



PRO-FAB SHEET METAL OF INDIANA, INC.

880 East 99th Court • Crown Point • Indiana 46307
Phone (219) 791-1212 • Fax (219) 791-1313
www.profabsm.com

CONFIDENTIAL CREDIT APPLICATION

Notice: By submitting this Credit Application, the undersigned individually and on behalf of the corporation or other such entity noted below agrees to all terms and conditions of sale set forth below including, but not limited to, joint and several liability, guarantee of payment of all account balances, penalties, service charges, reasonable attorney's fees and court cost incurred.

Name of Firm: _____

Registered Trade Style: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Mailing Address: _____

Former Address: _____

Telephone: () _____ - _____ Fax: () _____ - _____ Year Established: _____

Line of Business: _____

Is this business: _____ Partnership _____ Corporation _____ Other _____

If your company is a corporation, are you a subsidiary or a division of another entity? _____

If so, please show name, address and relationship: _____

Administrative Personnel

Owner(s) or Officers	Title	Address/City/State	Social Security #
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Purchasing Agent: _____

Approximate amount of credit desired: \$ _____

Trade References: (From whom you have purchased in sizable quantities):

PLEASE GIVE COMPLETE ADDRESS, PHONE AND FAX NUMBER

1. _____ Phone: () _____ - _____
_____ Fax: () _____ - _____
2. _____ Phone: () _____ - _____
_____ Fax: () _____ - _____
3. _____ Phone: () _____ - _____
_____ Fax: () _____ - _____
4. _____ Phone: () _____ - _____
_____ Fax: () _____ - _____

Bank Name: _____

Address: _____

City: _____ **State** _____ **Zip Code** _____

Telephone Number: () _____ - _____

Officer Handling Account: _____

TERMS AND CONDITIONS OF SALE

TERMS

All Sales are C.O.D. until an account is established. Once an account is established, full payment for each shipment will be due within 30 days from date of delivery. Pro-Fab Sheet Metal does not offer cash discounts nor does it allow the withholding of retainage. If an invoice is not paid in accordance with these terms, it will be subject to a finance charge of 1% per month, which will be added to the unpaid balance. Pro-Fab Sheet Metal may change the terms and conditions of sale at any time without notice.

PURCHASE ORDERS, CODES AND REQUIREMENTS

All orders placed by telephone must be confirmed in writing, fax or by email to eliminate confusion and error. An estimate must be signed or a purchase order must be given to Pro-Fab Sheet Metal for products to be made. It is the responsibility of the contractor/applicant to determine that proper materials, manufacturing and assembly procedures and both local and SMACNA codes are followed to meet the requirements for a given job. Pro-Fab Sheet Metal extends no assurance that the products provided are adequate in type or quantity for the project or application. The contractor/applicant understands that if any of their employees place an order, then the contractor/applicant will be held fully responsible for all charges incurred.

CANCELLATION

Once orders are accepted and either material has been consumed or labor has been expended, these orders cannot be canceled without compensation paid to Pro-Fab Sheet Metal for work performed plus a reasonable mark-up.

SHIPPING AND ACCEPTANCE OF MATERIALS

All products are shipped F.O.B. Pro-Fab Sheet Metal shop unless noted. Contractor/applicant must check shipment against an enclosed packing list and the order form. No claims for shortages, defects or nonconformity will be accepted after 72 hours from the date the shipment was received. If no claim is made within such period, the contractor/applicant shall be deemed to have waived any rights to claims against Pro-Fab Sheet Metal for such material. The contractor/applicant is also assuming full responsibility for any extra materials requested and delivered to the jobsite.

LIEN RIGHTS

This agreement shall not be deemed a limitation of any rights or remedies that Pro-Fab Sheet Metal has under any federal or state mechanic's lien laws or under any applicable payment bond or any other rights, remedies, powers or privileges now or hereafter existing in law or equity. If payment is not made within 30 days, Pro-Fab Sheet Metal has the right to exercise the option to lien the subject job/project. Any charges, costs and expenses to file a lien and/or release a lien will be charged to the contractor/applicant.

JURISDICTION/VENUE; SERVICE OF PROCESS

Contractor/applicant hereby (i) agrees that any dispute arising out of, connected with, related to, or incidental to this agreement shall be resolved exclusively by state or federal courts located where Pro-Fab Sheet Metal chooses; (ii) irrevocably and unconditionally submits to the jurisdiction of such courts and waives any objection to venue or defense of an inconvenient forum for any proceeding in any such court, and (iii) agrees that the mailing by certified or registered mail to the contractor's/applicant's last known address, return receipt requested, of any process required by any such court shall constitute valid and lawful service of process against them, without the necessity for service by any other means provided by law.

COLLECTION EXPENSES

In the event of any proceedings to collect an amount due from the contractor/applicant to Pro-Fab Sheet Metal, the contractor/applicant shall pay all costs and expenses of any kind for collection, including court costs and attorney's fees.

UNCONDITIONAL PERSONAL GUARANTEE

The contractor/applicant that signed the credit application, individually, as well as on behalf of Corporation, Partnership, LLC, LLP or other such entity, agrees to pay all account balances, penalties, service charges, extra charges, reasonable attorney's fees, and court costs incurred in the collection of their past due account. Liability shall be desired joint and several.

The contractor/applicant further agrees that any line of credit or approved is not a limitation of liability and the applicant expressly agrees individually and on behalf of the Corporation, Partnership, LLC, LLP, or other such entity noted above, to be responsible for charges in excess of credit either desired or approved. This guarantee is a continuing guarantee of payment and all inure to the benefit of Pro-Fab Sheet Metal, from the date the applicant signed the application and shall remain in full force and effect until Pro-Fab Sheet Metal has received written notice of termination by certified mail. Termination of the guarantee by the applicant shall not affect any of the guarantor's obligations hereunder with respect to indebtedness incurred prior to the date that Pro-Fab Sheet Metal receives the termination notice.

The undersigned agrees to all terms and conditions set forth in this document. Furthermore, the contractor/applicant understands that Pro-Fab Sheet Metal will not honor any terms and/or conditions imposed or attached to any purchase order by the contractor/applicant unless signed for and agreed on by the CEO of Pro-Fab Sheet Metal.

Applicant Name: _____ **Applicant Signature:** _____

Date Signed: _____ **Applicant Title:** _____

Subscribed and sworn to before me this _____ **day of** _____, **20** _____

Notary Public: _____