



Mandel Metals, Inc. 11400 W Addison Ave Franklin Park, IL 60131  
Phone: (800) 962-9851 Fax: (847) 455-3330

**Application for a Business Account**

Business Contact Information

Company name:			
Registered company address:			
City, State, Zip Code			
Phone:		Fax:	
Purchasing contact:		Purchasing email:	
Would you like to be notified of special offers and information?			
		Yes	No
Email:			
A/P contact:		A/P email:	
Billing address:			
Billing address 2:			
City, State, Zip Code			
Ship to address: same as billing address			
		Yes	No
Ship to address:			
Ship to address 2:			
City, State, Zip Code			
Tax exempt?	Yes	No	Resale #:
			PLEASE ATTACHED A COPY OF YOUR CERTIFICATE

**\*If wanting to establish credit terms with Mandel Metals, Inc., you may now proceed to page 2 of this document to provide the required credit information. If not, please sign and date below.**

**All orders placed with Mandel Metals, Inc. and all resulting contracts are subject to and governed by the terms and conditions of sale printed on page 3 of this document.**

We appreciate your providing this information and we look forward to serving you.

I Consent to the use of the above information to establish a business account with Mandel Metals, Inc.

Authorized Signature:	
Printed Name & Title:	
Date:	



## Credit Application for a Business Account

### Business and Credit Information

Subsidiary or Division of:		Corporation:	LLC:	Other:
CEO:		Business Type:		
Controller:		Date Founded:		
Accounts Payable Manager:		Approx. Annual Sales:		
Credit Line Requested:		Approx. Net Worth:		
Value of 1st Order:		D & B #:		
Bank name:	Contact Name:	Contact E-mail:		
Bank address:	Phone:			
City, State, Zip:				
Checking Account number:		Loan Number:		
Are current financial statements available, if requested?		Are they Audited?		

### Business/trade references

Please list only those references with whom you have had recent trade balances which are as high or higher than the credit line you are requesting

Company name:				
City, State, Zip:				
Phone:	Fax:	Contact:		
E-mail Address:				
Company name:				
City, State, Zip:				
Phone:	Fax:	Contact:		
E-mail Address:				
Company name:				
City, State, Zip:				
Phone:	Fax:	Contact:		
E-mail Address:				

**All orders placed with Mandel Metals, Inc. and all resulting contracts are subject to and governed by the terms and conditions of sale printed on page 3 of this document.**

We appreciate your providing this information and we look forward to serving you.

I Consent to the use and contact of the above trade and bank references to establish credit with Mandel Metals, Inc.

Authorized Signature:			
Printed Name & Title:			
Date:			

## TERMS AND CONDITIONS OF SALE

The following Terms and Conditions shall apply to all purchases of aluminum and other metal products (the "Products") made by Buyer from Seller and to all invoices submitted by Seller to Buyer. Each sale of Products by Seller to Buyer is expressly conditioned on Buyer's acceptance of these Terms and Conditions.

**1. Quotations, Orders and Acceptance.** These Terms and Conditions shall govern and are hereby incorporated in every contract made by or on behalf of Seller with Buyer and will prevail over any inconsistent, additional or conflicting terms and conditions contained in any document submitted by or on behalf of Buyer or implied by trade, custom or usage in the industry, all of which are hereby rejected by Seller. A variation of these Terms and Conditions is valid only if it is in writing and signed by an authorized officer of Seller. Buyer's acceptance of the delivery of the Products constitutes Buyer's unconditional acceptance of these Terms and Conditions.

**2. Price.** Unless otherwise established by Seller and Buyer, the prices for the Products shall be invoiced at the prices quoted by Seller to Buyer at the time Seller accepts Buyer's order.

**3. Taxes.** Unless, in advance of shipment, Buyer provides Seller a tax exemption certificate acceptable to the taxing authorities, Buyer shall pay when due all sales, use and excise taxes imposed by any taxing authority in respect to the sale, manufacture, delivery, use or other handling of the Products sold by Seller to Buyer.

**4. Payment.** Payment of invoices shall be made in full within thirty (30) days after the date of invoice or as specifically stated on invoice. Time is of the essence with respect to Buyer's payment obligation. Any invoice not paid when due shall be subject to a late charge accruing on the unpaid amounts from their respective due dates at the rate of 1% compounded monthly, but not exceeding the maximum amount permitted by applicable law. Cash discounts, if any, will apply only to the sale price of the Products, and does not apply to any charges relating to taxes or transportation. In the event Seller hires an attorney or collection service to assist in collection efforts against Buyer, whether or not such efforts include litigation, Seller will be entitled to recover from Buyer, in addition to all other legal remedies, all costs incurred by Seller in connection with such collection efforts, including reasonable attorneys' fees and court costs. NSF checks will be charged \$25. All credit card payments will incur an applicable processing surcharge.

**5. Delivery.** Any delivery date is Seller's best estimate and Seller will not be liable to the Buyer for failure to deliver on any particular date or dates. Should shortages in supply occur for any reason, Seller may allocate the Products in such manner and amount as determined by Seller. Buyer's acceptance of Products shall constitute a waiver by Buyer of any claim for damages on account of any delay in delivery of such Products. If Buyer refuses or fails to take delivery of Products tendered by Seller in accordance with any contract, Seller may terminate the contract, dispose of the Products as it sees fit, and recover from Buyer any loss and additional cost incurred by Seller as a result of such refusal or failure, including, without limitation, storage costs from the due date of delivery and loss in market value. Unless agreed otherwise by Seller, Products

may be delivered in installments and each such installment shall be treated as a separate contract.

**6. Security Interest.** Buyer hereby grants Seller a first priority purchase money security interest in all Products sold by Seller to Buyer, including all proceeds thereof, to secure any and all amounts due Seller from Buyer. Buyer authorizes Seller to file financing statements evidencing such security interest.

**7. Suspension of Performance and Credit Terms.** If reasonable doubt exists regarding Buyer's financial responsibility, as determined solely by Seller, or if Buyer is past due in payment on any amount owing to Seller, then Seller shall have the right, without liability and without prejudice to any other remedies, to: (a) suspend Seller's performance; (b) decline to ship or stop in transit any Products; and (c) suspend the extension of credit or change the credit terms, until Seller receives either payment of all amounts owing from Buyer, whether or not due, or an adequate assurance of such payments, as reasonably determined by Seller. Additionally, Seller may terminate all or any part of contract between Seller and Buyer in the event Buyer becomes insolvent, fails to pay its debts as they become due or makes an assignment for the benefit of creditors.

**8. Warranties and Disclaimers.** Seller warrants to Buyer that: (a) Buyer will receive good and clear title to the Products; and (b) the Products will conform to the description stated in Buyer's offer, subject to any modifications made by Seller and to all tolerances and variations consistent with current trade practices, practical testing and inspection methods. THE EXPRESS WARRANTIES CONTAINED HEREIN ARE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL SELLER HAVE ANY LIABILITY WHATSOEVER FOR PAYMENT OF ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR TORT DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, DAMAGE TO GOODWILL, LOSS OF TIME, INCONVENIENCE OR OTHER COMMERCIAL OR ECONOMIC LOSSES, and in no event shall Seller be liable for damages exceeding the purchase price to be paid to Seller for the non-conforming Products.

**9. Claims and Liability.** Seller's obligations upon breach of warranty or any other provision of any contract between Seller and Buyer shall be strictly limited, at Seller's election, to (a) the replacement of the Products; or (ii) the refund to the Buyer of any amount not to exceed the purchase price of the non-conforming Products. If notice of a breach of warranty or contract is timely given by Buyer, Seller's obligation to replace the Products or refund the purchase price will apply solely to those Products which, after examination by Seller or its representatives, shall be determined by Seller to have been defective under ordinary and normal use. If Seller elects to refund the purchase price, Buyer must immediately return the Products to Seller. Written notice of any Product defect or alleged breach of contract or warranty shall be given by Buyer to Seller at 11400 Addison Ave, Franklin Park, Illinois 60131, within ten (10) days after delivery of the Products to

Buyer's plant. Buyer's failure to timely so notify Seller in writing regarding any such defect or alleged breach shall constitute Buyer's acknowledgement that Seller has fully and satisfactorily performed all of its obligations to Buyer.

ANY ACTION INITIATED BY BUYER IN RESPECT OF ANY CONTRACT BETWEEN SELLER AND BUYER MUST BE COMMENCED WITHIN THE ONE-YEAR PERIOD FOLLOWING THE DATE OF DELIVERY OF THE PRODUCTS TO BUYER'S PLANT. No action may be maintained by Buyer against Seller which is not commenced within such period.

**10. Cancellation.** An order placed with Seller can be cancelled, suspended or extended by Buyer only with Seller's prior written consent and upon terms that will indemnify Seller against any loss and provide Seller with a reasonable profit for its time, services, use of facilities and otherwise. Buyer will be obligated to accept any goods shipped or delivered by Seller prior to cancellation, suspension or extension of the order. Special orders and non-cancelable orders may not be canceled.

**11. Force Majeure.** Seller shall have no liability to Buyer or any third party for any loss, damage, or expense from any delay or failure of performance due to any cause beyond the control of Seller, including, but not limited to, commercial impracticability, acts of God, fire, strike, accident, war conditions, government regulation or restriction, shortages in transportation, power, labor or material, freight embargo, riot or civil commotion, default of the supplier or prohibitions or events which render performance difficult or impossible.

**12. Indemnification.** Buyer shall indemnify, defend and hold harmless Seller, its officers, directors and shareholders, from and against any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including, but not limited to, attorneys' fees and costs, claimed by any person or entity arising out of, or relating to, any Products sold by Seller to Buyer or the use, possession or condition of such Products.

**13. Assignment.** Buyer may neither assign any of its rights nor delegate any of its duties under any contract between Seller and Buyer without the prior written consent of Seller, which may be given or withheld in the sole discretion of Seller.

**14. Governing Law and Jurisdiction.** All contracts between Seller and Buyer shall be governed by and construed under the laws of the State of Illinois, but without giving effect to any conflict of law provisions. Any action or proceeding involving any dispute, claim or controversy relating to or arising from any contract between Seller and Buyer shall be commenced exclusively in state courts located in Cook County, Illinois, or in the federal courts for the Northern District of Illinois, Eastern Division. Buyer consents to the exclusive jurisdiction of such courts and waives any objection to such jurisdiction.