

A. H. HARRIS & SONS, INC. Municipal Application for Credit

Municipality Name: _____

Phone: _____ Fax: _____

Mailing Address: _____

Physical Address: _____

City: _____ State: _____ Zip: _____

Corporate Federal Tax #: _____

*** Please include a Tax Exempt Certificate with Application ***

Additional information required for conditional sales contracts under the Uniform Commercial

Purchase Order required? _____ yes* _____ no

* Absence of purchase order number shall not constitute grounds for nonpayment of charges for material received by customer.

APPLICANTS' SIGNATURE ATTESTS FINANCIAL RESPONSIBILITY, ABILITY AND WILLINGNESS TO PAY OUR INVOICES WITHIN OUR TERMS OF NET 30 DAYS, PAYABLE IN U.S. FUNDS ONLY.

All information on this form is for the purpose of obtaining credit, and is warranted to be true. I/We hereby authorize A. H. Harris & Sons, Inc., to whom this application is made, to investigate the references listed pertaining to my/our credit and financial responsibility. Further, I/We recognize that A. H. Harris & Sons, Inc. can seek credit and financial information from other sources than enclosed herein. References to A. H. Harris & Sons, Inc. in this Application for Credit shall be deemed to include A. H. Harris & Sons, Inc., its subsidiaries and other affiliates, and its and their successors and assigns. New technology allows the faxing of original invoices. Faxed invoices will not contain all of the terms and conditions detailed herein. These terms and conditions remain in effect until further notice. I/We acknowledge that the acceptance of faxed invoices is acceptance of all the terms and conditions detailed herein. All delinquent amounts shall be subject to a late charge of one and one half (1-1/2) percent per month until the balance is paid in full. Should any past due amount require outside collection activity, the applicant agrees to pay all costs associated with such collection activity, including reasonable attorneys fees. All checks returned unpaid for any reason shall be subject to a charge of \$25.00. Merchandise cannot be returned without authorization. Transportation charges must be prepaid on all returned goods. Credit will be based on our count and inspection and will be subject to a restocking charge.

ACKNOWLEDGMENT: (original, signed application must be forwarded to A. H. Harris & Sons, Inc.)

Firm Name: _____

By (please print): _____ Title: _____

By (signature): _____ Title: _____

MUST BE SIGNED BY PERSON AUTHORIZED TO SIGN ON BEHALF OF MUNICIPALITY

A. Taxes. Prices of the products sold are exclusively of all city, state and federal taxes (other than income taxes), including, without limitation, taxes on the manufacture, sale, delivery, or use of the goods. Buyer agrees to pay Seller the amount of such taxes for which Seller may be responsible for collection or payment, either in its own behalf or that of Buyer, upon Seller's demand. No claimed exemption from taxes will be recognized unless Buyer furnishes Seller an applicable tax exemption certificate.

B. Term of Payment. Unless Buyer has credit approval from Seller, payment in full is due upon delivery. Unless otherwise specifically agreed to in writing by Seller, payment in full on all credit sales is due thirty (30) days from the date of delivery. All checks are accepted subject to collection.

C. Delivery. Unless otherwise specifically provided in the face hereof:
(1) Delivery shall be made F.O.B. Seller's location specified on the face hereof by delivery of the goods to a carrier for shipment;
(2) Method and route of shipment are at Seller's discretion;
(3) In no event shall Seller be liable in connection with shipment nor shall the carrier be deemed to be the agent of the Seller;
(4) Risk of loss to the goods shall pass to Buyer upon delivery; and
(5) All transportation charges are to be paid by Buyer.

D. Force Majeure. Seller shall not be liable for its delay in performing or its failure hereunder if such delay or failure is due to act of God, war, fire, strike, differences with workmen, accident, transportation delays, equipment breakdown, governmental acts or requirements, delayed receipt of materials from third parties, or other causes, either similar or dissimilar to the foregoing, beyond Seller's reasonable control.

E. Disclaimer of warranty. EXCEPT AS SET FORTH ON THE FACE HEREOF AND EXCEPT AS OTHERWISE SPECIFICALLY AGREED TO IN WRITING BY SELLER, SELLER MAKES NO REPRESENTATION OR WARRANTY OF ANY OTHER KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE GOODS, WHETHER AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER MATTER.

F. Notice of Claims. Immediately upon receipt of the goods, Buyer shall inspect the same. Any claim for shortage must be made within ten (10) days after Buyer's receipt. All other claims, including claims for alleged defective goods, must be made within fifteen (15) days after Buyer learns of the facts upon which such claim is based, but in no event later than thirty (30) days after Buyer's receipt of the goods. All claims not made in writing and received by Seller within the time period specified above shall be deemed waived. With respect to any defects incapable of discovery until in use all claims for any damages or losses as a result of such defects shall be deemed waived unless made in writing and received by Seller within one (1) year after Buyer's receipt of the goods or within fifteen (15) days after Buyer learns of the alleged defect giving rise to the claim, whichever shall first occur, and after the expiration of either of said periods, Buyer expressly assumes all liability for all such damages or losses, irrespective of any use which shall have taken place or whether the alleged defect shall have occurred or been discovered prior to expiration of such periods. The customer acknowledges that it has special skill and knowledge in the selection and use of the equipment and material to be purchased or rented from A.H. Harris and expressly disclaims any reliance upon any statements or representations made or to be made by A.H. Harris regarding the sale, rental, or repair of any material or equipment.

G. Limitation of Liability. BUYER'S EXCLUSIVE REMEDY FOR CLAIMS ARISING HEREUNDER SHALL BE FOR DAMAGES. SELLER'S LIABILITY FOR ANY AND ALL LOSSES AND DAMAGES TO BUYER RESULTING FROM ANY CAUSE WHATSOEVER INCLUDING SELLER'S NEGLIGENCE, ALLEGED DAMAGED OR DEFECTIVE GOODS, IRRESPECTIVE OF WHETHER SUCH DEFECTS ARE DISCOVERABLE OR LATENT, SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE PARTICULAR GOODS WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED, OR, AT THE ELECTION OF THE SELLER, THE REPAIR OR REPLACEMENT OF DEFECTIVE OR DAMAGED GOODS. IN NO EVENT, INCLUDING IN THE CASE OF A CLAIM OF NEGLIGENCE, SHALL SELLER BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

H. Security Interest. Seller reserves a purchase money security interest in each item of the goods listed on the face of the invoice in the amount of their purchase price. Such security interest will be satisfied only by payment in full. Buyer agrees to execute at Seller's request a security agreement and financing statement deemed necessary or desirable by Seller to perfect its security interest in the goods. Nevertheless, a copy of this Agreement may be filed with the appropriate state authorities at any time after signature by the Buyer as financing statement in order to perfect Seller's security interest.

I. Default. In the event any proceedings, voluntary or involuntary, in bankruptcy or insolvency by or against the Buyer, or if Buyer shall be unable to meet its debts as they come due, or in the event of the appointment of a receiver or an assignee for the benefit of creditors of Buyer or in the event Buyer shall fail to pay any amount to Seller when due, or if Buyer shall breach any of its other obligations hereunder, then and in any such event Seller may cancel any unfilled part of this Agreement, without liability, and Buyer shall be obligated to Seller for all costs and expenses, including court costs and attorney's fees incurred by Seller in collecting the amount due from Buyer. In any such event Seller shall have all of the rights of a secured party under the Uniform Commercial Code. BUYER AND SELLER ACKNOWLEDGE AND AGREE THAT THIS AGREEMENT CONSTITUTES A COMMERCIAL TRANSACTION AND THE BUYER HEREBY WAIVES ANY RIGHT TO NOTICE AND HEARING UNDER APPLICABLE STATE AND FEDERAL LAW WITH RESPECT TO ANY PREJUDGMENT REMEDY WHICH SELLER MAY SEEK TO OBTAIN AGAINST BUYER. The rights and remedies reserved hereunder to Seller are cumulative and in addition to any other or future rights or remedies provided at law or in equity.

J. Entire Agreement. These terms and conditions, together with the matter set forth on the face of the invoice, constitute the entire understanding and agreement of the parties. No changes in or additions to these terms and conditions shall be made except in writing and signed by Seller's and Buyer's authorized representatives.

K. Applicable Law. This Agreement shall be governed by and construed in accordance with the law of the State in which Seller's location specified on the face of the invoice is located.

L. Lease Transactions. If this is a lease transaction, the terms of the lease agreement between Seller and Buyer shall prevail in the event of any conflict between the terms of such lease agreement and the terms of Paragraphs A through K above.

A.H. HARRIS & SONS, INC.
Credit Manager

91 Holmes Rd
Newington, CT 06111

860-665-9400
Fax 860-665-9401

6 Commerce Blvd
Plainville, MA 02762

774-847-9046
Fax 774-847-9639

Responsible for:
Connecticut, Western Massachusetts, NJ, Metro NYC

Responsible for Central & Eastern MA, RI, ME, NH, Eastern VT

17 Commercial Avenue
Albany, NY 12205

518-438-3976
Fax 518-438-3925

2405 Hermitage Road
Richmond, VA 23220

804-358-7191
Fax 804-257-5950

Responsible for NY State *, & Western VT

Responsible for: MD, VA, NC

***Excluding Rockland & Westchester Counties**

**HARMAC REBAR AND STEEL
CORPORATION**

P.O. Box 142
Fryeburg ME 04037

207-935-3531
Fax 207-935-3058

www.ahharris.com