



CREDIT APPLICATION

PipingNow.com extends credit to facilitate mutually beneficial business transactions. Our criteria for approving and extending credit are very strict. If you do not have excellent credit, please do not apply.

Terms offered: Net 30 days, all credit accounts will be automatically frozen at 35 days. Payment is encouraged via ACH. Checks are acceptable. In extreme cases, Credit cards will be accepted with the addition of a 3% processing fee. Repeated credit card use will result in the suspension of credit.

Who we are...

PipingNow is a distributor of pipe, fittings, valves, and miscellaneous piping related items. Our focus is on managing our supply chain to be a low-cost provider of quality products and offer low transaction cost in servicing our customer's needs.

Who we are NOT...

A Bank – we do not extend credit to finance other's operations, manufacturing, inventory, etc. Operate within the terms granted.

A Collection Agency – we are not interested in making numerous harassing phone calls to collect debts. Pay within terms and you won't have to hear from us or anyone else!

An Attorney – we do not wish to be involved in any sort of legal actions especially to collect debts. We do however employ very good (and expensive) attorneys when necessary. As per the credit agreement the debtor is responsible for all of their costs too.

PipingNow.com Credit Application

Energy Pipe & Supply, LLC d/b/a PipingNow (Energy Pipe) or any of its divisions, affiliates or subsidiaries located at
4400 Firestone Rd Metairie, Louisiana 70001 and/or 7535 Theodore Dawes Rd Theodore, Alabama 36582.

PHONE # 504.212.8473 FAX # 504.212.8073

EMAIL ADDRESS: <mailto:info@pipingnow.com>

*** STANDARD TERMS ARE NET 20 DAYS ***

The following information must be completed in full and will be held in the strictest confidence. Please keep a copy for your records.

Business Name: _____ Credit Line Requested : _____

Address: _____ Federal ID #: _____

City: _____ St: _____ Zip: _____ () Corporation () LLC () Partnership () Proprietor

Mailing Address, if different: _____ Are PO's Required? No () Yes ()

Telephone: _____ Fax: _____ Email: _____

Authorized Purchaser: _____ Title: _____ Email: _____

Years in Business _____ Annual Sales: _____ Tax Exempt: No () Yes () If so attach certificate

PERSONAL INFORMATION, OFFICERS, OWNERS, GUARANTORS

Name: _____ SS# _____ Name: _____ SS# _____

Address: _____ Address: _____

City _____ State _____ Zip _____ City _____ State _____ Zip _____

Telephone: _____ Cell # _____ Telephone: _____ Cell# _____

Email _____ Email _____

Bank Reference: (Name) _____ Acct# _____

Street Address: _____ City _____ State _____ Zip _____

Phone: _____ Fax _____ Contact Person _____ Email : _____

Trade References:

Company: _____ Company: _____ Company: _____

Address: _____ Address: _____ Address: _____

City _____ State _____ Zip _____ City _____ State _____ Zip _____ City _____ State _____ Zip _____

Phone: _____ Fax _____ Phone: _____ Fax _____ Phone: _____ Fax _____

Email: _____ Email : _____ Email : _____

Contact Person _____ Contact Person _____ Contact Person _____

PipingNow.com Credit Application

Online accounts are based upon unique Email addresses

Authorized Personnel (please keep this current)

Name: _____ Email _____ Office Phone _____ Cell Phone _____

Name: _____ Email _____ Office Phone _____ Cell Phone _____

Name: _____ Email _____ Office Phone _____ Cell Phone _____

Terms and Conditions of Sale and Related Financial Terms - Standard payment terms are net 20 days. These terms may vary with promotions and material being purchased. **Applicant** hereby certifies that full and timely payment will be made for all purchases. In the event any monies are not paid in full on or before the "Due Date", an interest rate shall accrue on said unpaid balance at the rate of 1.5% per month or the maximum rate allowed by law until paid in full. The **Applicant** shall be responsible for all expenses including but not limited to attorney's fees, court costs and all collection fees. The **Applicant** acknowledges that the seller retains the absolute right to limit the amount of credit or refuse further credit to the buyer at any time at ENERGY PIPE's sole discretion. This Credit Application shall remain assignable by ENERGY PIPE at any time. The **Applicant** hereby designates the Louisiana Twenty Fourth Judicial District Court or the United States District Court for the Eastern District of Louisiana as exclusive courts of proper jurisdiction and venue of and for any and all lawsuits or other legal proceedings relating to this agreement and hereby irrevocably consents to such designation, jurisdiction and venue, hereby waives any objection or defense relating to jurisdiction or venue with respect to any lawsuit or other legal proceedings initiated in or transferred to the Superior Court for the Louisiana Twenty Fourth Judicial District Court or the United States District Court for the Eastern District of Louisiana. The **Applicant** agrees that this agreement is for commercial purposes and is not a consumer transaction. The **Applicant** hereby grants to ENERGY PIPE a security interest in and upon all customers inventory, equipment, accounts and all proceeds thereof when so ever acquired in consideration of and to secure the repayment of any and all monies owed to ENERGY PIPE now or at anytime hereafter and may file financing statements recording this security interest.

Applicant/Guarantor authorizes all persons, institutions, organizations, companies and credit reporting agencies to furnish any and all pertinent information, including commercial and consumer credit reports requested by ENERGY PIPE. By signing below, the undersigned individual, who is either a principal of the credit applicant or a personal guarantor of its obligations, provides written instruction to PipingNow or its designee (and any assignee or potential assignee thereof) authorizing review of his/her personal credit profile from a national credit bureau. Such authorization shall extend to obtaining a credit profile in considering this application and subsequently for the purposes of update, renewal or extension of such credit or additional credit and for reviewing or collecting the resulting account. A photostat or facsimile copy of this authorization shall be valid as the original. By signature below, I/we affirm my/our identity as the respective individual(s) identified in the above application.

The **Applicant** represents that they have read and fully understands all of the terms and conditions of sale as listed on this application and are authorized to accept these terms and conditions of sale and all facts contained herein are truthful to the best of their knowledge and all goods charged to this account will be for commercial use. **Applicant** represents and warrants that they are not a "consumer" as defined in the Federal Consumer Credit Protection Act or any other consumer credit law. **Applicant** also understands that ENERGY PIPE will be unable to determine whether any given purchase conforms to this commercial use agreement, and agrees that any breach of the provisions of this paragraph will not affect ENERGY PIPE's right to enforce **Applicant's** promise to pay for the credit extended to **Applicant** including related charges or to use any remedy legally available to ENERGY PIPE even if that remedy would not have been available had the Account been established as a consumer credit account. The below **Applicant** hereby permits sharing of credit information with Energy Pipe & Supply, LLC as well as any of ENERGY PIPE's affiliates' or assignee's.

(PLEASE SIGN & DATE BOTH SECTIONS BELOW)

Signature _____ Date _____ Signature _____ Date _____

Print Name: _____ Title _____ Print Name: _____ Title _____

Guaranty -In consideration, I/we hereby unconditionally guarantee all monies owed, the obligation of the undersigned shall be a continuing guaranty and not be terminated or changed in any aspect not withstanding any circumstances or occurrence whatsoever which otherwise might terminate or change the obligation of the **Applicant**. I/we shall be personally obligated and liable hereon regardless of the inclusion hereunder of a corporate name or office. I/we also agree that its liability under this guaranty shall be primary, and that in any right of action which shall occur, ENERGY PIPE at its option may proceed against without having commenced any action against or having obtained any judgment against borrower. ENERGY PIPE shall not, by any act or omission, be deemed to waive any of its rights, remedies or powers hereunder or otherwise, unless such waiver is in writing and signed by the ENERGY PIPE.

Signature _____ Date _____ Signature _____ Date _____

Print Name: _____ Print Name: _____

All 3 pages must be completed with signatures and initials where requested for the application to be considered.