

2309 West Omaha P.O. Box 920 Rapid City, SD 57709-0920 Ph: (605) 342-5587

Fax: (605) 342-0673 www.northwestpipe.com

#### APPLICATION FOR COMMERCIAL CHARGE ACCOUNT

### **GENERAL INFORMATION:**

Company Name:					
Phone No:	Fax N	o:	(	Cell No:	
Street Address:			Mailing Address:		
City:	Sta	te:		_Zip Code:	
BUSINESS INFORMATION:					
This Business is a (check one):	Corporation	L.L.C.	Partnership	Sole-Proprietor	
Your Corporate Officers or Part	ners are:				
Name	Address			Title	
Name	Address			Title	
Name					
Type of business and services pe	erformed:			Years in business?	
Social Security or Federal Tax I	D#		_ Expected ann	ual purchases \$	$\supset$
Are we to charge sales tax? Yes	No If	sales tax is no	t to be charged, com	plete the attached exemption c	ertificat
Are Purchase Orders required?	Yes No	Do you use /	reference Job Names	? Yes No	
Do you need a priced packing li	st? Yes No				
Please list names of Authorized	Purchasers on the	account (pleas	e print):		
Person to contact regarding pays	ment (Credit Cont	act)		Phone No.	4
Date of last financial audit		Assets		Liabilities	

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### **CREDIT INFORMATION**

Please list three (3) WHOLESALE trade references:

Business	Business	
Contact Person	Contact Person	
Address	Address	
Phone No.	Phone No.	
Fax No.	Fax No.	
Acct Status: Open Closed	Acct Status: Open Closed	
	Contact Person Address  Phone No. Fax No. Acct Status:	

## **BANKING INFORMATION**

Bank	Address:	Address:		
City	State	Zip Code		
Bank Contact:	Phone No			
Types of Accounts: Checking #	Savings #	Loan #		

#### NORTHWEST PIPE FITTINGS, INC.

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#### CREDIT AGREEMENT & GUARANTEE STATEMENT

In consideration of Northwest Pipe Fittings, Inc. maintaining a commercial charge account for your firm, please read the following and complete this application, as required.

- (1) Each of the undersigned parties personally and unconditionally guarantees payment of all materials and services ordered by our firm or by any of the undersigned parties or any of the persons so authorized to purchase on this account, as listed on page 1. This guarantee shall be absolute, continuing and unlimited guarantee of payment and Northwest Pipe Fittings, Inc. shall not be required to take any proceedings against the firm before demanding payment from the undersigned parties.
- (2) Each of the parties agrees that payment terms are "Net 30" unless otherwise stated differently on the terms portion of the sales invoice.
- (3) Each of the undersigned parties agrees that if the account is not paid by the end of the second (2<sup>nd</sup>) month following the date of purchase, additional sales will be made on a COD (cash on delivery) basis only. A service charge of 1-1/2% per month (18% per year) will begin at the end of the month following purchase. For example: for purchases made in March, those invoices will be due on April 30<sup>th</sup>. If payment is not made by April 30<sup>th</sup>, a 1-1/2% service charge will apply. If payment is not received by May 31<sup>st</sup>, additional sales will be on a COD basis only and necessary action will be taken to collect the past due balance.
- (4) Each of the undersigned parties agrees and understands that Northwest Pipe Fittings, Inc. may, by operation of the laws of the state in which doing business, retain or acquire a lien for materials purchased or services rendered, against real or personal property, to secure payment of credit extended on this account.
- (5) Each of the undersigned parties agrees that Northwest Pipe Fittings, Inc. shall have the right, if the firm is delinquent in payment of its account, to turn the account over to a collection agency or attorney at law for collection and further agrees to pay reasonable collection fees, attorney fees, and other costs incurred in collection.
- (6) This agreement shall remain in effect as long as the firm or any of the undersigned parties shall remain indebted to Northwest Pipe Fittings, Inc. Northwest Pipe Fittings, Inc. reserves the right to terminate, at any time with or without cause, the right to make further sales under this charge account, or to change the amount of periodic rate or any other terms applicable to purchase made during any period which commences more than thirty (30) days after the date upon which notice is delivered or mailed of such change.

#### TERMS AND CONDITIONS OF SALE

TERMS: A discount of 50% off Northwest Pipe Fittings, Inc.'s published catalog prices will be extended to authorized wholesale accounts with approved credit that purchase over \$1,000.00 per year. Accounts that purchase less than \$1,000.00 per year but over \$500.00 per year will be given a discount of 40%. Accounts that purchase less than \$500.00 per year and cash sale accounts that have not been approved as authorized wholesale accounts will be extended a discount of 30%. No materials will be shipped on an open account until a credit application has been completed and approved.

PRICE CATALOGS: Catalogs with prices will be provided to customers at a charge of \$50.00 per year to cover costs of preparing and distribution. If purchases exceed \$3,000.00 per year, charges made for the catalog will be credited to the customer's account.

MINIMUM ORDER: No order will be processed with a value of less than \$3.00. An amount sufficient to bring the order to this total will be added if the material value is less than \$3.00.

#### RETURN GOODS POLICY:

#### 1.1 STOCK ITEMS

- 1.2 All stock items purchased in the last 30 days, when returned with a copy of the sales receipt and in sellable condition, will not be subject to a handling charge.
- 1.3 All stock items of 10 items or less purchased over 30 days ago, when returned with a copy of the sales receipt and in sellable condition, will be subject to a 10% handling charge. Any returns **not** accompanied with a sales receipt will be subject to a 25% handling charge.
- 1.4 All stock items of 10 items or more, purchased over 30 days ago, must first receive approval from the Purchasing/Return Goods Dept. before they may be returned. If returned with a copy of the sales receipt and in sellable condition, the material will be subject to a 10% handling charge.

#### 2.1 NON-STOCK ITEMS

- (Non-Stock items are distinguished by an "NS" in the number i.e.: 382NS12345

  2.2 To return non-stock material, approval from the Factory and the Purchasing/Return Goods Dept. at Northwest Pipe Fittings, Inc. must first be obtained before the material is returned to Northwest Pipe Fittings, Inc.
  - 2.3 Northwest Pipe Fittings, Inc. will obtain a Return Goods Authorization from the factory. Once the Return Goods Authorization has been received, Northwest Pipe Fittings, Inc. will contact the customer regarding disposition of the
  - 2.4 Northwest Pipe Fittings, Inc. will send the material back to the factory using the most economic method possible.
  - 2.5 When credit is received from the factory, Northwest Pipe Fittings, Inc. will issue credit, less the factory restock and the cost of the freight back to the factory and any other costs incurred.

#### 3.1 DEFECTIVE ITEMS

- 3.2 Defective items should be returned with a copy of the sales receipt but prior approval is not necessary.
- 3.3 Northwest Pipe Fittings, Inc. will bill the customer for the replacement item. Open accounts will not have to pay for the item until the factory has notified us as to the disposition of the material. Cash Sales should give us a credit card number to keep on file until the factory has determined if the material is defective.
- 3.4 The Purchasing/Return Goods Dept. will return the material to the factory in a timely manner.
- 3.5 When and if Northwest Pipe Fittings, Inc. receives credit for the defective item from the factory, the replacement item will be credited to the customer.
- 3.6 If the factory denies credit, Northwest Pipe Fittings, Inc. will contact the customer to arrange disposition of the item and credit will be denied.

OUT OF TOWN CUSTOMERS: If you are out of town, you can call us direct on our Toll Free numbers: 1-800-658-2216 or 1-800-843-8808.

I (we) personally have read & agree to the Terms and Conditions of Sale that are stated above and personally guarantee that the above application will adhere to said terms. I (we) warrant that the information contained in this application is true and correct. Please check to acknowledge receipt and agreement of the above referenced Terms and Conditions of Sale.

# **South Dakota Streamlined Sales Tax Agreement**

# **Certificate of Exemption**

### Warning to purchaser:

This is a multi-state form. Not all states allow all exemptions listed on this form. Purchasers are responsible for knowing if they qualify to claim exemption from tax in the state that is due tax on this sale. The state that is due tax on this sale may be notified that you claimed exemption from sales tax.

The purchaser will be held liable for any tax and interest, and possible civil and criminal penalties imposed by the member state, if the pur-

cha	ser is	not eligible to claim this exemption.	•	, , ,	· ·
1.		Check if you are attaching the Multis	state Supplemental for	m.	
		If not, enter the two-letter abbreviat	ion for the state under v	vhose laws you are claiming exempti	on.
2.					
<b>4</b> .		Check if this certificate is for a <b>Single</b>	Purchase Certificate.	Invoice/purchase order #	<u> </u>
3.		A. Name of purchaser			
		B. Business address	City	State	Zip code
		C. Purchaser's tax ID number	State of Issue	County of Issue	
	,be	D. If no tax ID number, enter FEIN			
	Print or type	E. If no ID number or FEIN, enter Driver's License N	umber/State Issued ID nur	nber state o	f issue
	Print	F. Foreign diplomat number			
		G. Name of seller from whom you are purchasing, le	easing or renting		
		H. Seller's address City	State		Zip code
4.	Circle type of business	Purchaser's Type of business. Circle the nur     Accommodation and food services     Agriculture, forestry, fishing, hunting     Construction     Finance and insurance     Information, publishing and communicate     Manufacturing     Mining     Real estate     Rental and leasing     Retail trade	11 12 13 14 tions 15 16 17 18	s your business. Transportation and warehousing Utilities Wholesale trade Business services Professional services Education and health-care services Nonprofit organization Government Not a business Other (explain)	
5.	Circle reason for exemption	Reason for exemption. Circle the letter that in A Federal government ( <i>Department</i> )  B State or local government ( <i>Agency</i> )  C Tribal government  D Foreign diplomat  E Charitable organization  F Religious or educational organization  G Resale	Н	the exemption.  Agricultural Industrial production/manufacturing Direct pay permit Direct mail Other ( <i>Explain</i> )	
6.	Sign nere	I declare that the information on this certificate Signature of authorized purchaser	e is correct and complet Print name here	<u>e to the best of my knowledge and b</u> Title	<u>elief.</u> Date

# **South Dakota Streamlined Sales and Use Tax Agreement**

# **Certificate of Exemption: Multistate Supplemental**

Name of Purchaser

State	Reason for exemption	Identification number (if required)
AR		
IA		
IN		
KS		
KY		
MI		
MN		
NC		
ND		
NE		
NJ		
NV		
OH		
OK		
RI		
SD		
TN		
UT		
VT		
WA		
WI		
WV		
WY		

A seller doing business in a state that is not a member of the Streamlined Agreement must obtain documentation to support exempt transactions as required by that state.



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Northwest Pipe Fittings, Inc. offers the option of having your invoices automatically faxed or emailed at 9:00 P.M. daily. This allows for receipt of your invoices on a daily basis via email or fax instead of on a weekly basis by Parcel Post.

If you would like to receive your invoicing in this manner, please fill out the form below.

We would like to thank you for your interest in Northwest Pipe and we look forward to your future business!

( <u>Please Print</u> )			
Company Name			
Address			
City, State, Zip			
Do You Want Your Invoices/Monthly Statement Faxed Emailed?			
Fax Number			
<u>OR</u>			
Email Address			

The undersigned parties have read and understand the above and agree to all of its provisions.

Firm Name:

Dated:

Authorized Signature