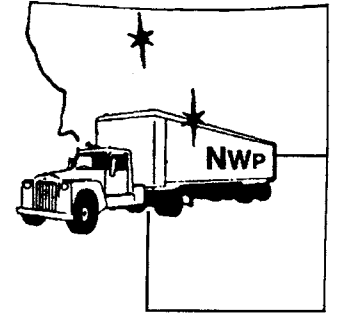


an independent wholesale distributor



NORTHWEST PIPE FITTINGS, INC.

“Serving the Industry Since 1957”



CREDIT APPLICATION

To properly service your account, please fill out the enclosed information.

The Credit Department is available to answer questions on any of the information.

We appreciate this opportunity to provide our products and service to your and/or your company.

We look forward to a long-standing and good relationship

Sincerely,

Credit Manager
Credit Department Fax: (406) 248-4084

CN. _____

Date _____

1. Business Name _____

2. Street Address _____

City State Zip

3. Billing Address _____

Check box if same as line 2 City State Zip

4. Type of Business: Corporation _____ Partnership _____ Sole Proprietor _____

Limited Liability Co. _____ S Corp _____

5. Service Performed by Your Business _____

6. Annual Estimated Purchases \$ _____

7. Years in Business _____ 8. Contractors or Master Plumbers License # _____

9. To Whom License Registered _____

10. Corporation or partnership list names of officers/partners: Name, Position, Address

BILLING INFORMATION

11. Business phone number _____ FAX Number _____

Cell Number _____ E-mail _____

12. Owner _____ Accts Payable Contact _____
(OF)

13. a. Please mark how you would like the month end statement sent. Mail Fax Email

b. Please mark how you want invoice copies sent. Mail Fax Email

14. Is a Purchase Order Required? (Y / N) 15. Do you need a month-end statement? (Y / N)

16. Do you need a priced packing slip? (Y / N) 17. Do you need order confirmed? (Y / N)

18. Please list authorized Purchasers, if required _____

19. Do you require sales tax to be charged? (Y / N) Complete only if applicable

a. If no, please send resale number with application _____

b. If yes, please list _____
Percentage County State

20. Name of Bonding Company, Agent's Name and Phone # _____

21. List three Wholesale References (Name, Address, Phone, Fax, Acct. #)

Name _____	Name _____	Name _____
Address _____	Address _____	Address _____
City/St _____	City/St _____	City/St _____
Acct. # _____	Acct. # _____	Acct. # _____
Phone _____	Phone _____	Phone _____
Fax # _____	Fax # _____	Fax # _____

22. Bank _____ Telephone _____
 City _____ State _____

23. Type of Accounts: Checking # _____
 Savings # _____ Loan # _____

24. Whom to Contact at Bank: _____

I/We hereby authorize you or your agent/representative to secure a credit report and agree to the release of credit information. This authorization shall be continuing without expiration and a photocopy or fax copy shall be given the same effect as the original.

Company Name _____

By: _____ **Title:** _____

Signature: _____ **Date:** _____

AGREEMENT OF UNCONDITIONAL GUARANTY

This Agreement is made this day by between _____ (“Debtor”),
 _____ (“Guarantor”), and Northwest Pipe Fittings, Inc. (“Seller”).

A. The Debtor has agreed to buy goods and the Seller to sell good pursuant to an Application and terms of Sales Agreement (the “Agreement”);

B. Seller also requires this guaranty (the “Guaranty”) because it wants the shareholders or owners to guaranty full payment and performance of the Debtor;

C. Guarantor is willing to sign this Guaranty;

It is agree that:

Guarantor unconditionally promises and guarantees to Seller payment of any and all amounts the Debtor owes to Seller under the Agreement (the “Indebtedness”).

Seller is not required to collect or attempt to collect from the Debtor, but may sue the Guarantor without suing the Debtor. Seller can apply payments or property it receives from Debtor in any manner to satisfy the Debtor’s obligations, even though that may not reduce the Guarantor’s obligation.

The Seller can also renew compromise, extend, accelerate or otherwise change the time for payment of, or otherwise change the terms of the Indebtedness, even without the Guarantor’s approval or consent.

This Guaranty shall continue in full force until terminated by written notice delivered by Guarantor to Seller personally or by certified mail. If the Guarantor terminates this Guaranty it will not impact the Guaranty of Indebtedness guaranteed prior to termination. Even after termination, this Guaranty will continue to remain in full force and effect with respect to the Indebtedness outstanding and owing from Debtor to Seller at the time such notice is received by Seller, including all renewals, extensions, and refinancing of such amounts after notice of termination is received.

In the event an action is brought by any party under this Agreement to interpret or enforce any of its terms it is agreed that the prevailing party shall be entitled to reasonable attorneys’ fees.

Guarantor

Signature: _____

Printed Name _____

Date: _____

PLEASE CONTINUE ON TO NEXT PAGE

“TERMS OF SALE”

1. **MONTHLY ACCOUNTING PERIOD** - Our receivables are closed at approximately month's end.
2. **Our TERMS OF SALE** - will be specified on the invoice.
3. **LATE PAYMENT** - A 1¹/₂% time pay differential will be charged on all past due accounts. This represents an annual service charge of 18%.
4. **RETURN OF MERCHANDISE** - Material will not be accepted for return without a completed returned goods report. These are available from any salesman, or by contacting the Northwest Pipe office. It is especially important that the invoice number of the original purchase be referenced on the returned goods report.

If the material is a normal stock item for Northwest Pipe Fittings and is in saleable condition, the return policy will be as follows:

- a. If returned within 30 days of purchase, with proof of purchase, Northwest Pipe Fittings may, at its discretion, charge a handling fee.
- b. If returned after 30 days from date of purchase, with proof of purchase, there will be a minimum of 25% restocking charge.

Proof of purchase can include a copy of the packing slip, the invoice, or the invoice number.

Non-stock items for Northwest Pipe Fittings may be returned only after written permission is issued by the company. If the material will be accepted for return by the factory, credit will be given for the purchase price of the material less freight-out, handling, and restocking charges assessed us by the factory.

If the material is a non-stock item for Northwest Pipe Fittings and will not be accepted for return by the factory, no credit will be issued. No credit will be given for material that wasn't purchased at Northwest Pipe Fittings.

5. **WARRANTY DISCLAIMERS** - Since the goods sold hereunder are not manufactured by it, Northwest Pipe Fittings, Inc. makes no warranties or representations, express or implied, as to workmanship, performance, quality, durability, fitness for purpose or merchantability for any of the articles it sells. This disclaimer is for all liability including, among others, liability for consequential and special damages. The only warranties applying to such articles are those which are written and are specifically provided by the manufacturer. Northwest Pipe Fittings makes no warranties, but it does maintain and provide to any customer, upon request, information concerning the manufacturer's warranties. **THE WARRANTY EXPRESSED IN THIS PARAGRAPH IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE.**
6. **QUOTATIONS, RECEIPT OF ORDERS AND ACKNOWLEDGEMENTS** - As to quotations by Northwest Pipe and as to the receipt of customer orders and the acknowledgement of such orders, all the following shall apply:
 - a. The obligation of Northwest Pipe to supply the goods is expressly conditioned on the manufacturer continuing to produce such goods and unless otherwise indicated prices are based on no change in price by the manufacturer.
 - b. Except as above noted, prices are firm for 30 days.
 - c. Changes from any quotation or order accepted by Northwest Pipe, including a reduction in quantities, deletion of items, and delays as to release dates, may result in price changes.
 - d. Northwest Pipe reserves the right to accept or reject all purchase orders, whether issued as to terms quoted, or otherwise.
 - e. If in the judgement of Northwest Pipe the financial condition of Buyer at the time the goods are ready for shipment does not justify the extension of credit, Northwest Pipe reserves the right to require full payment in cash before shipment or delivery.
 - f. In all quotations it is the responsibility of the bidding contractor to verify that the items and quantities quoted are correct. Although Northwest Pipe will endeavor to quote in accordance with the plans and specifications, or other information submitted, it makes no warranties or guaranties in this regard, and assumes no responsibility for correctness as to quantities, fitness for purpose or performance. In those instances where approved drawings are required and submitted, no goods will be released until approved copies have been returned.
 - g. All standard and special "terms and conditions" of sale, in effect by the various manufacturers of the material offered in this quotation, shall be considered in their entirety as a part of the Northwest Pipe terms and conditions of sale in the same manner as if fully written out in this quotation.
7. **DELIVERY** - Shipping dates given in advance of actual shipment are estimated. Northwest Pipe shall not be liable for failure to perform or delay in performance resulting from fire or other casualty loss, labor difficulties, transportation problems, interruptions or delays in the usual source of supply or any other cause beyond its reasonable control. All direct shipments are F.O.B. point of shipment, and each shipment or delivery shall be considered a separate and independent transaction. Responsibility for filing claims with the manufacturer or carrier, as the case may be, rests with the Buyer.
8. **TAXES** - The prices for goods do not include any sales, use or other taxes or charges payable to state or local authorities. To the extent that such taxes do not appear as an additional separately itemized charge, Buyer certifies that the sale of the goods is exempt from such tax and Buyer assumes the liability for any such tax which may be found to be due, hereby agreeing to indemnify and hold Northwest Pipe harmless with respect thereto.
9. **MINIMUM INVOICE CHARGE: \$3.00**
10. **COLLECTION COSTS** - Interest costs, collection costs and reasonable attorney fees will be paid by the debtor if collection proceedings are necessary.

I(we) agree to the terms and conditions of sale that are shown on this form, and the applicant will adhere to these terms.

Date

Signature of Officer/Owner

EIN/TIN

Social Security #

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