avenue
St Louis, MO 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)

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 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 TREATED MATERIAL, NOT TO EXCEED FIVE (5) BUSINESS DAYS, WILL NOT VOID THE LIMITATION OF THE 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 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 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 metal 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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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) _____

Email Address: _____

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 OWNDER(S) AND OFFICERS:

President _____

Vice President _____

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.

CERTIFICATIONS:

- 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 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 and authorized to enter into this agreement on behalf of the applicant's behalf.

AGREEMENT:

- 1. The applicant authorizes 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.
- 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.