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31597 Outer Hwy 10 S Suite A

Redlands, CA 92373

CREDIT APPLICATION FOR A BUSINESS ACCOUNT

Company Name:

Phone: Fax: E-mail:

Registered Company Address

City: State: Zip Code:

Date Business Commenced: Contractors License Number: Exp Date:

Classification: Responsible Managing Employee: Tax ID:

Sole proprietorship Partnership Corporation Joint Venture Non-Profit Other

Business Type: Plumbing Landscaping Irrigation Repair

Estimated Monthly Purchases: Number of Employees: P.O. Required: Yes No

AP Contact: Phone: Fax: Email:

Authorized Users:

BUSINESS AND CREDIT INFORMATION

Primary Business Address:

City: State: Zip Code:

How long at current address?

Phone: Fax: E-mail:

Bank name:

Bank Address: Phone:

City: State: Zip Code:

PRINCIPALS

Name: SS#: Phone: Fax:

Address: City: State: Zip Code:

Name: SS#: Phone: Fax:

Address: City: State: Zip Code:

BUSINESS/TRADE REFERENCES

Company Name: Contact Person:

Phone: Fax: E-mail:

Type of Account:

Company Name: Contact Person:

Phone: Fax: E-mail:

Type of Account:

Company Name: Contact Person:

Phone: Fax: E-mail:

Type of Account:

AGREEMENT

See attached Terms and Conditions for complete description of obligations

SIGNATURES

Applicant certifies that it is solvent and capable of meeting its obligations hereunder, and that all information (including any requested financial statements) provided to Pro-Pipe & Supply and/or its subsidiaries and affiliates is true, accurate and complete. All such information has been submitted for the purpose of obtaining credit. Applicant and each Guarantor authorize Pro-Pipe to request credit reports from credit bureaus (including consumer reporting agencies) regarding their respective commercial or personal credit and otherwise to investigate their respective creditworthiness before extending credit now or at any time in the future. Applicant also agrees to comply with all applicable bulk sales laws. Applicant agrees that all Terms and Conditions on attached page of this Credit Application, as the same may be amended from time to time, shall apply to all sales and extensions of credit made to Applicant by Pro-Pipe & Supply.

To induce the extension of credit to the Applicant, Guarantor (jointly and severally, if more than one), hereby guarantees payment of all existing and future indebtedness of Applicant to Pro-Pipe & Supply, including any costs, expenses, and reasonable attorney's fees payable as a consequence of Pro-Pipe's collection efforts. This personal guarantee is absolute, complete, irrevocable and continuing and it shall not be necessary for Pro-Pipe to give notice to Guarantor of any extension of credit to the Applicant, any renewal thereof, any modification of the terms thereof, or Pro-Pipe's arrangements with any other Guarantor. Guarantor may by written notice to Pro-Pipe at the address above (Attn: Credit Dept.) terminate its guaranty as to any new extensions of credit to Applicant made more than ten days after such written notice, but Guarantor shall continue to be obligated in respect of any credit extended within ten days after Pro-Pipe's receipt of such notice and any credit Pro-Pipe remains obligated to extend to Applicant at the close of business on the tenth day following Pro-Pipe's receipt of such notice. Guarantor agrees to provide personal finance information as reasonably requested by Pro-Pipe.

Signature: Printed Name: Date:

Signature: Printed Name: Date:

PRO-PIPE USE ONLY

Approved by: Credit Limit

Approval Date: Pricing Level:

Terms and Conditions

This application for the extension of credit and agreement (hereinafter "Agreement") is made on the date stated on the front page hereof. The information provided herein is given by the undersigned credit applicant, hereinafter referred to as "Applicant", in order to induce Pro-Pipe & Supply, hereinafter referred to as "Pro-Pipe" to open a credit account for Applicant. In consideration of Pro-Pipe reviewing this information, making credit inquiries and/or opening such a credit account, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Applicant agrees as follows:

- 1 Applicant authorizes and consents to Pro-Pipe obtaining any and all information it deems necessary from any and all sources. Applicant waives any and all rights it has or may have to recover in damages for any reason whatsoever from said sources of information concerning Applicant. Without limiting the foregoing, Applicant authorizes Pro-Pipe to obtain a written or oral credit report from any reporting agency. Applicant further authorizes any bank or commercial business with which Applicant is doing or has done business to provide Pro-Pipe with any and all information regarding Applicant requested by Pro-Pipe. Applicant further authorizes Pro-Pipe to reinvestigate Applicants credit from time to time as Pro-Pipe deems necessary in its sole and absolute discretion. Pro-Pipe reserves the right to limit or terminate any extension of credit to Applicant in Pro-Pipes sole and absolute discretion.
- 2 Applicant represents that Applicant is a duly licensed contractor and that any goods supplied by Pro-Pipe pursuant hereto are intended for use in the direct performance of a construction contract.
- 3 If Pro-Pipe opens a credit account for Applicant, payment for all Applicants purchase shall be due 30 days from date of invoice. Amounts not paid when due shall be subject to a late payment charge of 1½% per month. No addition credit will be extended to past due accounts unless satisfactory arrangements are made with Pro-Pipe's credit department. In the event that Applicants account is past due, or if at any time, in the opinion of Pro-Pipe, the financial responsibility of Applicant becomes impaired or unsatisfactory, Pro-Pipe may, in Pro-Pipe's sole and absolute discretion, suspend all sales to applicant, and/or close Applicants credit account, and in either even declare the entire balance on Applicant's credit account immediately due and payable, without prior notice or demand. Applicant waives any and all claims, causes of action and damages arising from such action of Pro-Pipe. Applicant authorizes and consents to Pro-Pipe applying all payments and credits as follows: first to cost of collection, if any; next to interest accrued; and finally, to such unpaid invoice amounts as Pro-Pipe shall, in its sole discretion, determine. The remedies of Pro-Pipe described herein are not exclusive.
- 4 Applicant agrees to provide Pro-Pipe with a current financial statement, including Balance Sheet and Statement of Profit or Loss, within a reasonable time after Pro-Pipe requests same. Applicant will immediately advise Pro-Pipe in writing at the address referenced on its invoices of any change which occurs, or which Applicant anticipates will occur, with respect to any of the information herein which could reasonably effect Applicant's ability to pay, and until Pro-Pipe's receipt of such new information Applicant represents and warrants that Pro-Pipe may continue to rely on information herein. Any actual or anticipated change in Applicant's form of business organization must be communicated to Pro-Pipe immediately in writing, transmitted by certified mail; provided, however no such change shall be effective between the parties without Pro-Pipe's explicit written acceptance thereof, which may be withheld in Pro-Pipe's sole and absolute discretion.
- 5 Pro-Pipe shall not be liable for any delay or default in the delivery resulting from any cause beyond their control, including, but not limited to, governmental action, strikes or other labor troubles, fire, damage or destruction of goods, wars (declared or undeclared), acts of terrorism, manufacturer's shortages, availability or timeliness of transportation, materials, fuels, or supplies, acts of God (each a "Force Majeure Event"). Upon the occurrence of a Force Majeure Event: (a) the time for Pro-Pipe's performance shall be extended reasonably and the Parties shall adjust all affected dates accordingly; (b) the purchase price shall be adjusted for any increased cost to Pro-Pipe resulting from such Force Majeure Event; and (c) Applicant shall not be entitled to any other remedy.
- 6 Pro-Pipe is a reseller of goods only, and as such does not provide any warranty for the goods it supplies hereunder. Notwithstanding this As-Is limitation, Pro-Pipe shall pass through to Applicant any transferrable manufacturer's standard warranties with respect to the goods purchased hereunder. APPLICANT AND ALL PERSONS CLAIMING THROUGH THE EXCLUSIVE RECOURSE OF APPLICANT AND PERSONS CLAIMING THROUGH APPLICANT FOR DEFECTIVE GOODS, WHETHER THE CLAIM OF THE APPLICANT OR THE PERSON CLAIMING THROUGH APPLICANT SHALL SOUND IN CONTRACT, TORT, STRICT LIABILITY, PURSUANT TO STATUTE, OR NEGLIGENCE. APPLICANT SHALL PASS THESE TERMS TO SUBSEQUENT BUYERS AND USERS OF GOODS. PRO-PIPE EXCLUDES AND DISCLAIMS ALL OTHER EXPENSES AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. PRO-PIPE ASSUMES NO RESPONSIBILITY WHATSOEVER FOR PRO-PIPE'S INTERPRETATION OF PLANS OR SPECIFICATIONS PROVIDED BY THE APPLICANT, AND APPLICANT'S ACCEPTANCE AND USE OF GOODS SUPPLIED HEREUNDER SHALL BE PREMISED ON FINAL APPROVAL BY APPLICANT OR BY APPLICANT'S RELIANCE ON ARCHITECTS, ENGINEERS, OR OTHER THIRD PARTIES RATHER THAN ON PRO-PIPE'S INTERPRETATION. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT, WHETHER IN CONTRACT, WARRANTY, INDEMNITY, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), STRICT LIABILITY OF OTHERWISE, ARISING DIRECTLY OR INDIRECTLY OUT OF THE PERFORMANCE OR BREACH OF THESE TERMS, SHALL PRO-PIPE BE LIABLE FOR (a) ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL OR SIMILAR DAMAGES SUCH AS LOSS OF USE, LOST PROFITS, ATTORNEY'S FEES OR DELAY DAMAGES, EVEN IF SUCH DAMAGES WERE FORESEEABLE OR CAUSED BY PRO-PIPE'S BREACH OF THIS AGREEMENT, (b) ANY CLAIM THAT PROPERTY IS A CLAIM AGAINST THE MANUFACTURER, OR (c) ANY AMOUNT EXCEEDING THE AMOUNT PAID TO PRO-PIPE FOR GOODS FURNISHED TO APPLICANT WHICH ARE SUBJECT OF SUCH CLAIM(S). ALL CLAIMS MUST BE BROUGHT WITHIN ONE YEAR OF ACCRUAL OF A CAUSE OF ACTION.
- 7 The person(s) signing below on behalf of Applicant hereby certify(ies) that (a) he/she/they is/are authorized to sign this Agreement on behalf of Applicant, and (b) the information contained herein is true and complete. Declared under the penalty of perjury under the laws of the United States, that the foregoing is true and correct.

Dated this _____ day of _____, 20_____

Applicant _____ Seller _____

***By initialing below you acknowledge that you have read and agree to the above terms and conditions.**

Initial: _____