



Southwest Stainless & Alloy
The flow solutions experts

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CREDIT APPLICATION INSTRUCTIONS

Thank you for your recent inquiry / order. Please complete the following credit application. Please return it either by fax or E-mail.

The credit application process usually takes 1-2 days. We appreciate your patience during this period. If you need your material to ship prior to the completion of this process, we can ship COD or charge to Visa, MasterCard, or American Express.

You may send your standard credit references however; we still need the balance of our application filled out, including the bottom signature. Please make sure your fax numbers and full contact information are on your paperwork.

Please do not hesitate to contact us if we can be of assistance.



CREDIT APPLICATION

PLEASE RETURN TO SALESMAN: _____

FAX NUMBER: _____

EMAIL ADDRESS: _____

CUSTOMER'S BUSINESS INFORMATION			
LEGAL NAME:		DBA:	
PLEASE SELECT ONE: <input type="checkbox"/> SOLE PROPRIETORSHIP <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> CORPORATION <input type="checkbox"/> NON PROFIT ORG <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> LLC			
STREET ADDRESS:		CITY	STATE/ PROVINCE
MAILING ADDRESS:		CITY	STATE/ PROVINCE
COUNTY:	MAIN PHONE:		MAIN FAX:
ARE YOU SALES TAX EXEMPT? <small>(AN EXEMPTION CERTIFICATION MUST BE ATTACHED. PLEASE USE SOUTHWEST STAINLESS LP AS SELLER)</small>		A/P CONTACT:	A/P PHONE:
YES <input type="checkbox"/> NO <input type="checkbox"/>		A/P EMAIL:	A/P FAX:
BUSINESS START DATE:	DUN & BRADSHEET #:	FED. TAX ID NO.:	
CREDIT LINE REQUESTED:	PREFERRED METHOD OF PAYMENT:	COMPANY WEBSITE:	
NAME OF BUSINESS OWNER(S) / OFFICER (S) OF THE COMPANY:			
TYPE OF BUSINESS (MFG., DISTRIBUTOR, EPC, BROKER, FABRICATOR, OTHER):			

BANK & TRADE REFERENCES		
BANK NAME:	ADDRESS:	ACCOUNT NUMBER:
	PHONE:	FAX:
TRADE REFERENCE NAME:	ADDRESS:	
	PHONE:	FAX:
TRADE REFERENCE NAME:	ADDRESS:	
	PHONE:	FAX:
TRADE REFERENCE NAME:	ADDRESS:	
	PHONE:	FAX:

Buyer certifies that it is solvent and capable of meeting its obligations hereunder, and that all information (including any requested financial statements) provided to FloWorks International LLC and/or its subsidiaries and affiliates ("Seller") is true, accurate and complete. All such information has been submitted for the purpose of obtaining credit. Buyer and each Guarantor authorize Seller to request credit reports from credit bureaus (including consumer reporting agencies) regarding their respective commercial or personal credit and otherwise to investigate their respective creditworthiness before extending credit now or at any time in the future. Buyer also agrees to comply with all applicable bulk sales laws. Buyer agrees that all Terms and Conditions of Sale on the reverse side of this Credit Application, as the same may be amended from time to time, shall apply to all sales and extensions of credit made to Buyer by Seller.

SIGNATURE _____ PRINTED NAME _____ DATE _____

TERMS AND CONDITIONS OF SALE

1. All references in this document to "Seller" shall include S-I IPVF Canada, Inc. and/or any division or affiliate of S-I IPVF Canada, Inc., whether or not performing any or all of the scope hereunder, or specifically identified herein. All references to "Buyer" shall include all parent(s), subsidiaries and affiliates of the entity placing the order. Buyer and Seller may be referred to individually as a "Party" and collectively as "Parties". Goods is defined collectively as any material, machinery, equipment, articles, or parts provided or supplied hereunder by Seller to Buyer.
2. All sales to Buyer are subject to these Terms, which shall prevail over any inconsistent terms of Buyer's purchase order or other documents. Additional terms and conditions in any way altering or modifying these Terms are expressly objected to and shall not be binding upon Seller unless specifically accepted in writing by Seller's authorized representative. No modification or alteration of these Terms shall result by Seller's shipment of goods following receipt of Buyer's purchase order, or other documents containing additional, conflicting or inconsistent terms. There are no terms, conditions, understandings, or agreements other than those stated herein, and all prior proposals and negotiations are merged herein. These terms are binding on the Parties, their successors, and permitted assigns.
3. Prices on Seller website, catalogs or in Seller quotes are subject to change without notice, and all such prices expire and become invalid if not accepted within 10 calendar days from the date of issue, unless otherwise noted by Seller in writing. Price extensions if made are for Buyer's convenience only, and they, as well as any mathematical, stenographic or clerical errors, are not binding on Seller. Prices shown do not include any sales, excise, or other governmental tax or charge payable by Seller to federal, provincial or local authority. Any taxes now or hereafter imposed upon sales or shipments will be added to the purchase price, and Buyer shall reimburse Seller for any such tax or provide Seller with an acceptable tax exemption certificate. All prices and other items provided to the Buyer shall be kept confidential except to the extent a Party is required by law to disclose the same.
4. Seller shall not be liable for delay or default in delivery resulting from any cause beyond Seller's reasonable control, including, but not limited to, governmental action, strikes or other labor troubles, fire, damage or destruction of goods, wars (declared or undeclared), acts of terrorism, manufacturers' shortages, availability or timeliness of transportation, materials, fuels, or supplies and acts of God (each a "Force Majeure Event"). Upon the occurrence of a Force Majeure Event: (a) the time for Seller's performance shall be extended reasonably and the Parties shall adjust all affected dates accordingly; (b) the purchase price shall be adjusted for any increased costs to Seller resulting from such Force Majeure Event; and (c) Buyer shall not be entitled to any other remedy.
5. Seller is a reseller of goods only, and as such does not provide any warranty for the goods it supplies hereunder. Notwithstanding this as-is limitation, Seller shall pass through to Buyer any transferable manufacturer's standard warranties with respect to goods purchased hereunder. THE BUYER'S SOLE AND EXCLUSIVE WARRANTY IS THAT PROVIDED BY THE GOODS' MANUFACTURER. BUYER AND PERSONS CLAIMING THROUGH BUYER SHALL SEEK RECOURSE EXCLUSIVELY FROM MANUFACTURERS IN CONNECTION WITH ANY DEFECTS IN OR FAILURES OF GOODS, AND THIS SHALL BE THE EXCLUSIVE RECOURSE OF BUYER AND PERSONS CLAIMING THROUGH BUYER FOR DEFECTIVE GOODS, WHETHER THE CLAIM OF BUYER OR THE PERSON CLAIMING THROUGH BUYER SHALL SOUND IN CONTRACT, TORT, STRICT LIABILITY, PURSUANT TO STATUTE, OR FOR NEGLIGENCE. BUYER SHALL PASS THESE TERMS TO SUBSEQUENT BUYERS AND USERS OF GOODS. SELLER EXCLUDES AND DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES AND CONDITIONS, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER ASSUMES NO RESPONSIBILITY WHATSOEVER FOR SELLER'S INTERPRETATION OF PLANS OR SPECIFICATIONS PROVIDED BY BUYER, AND BUYER'S ACCEPTANCE AND USE OF GOODS SUPPLIED HEREUNDER SHALL BE PREMISED ON FINAL APPROVAL BY BUYER OR BY BUYER'S RELIANCE ON ARCHITECTS, ENGINEERS, OR OTHER THIRD PARTIES RATHER THAN ON SELLER'S INTERPRETATION. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT, WHETHER IN CONTRACT, WARRANTY, INDEMNITY, TORT, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, ARISING DIRECTLY OR INDIRECTLY OUT OF THE PERFORMANCE OR BREACH OF THESE TERMS, SHALL SELLER BE LIABLE FOR (A) ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL OR SIMILAR DAMAGES SUCH AS LOSS OF USE, LOST PROFITS, LEGAL FEES OR DELAY DAMAGES, EVEN IF SUCH DAMAGES WERE FORESEEABLE OR CAUSED BY SELLER'S BREACH OF THIS AGREEMENT, (B) ANY CLAIM THAT PROPERLY IS A CLAIM AGAINST THE MANUFACTURER, OR (C) ANY AMOUNT EXCEEDING THE AMOUNT PAID TO SELLER FOR GOODS FURNISHED TO BUYER WHICH ARE THE SUBJECT OF SUCH CLAIM(S). SUBJECT TO APPLICABLE LAW, ALL CLAIMS MUST BE BROUGHT WITHIN ONE YEAR OF ACCRUAL OF A CAUSE OF ACTION.
6. Buyer shall indemnify, defend, and hold Seller its officers, directors, employees and agents harmless from any and all costs (including reasonable legal and accountant's fees and expenses), liabilities and damages resulting from or related to any third party (including Buyer's employees) claim, complaint and/or judgment arising from Buyer's use of any goods furnished hereunder, as well as any negligent, intentional, or tortious act or omission of Buyer or any material breach by Buyer of these Terms.
7. The goods shall be delivered to Buyer at the FCA shipping point specified in the purchase order. All responsibility and costs of shipping and delivery beyond the FCA point shall be borne by Buyer. Title and risk of loss shall pass to Buyer at the applicable FCA shipping point specified in the purchase order. All claims for shortage of or damage to goods as to which Seller has the risk of loss shall be waived unless Buyer, within 3 calendar days after receipt of the short or damaged shipment, gives Seller written notice fully describing the alleged shortage or damage. Partial shipments are permitted at Seller's discretion.
8. Any change in product specifications, quantities, destinations, shipping schedules, or any other aspect of the scope of goods must be agreed to in writing by Seller, and may result in a price and delivery adjustment by Seller. No credit for goods returned by Buyer shall be given without Seller's written authorization. All returns are subject to a restocking charge.
9. Unless otherwise agreed in writing, payment terms are net 30 days from shipment, payable in Canadian (Cdn.) dollars. Notwithstanding the foregoing, all orders are subject to Seller's continuing approval of Buyer's credit. If Buyer's credit is not approved or becomes unsatisfactory to Seller, then Seller, in its sole discretion, may suspend or cancel performance, or require different payment terms, including but not limited to cash on delivery or in advance of shipment. In addition, Seller may in its discretion require an advance deposit of up to 100% of Seller's selling price for any specially manufactured goods ordered by Buyer hereunder. Payments due hereunder shall be made in the form of cash, cheque, or money order, or other tender approved in writing by Seller. Seller may, in its sole discretion, apply Buyer's payment against any open charges. Past due accounts bear interest at the lesser of 1.5% per month (18% per annum), continuing after Seller obtains judgment against Buyer. Seller may exercise setoff or recoupment to apply to or satisfy Buyer's outstanding debt. Buyer shall have no right of setoff hereunder, the same being expressly waived hereby.
10. Buyer shall notify the Seller of the intended use of the product such as for domestic sale or foreign distribution at the time of the sale. To the extent permissible under Canadian law, Buyer shall not export or re-export, directly or indirectly, all or any part of the goods or related technology obtained from Seller under these Terms except in accordance with applicable export laws and regulations of the U.S. Further, and subject to applicable Canadian law, a Buyer that is a non-U.S. company or citizen shall similarly limit any export or re-export activity to that which would be deemed compliant with U.S. export laws and regulations if performed by a U.S. company or citizen. Buyer represents and warrants that it will comply with the Corruption of Foreign Public Officials Act ("CFPA") and has not, and will not in the future, do any of the following: directly or indirectly give, offer or agree to give or offer a loan, reward, advantage or benefit of any kind to a foreign public official or to any person for the benefit of a foreign public official (a) as consideration for an act or omission by the official in connection with the performance of the official's duties or functions or (b) to induce the official to use his or her position to influence any acts or decisions of the foreign state or public international organization for which the official performs duties or functions
11. Buyer shall pay Seller all costs and expenses of collection, suit, or other legal action brought as a result of the commercial relationship between them, including, but not limited to, all actual legal and paralegal's fees, and collection costs, incurred pre-suit, through trial, on appeal, and in any administrative or bankruptcy proceedings. Any cause of action that Seller has against Buyer may be assigned without Buyer's consent to S-I IPVF Canada, Inc. or to any affiliate, parent or subsidiary of S-I IPVF Canada, Inc.
12. This Agreement, Buyer's account, and the business relationship between Buyer and Seller shall be governed by and construed in accordance with the laws of the Province of Alberta without regard to conflicts of laws, rules, and specifically excluding the UN Convention on Contracts for the International Sale of Goods. The Parties agree that any legal action arising under or related to this Agreement shall be brought in Calgary, Alberta, and any right to object to such venue or to assert the inconvenience of such forum is hereby waived.
13. If Buyer fails to comply with these Terms, Seller may terminate or restrict any order immediately upon notice to Buyer. Buyer certifies that it is solvent and that it will advise Seller immediately if it becomes insolvent. Buyer agrees to send Seller written notice of any changes in the form of ownership of Buyer's business within 5 days of such changes. Buyer and Seller are the only intended beneficiaries of this document, and there are no third party beneficiaries.
14. The invalidity or unenforceability of all or part of these Terms will not affect the validity or enforceability of the other terms. The parties agree to replace any void or unenforceable term with a new term that achieves substantially the same practical and economic effect and is valid and enforceable.
15. The following provisions shall survive termination, cancellation and completed performance of this Agreement as long as necessary to allow the aggrieved party to fully enforce such clauses: 5, 6, 9, 10, 11 and 12.
16. The parties hereto confirm that it is their wish that this Agreement as well as other documents relating hereto, including notices, have been and shall be drawn up in the English language only. Les parties aux présentes confirment leur volonté que cette convention de même que tous les documents, y compris tous avis, s'y rattachant, soient rédigés en langue anglaise seulement.