



ACCOUNT APPLICATION

12375 Brown St. • Riverside, CA 92509
 PH: (951) 682-3307 • FX: (951) 682-3406

FOR THE PURPOSE OF ESTABLISHING CREDIT ACCOMMODATIONS OR UPDATING CREDIT INFORMATION. THE FOLLOWING IS PROVIDED

Applicant's Business Name		Phone			
		FAX			
Street Address		City	State Zip		
Mailing Address		City	State Zip		
Type of Business	<input type="checkbox"/> Contractor/Mechanical <input type="checkbox"/> Contractor/Piping <input type="checkbox"/> Agriculture <input type="checkbox"/> Contractor/General	<input type="checkbox"/> HVAC <input type="checkbox"/> Industrial <input type="checkbox"/> Irrigation <input type="checkbox"/> Oil Company	<input type="checkbox"/> Plumbing New <input type="checkbox"/> Refinery <input type="checkbox"/> Supplier/Wholesaler <input type="checkbox"/> Utility (Private)	<input type="checkbox"/> Utility (Public) <input type="checkbox"/> Waterworks <input type="checkbox"/> Other	Date Business Started
Name of Contractor License Holder	Contractor License Number	Type of License	Expiration Date	Bonding Company	
Check One <input type="checkbox"/> LLC <input type="checkbox"/> Sole Owner <input type="checkbox"/> Partnership (List Partners) <input type="checkbox"/> Corporation (List Officers)			If a Corporation, under what state? _____ Date Incorporated _____ Federal Tax No. _____		

PRINCIPAL'S INFORMATION

Principal's name (Please Type or Print) 1. _____ Title	Home: <input type="checkbox"/> Own <input type="checkbox"/> Rent Street Address _____ City State Zip	Home Phone Number (____) _____ Social Security Number _____ Date of Birth ____/____/____	Driver's License No. _____ Marital Status _____ Spouse's Name _____
Principal's name (Please Type or Print) 2. _____ Title	Home: <input type="checkbox"/> Own <input type="checkbox"/> Rent Street Address _____ City State Zip	Home Phone Number (____) _____ Social Security Number _____ Date of Birth ____/____/____	Driver's License No. _____ Marital Status _____ Spouse's Name _____
Principal's name (Please Type or Print) 3. _____ Title	Home: <input type="checkbox"/> Own <input type="checkbox"/> Rent Street Address _____ City State Zip	Home Phone Number (____) _____ Social Security Number _____ Date of Birth ____/____/____	Driver's License No. _____ Marital Status _____ Spouse's Name _____

Are products purchased for resale? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please attach resale card. Resale # _____
Have you ever applied for or been extended credit at <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, under what name? _____
Has any principal of your company filed bankruptcy? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please explain. _____
Has this company or predecessor company ever filed bankruptcy? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please explain. _____

PURCHASES What are your average monthly purchases of materials from all sources of supply? \$ _____	What is your estimate of monthly purchases from? \$ _____	If a contractor, do you buy material on a job basis? <input type="checkbox"/> YES <input type="checkbox"/> NO	Will you supply information for preliminary job notices? <input type="checkbox"/> YES <input type="checkbox"/> NO	Number of invoices required? _____
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C R E D I T R E F E R E N C E S	①	NAME	PHONE ()	FAX ()
		STREET	CITY	STATE ZIP
	②	NAME	PHONE ()	FAX ()
		STREET	CITY	STATE ZIP
	③	NAME	PHONE ()	FAX ()
		STREET	CITY	STATE ZIP
	④	NAME	PHONE ()	FAX ()
		STREET	CITY	STATE ZIP

①	NAME OF BANK	PHONE ()	FAX ()
	BRANCH ADDRESS	COMMERCIAL ACCOUNT #	LOAN ACCOUNT # PERSONAL ACCOUNT #
②	NAME OF BANK	PHONE ()	FAX ()
	BRANCH ADDRESS	COMMERCIAL ACCOUNT #	LOAN ACCOUNT # PERSONAL ACCOUNT #

CREDIT AGREEMENT: All goods sold to Applicant are sold and purchased pursuant to the terms and conditions set forth on this application and on Imperial Pipe's printed invoices. In the event of a conflict between Imperial Pipe's terms and conditions and any terms in Applicant's purchase order or other documents, Imperial Pipe objects to Applicants terms and Imperial Pipe's terms shall be controlling. It is specifically agreed that any past due balance shall be paid by Applicant or by Guarantor(s) at Imperial Pipe's Credit Dept., 12375 Brown St., Riverside, CA 92509.

PERSONAL GUARANTY: I/We sign this Credit Application and Credit Agreement on behalf of Applicant, and, as an individual(s), jointly and severally, personally guaranty payment of all present and future indebtedness of Applicant to Imperial Pipe and waive all notices from Imperial Pipe and waive the right to require Imperial Pipe to proceed against Applicant. I/We also agree that our personal liability hereunder shall not be deemed to be released or discharged by: any extension of time; by any other modification, substitution, settlement, supplement or compromise granted to Applicant; by any change in the legal form of ownership of Applicant; or, by any change whatsoever in the business relationship between Imperial Pipe and Applicant including but not limited to any change in credit terms, amount of credit, or amount of service charges on past due accounts; or by the transfer of new or additional security by Applicant or by the undersigned to Imperial Pipe. Liability under this Guaranty shall not be released or terminated by Imperial Pipe's failure to exercise diligence in enforcing its rights against Applicant or against the undersigned. This is an absolute and continuing Guaranty.

CERTIFICATION AND NOTICES: I/We certify that everything stated on this application, and/or attachment is true to the best of my/our knowledge. All goods invoiced to Applicant by Imperial Pipe shall be sold in reliance upon the information contained in, or attached to the document. The liability created by this document can be limited or terminated (by Applicant or Guarantor) only by a clear written notice sent by certified, return receipt mail, addressed to: Imperial Pipe, Attention: Credit, 12375 Brown St., Riverside, CA 92509. Applicant specifically authorizes any of its suppliers and/or banks to disclose to Imperial Pipe any credit information regarding Application as may be requested by Imperial Pipe.

PAST DUE ACCOUNTS: Any action to collect past due balances or to enforce the Personal Guaranty, may be filed in the Los Angeles Municipal Court, the Los Angeles Superior Court or the Federal District Court in Los Angeles. In the event of a default in payment of Applicant's account with Imperial Pipe, Imperial Pipe may institute legal action to enforce mechanic's lien, stop notice, or joint-check agreement rights with respect to goods sold by Imperial Pipe to Applicant; and, add to Applicant's account all fees and costs incurred as a result of such legal action. Such costs and fees may be added to Applicant's account either during the litigation or at the conclusion of the litigation. Furthermore, in the event of a default in payment of Applicant's account with Imperial Pipe, Imperial Pipe shall also be entitled to: (i) service charges in the amount of 1 1/2% per month on past due balances and (ii) in the event of suit against Applicant, Applicant and Guarantor agree to pay the full amount of Imperial Pipe's actual attorney fees, plus other normal litigation costs: or (iii) in the event of assignment to a collection agency debtor will pay actual collection fees charged by collection agency to Imperial Pipe.

This document may be executed and transmitted to Imperial Pipe by facsimile machine and the facsimile transmission to Imperial Pipe shall be deemed an original and shall be binding upon the undersigned upon its receipt by Imperial Pipe.

Name (Please Print)	Name (Please Print)
Signature	Signature
Date	Date

THIS APPLICATION WILL NOT BE PROCESSED UNLESS SIGNED ABOVE.
PLEASE FAX YOUR COMPLETED AND SIGNED APPLICATION TO THE NUMBER BELOW
12375 Brown St. • Riverside, CA 92509
PH: (951) 682-3307 • FX: (951) 682-3406
www.imperialpipe.com



IMPERIAL PIPE
Standard Terms And Conditions Of Sale

1. PRICES AND SHIPPING TERMS. All Prices by Imperial Pipe are subject to change without notice. Prices do not include any taxes and, where applicable, such taxes shall be invoiced as a separate item and paid by the Buyer. All sales are made f.o.b. point of shipment. In all cases, title shall pass upon delivery to the carrier at point of shipment and thereafter all risk of loss or damage shall be upon Buyer. All Prices and items shown as "freight allowed" pertain to particular items and quantities. Any deviation after placement of order will be subject to a price increase, additional freight charges and/or manufacturer's terms and conditions, if applicable. Imperial Pipe shall have the right to make partial shipments and invoice Buy for such partial shipments. All weights and dimensions are approximate. All labor or mechanical facilities required to unload shall be provided by Buyer without any cost to Imperial Pipe.

2. DELIVERY. Factory shipping dates given in advance of actual shipment are estimates and shall not be deemed to represent fixed or guaranteed shipping dates. Imperial Pipe shall not be liable for failure to deliver or for delay in delivery or performance due to a cause beyond its reasonable control, an act of God, act or omission of Buyer, act or civil or military authority, governmental priority or other allocation or control, fire, inclement weather, strike or labor difficulty, riot or other civil disturbance, insolvency or other inability to perform by the manufacturer, delay in transportation or any other commercial impracticability. In the event of any such delay, the date for delivery or performance shall be extended for a period equal to the time lost by reason of delay. If Buyer requests to extend the delivery time for products which are ready for shipment, Imperial Pipe reserves the right to invoice Buyer for such goods and charge warehouse and/or storage fees until shipment is made.

3. PAYMENT AND FINANCIAL CONDITION. Any order for goods by Buyer shall constitute a representation that Buyer is solvent. If, in the judgment of Imperial Pipe, the financial condition of the Buyer at the time of manufacture or shipment does not justify the terms of payment specified, Imperial Pipe reserves the right to require full or partial payment from Buyer or other adequate assurance or performance before manufacture or shipment. Imperial Pipe reserves the right to suspend its performance until such payment or adequate assurance of performance has been received. Further, Imperial Pipe may suspend manufacture or shipment of any goods for which Imperial Pipe has not already received payment whenever Buyer is in default under this or any other contract of sale between Imperial Pipe and Buyer. Any costs incurred by Imperial Pipe as a result of suspending or interrupting performance shall be paid by Buyer. All invoices from Imperial Pipe are due and payable to Imperial Pipe, net thirty (30) days, unless otherwise expressly agreed in writing. Payment to Buyer from Buyer's customers, if any, shall not be a condition precedent to Buyer's obligation to make payment to Imperial Pipe. Retention is not allowed. If payment is not made when due, Buyer agrees to pay a charge on the amount past due at the rate of up to 1 1/2% per month (18% per annum) or the maximum lawful rate, whichever is less. Nothing herein shall be deemed to extend or otherwise modify Buyer's obligation to make payment when due. In the event of default, Buyer agrees to pay Imperial Pipe's actual attorney's fees, if any, and all costs incurred by Imperial Pipe in the collection of any monies due from Buyer.

4. LIMITED WARRANTIES.

(a) Products Manufactured by Imperial Pipe: Imperial Pipe warrants that the products manufactured or processed by Imperial Pipe will be free from defects in material and workmanship for Ninety (90) days from date of shipment. Imperial Pipe's sole obligation and Buyer's exclusive remedy in connection with Imperial Pipe's processed or value added products shall be limited, at Imperial Pipe's option, to either replacement of products not conforming to the warranty or credit to Buyer's account for the invoiced amount of the non-conforming products.

(b) Products Manufactured by Others: The products distributed by Imperial Pipe (whether sold separately or incorporated into another product) are the products of reputable manufacturers. Imperial Pipe shall use its best efforts to obtain from each manufacturer, the manufacturer's warranty (copies of which will be furnished upon written request) or customary practice for the repair or replacement of products that may prove defective in material or workmanship. Imperial Pipe's only obligation with respect to products manufactured by others is to present Buyer's claim to the Manufacturer. Buyer agrees that the liability of Imperial Pipe shall not exceed any adjustment offered or accepted by the Manufacturer.

(c) Miscellaneous: Any claim under this Warranty must be made by Buyer to Imperial Pipe in writing within five (5) days of Buyer's discovery of the claimed defect, but in no event later than one year from the delivery date. Buyer's failure to notify Imperial Pipe of such non-conformity as required herein shall bar Buyer from recovery under this Limited Warranty, EXCEPT AS TO TITLE, THERE ARE NO OTHER WARRANTIES, EITHER WRITEN, ORAL, IMPLIED OR STATUTORY RELATING TO THE DESCRIBED GOODS. NO IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE SHALL APPLY.

5. CLAIMS. Within five (5) days after receipt of products. Buyer shall notify Imperial Pipe in writing of any claim for non-conformity, shortages, errors in shipment or errors in charges. Failure to so notify Imperial Pipe shall constitute conclusive evidence that Imperial Pipe has satisfactorily performed and that Buyer has accepted the products and waived any right to reject the products. Products may be returned only upon Imperial Pipe's prior written authorization. Imperial Pipe's liability is limited to replacing non-conforming products or to allow credit to the extent of invoice amount of such products. at Seller's option. Seller shall be given reasonable opportunity and access to investigate the merits of any claim made by Buyer.

6. LIMITATION OF LIABILITY. Imperial Pipe's liability on any claim for loss or damage arising out of any contract or from performance or breach of such contract, or connected with the supplying of any goods, or their sale, resale, operation or use, whether based on contract, warranty, tort (including negligence) or other grounds, shall not exceed the price allocable to such goods or part thereof involved in the claim. Imperial Pipe shall not in any event be liable, whether as a result of breach of contract, warranty, tort (including negligence), or other grounds for labor charges, "in and out" charges, special, consequential, incidental, liquidated or penal damages including, but not limited to, loss of profits or revenue, loss of use of the product or any associated product, cost of capital, cost of substitute products, facilities or services, downtime costs, or claims or Buyer's customers for such damages. If Imperial Pipe furnished Buyer with advice or other assistance, which concerns any goods supplied hereunder, or any system or equipment in which any such goods may be installed, and which is not required pursuant to Imperial Pipe's Quotation, if any, the furnishing or such advice or assistance will not subject Imperial Pipe to any liability, whether based on contract, warranty, tort (including negligence) or other grounds.

7. HAZARDOUS BUSINESS. Unless otherwise agreed in writing by an authorized representative of Imperial Pipe, goods sold hereunder are not intended for use in connection with any hazardous activity or any other critical application where failure of a single component could cause substantial harm to persons or property. If so used, Imperial Pipe disclaims all liability for any damage, contamination or other injury and Buyer shall indemnify and hold Imperial Pipe harmless from such liability, whether as a result of breach of contract, warranty, tort (including negligence) or other grounds.

8. IMPROPER ACT OF BUYER. Buyer shall indemnify, defend, and hold Imperial Pipe harmless from any claim, liability, damages lawsuits, and costs (including attorney's fees), whether for personal injury, property damage or other, brought by or incurred by Buyer, Buyer's employees, Imperial Pipe's employees, or any other person, arising out of improper selection, improper application or other misuse or products purchased from Imperial Pipe, or failure to follow Imperial Pipe's application and safety instructions.

9. CANCELLATION AND RETURNED GOODS. Orders placed by Buyer may not be canceled, except upon Imperial Pipe's prior written consent and the payment of all cancellation charges, if any. The amount of credit, if any, allowed to Buyer for returned goods shall be at the sole discretion of Imperial Pipe and may provide for a restocking charge. All special order materials and processed materials and fabricated materials are non cancelable and non returnable. In the event of cancellation and or return without Imperial Pipe's consent, Imperial Pipe shall be entitled to recover any and all damages suffered by Imperial Pipe as the result of Buyer's cancellation.

10. ASSIGNMENT. The assignment by Buyer or any of all of its duties or rights hereunder, without the prior written consent of Imperial Pipe, shall be void.

11. GENERAL. All others are subject to acceptance by management or Imperial Pipe. Any representation, affirmation of fact and course of dealings, promise or condition made in connection herewith or usage or trade not incorporated herein, shall not be binding on either party. No waiver, alteration or modification of any of the provisions hereof shall be binding upon Imperial Pipe unless specifically assented to in writing by Imperial Pipe. Waiver by Seller of any breach of any provision herein shall not be considered a waiver of any other or future breach of the same provision or of other provisions. The validity, performance, and all matters relating to the interpretation and effect of this agreement shall be governed by the laws of California. Buyer agrees that any legal action filed with respect to the sale of products by Imperial Pipe or to collect monies due to Imperial Pipe, may be commenced in Los Angeles, California.

JOB PRELIMINARY INFORMATION SHEET

SUBCONTRACTOR:

Name:

Address:

Purchase Order #

Job or Project No.:

JOB DESCRIPTION:

Complete Address (including City, State & Zip) or Job Site Description:

Tract No. (If applicable):

LENDER:

Name:

Address:

BOND INFO:

Name of Surety:

Address

Telephone No. _____ **Bond No.** _____

OWNER:

Name:

Address:

City, State & Zip Code

**PRIME/GENERAL
CONTRACTOR:**

Name:

Address:

Phone No:

Estimated value of materials to be purchased

