



This form is capable of being edited with Adobe Acrobat Reader. Please fill in all applicable blue fields, save the file, and email to **credit@triadmetals.com**

In the event that you are unable to email the file, please fax to **267-913-3599**

CREDIT APPLICATION

Company Name: _____

Bank Information:

Bank _____

Address _____

City _____ *State* _____ *Zip* _____

Contact Name _____

Phone/Ext. _____

Email _____

Account Number _____

Credit References:

Steel Supplier _____

Address _____

City _____ *State* _____ *Zip* _____

Phone _____

A/R Contact Name _____

Email or Fax# _____

Steel Supplier _____

Address _____

City _____ *State* _____ *Zip* _____

Phone _____

A/R Contact Name _____

Email or Fax# _____

Steel Supplier _____

Address _____

City _____ *State* _____ *Zip* _____

Phone _____

A/R Contact Name _____

Email or Fax# _____

Other Supplier Reference _____

Address _____

City _____ *State* _____ *Zip* _____

Phone _____

A/R Contact Name _____

Email or Fax# _____

Applicant agrees to the credit and payment terms of Triad Metals International. Applicant also authorizes the above named references to provide banking & credit information to Triad Metals International for the purpose of establishing credit.

Authorized Signature **Date**

Corporate Headquarters
1 Village Road Horsham, PA 19044-3812



This form is capable of being edited with Adobe Acrobat Reader. Please fill in all applicable blue fields, save the file, and email to credit@triadmetals.com

In the event that you are unable to email the file, please fax to **267-913-3599**

Company Info:

Company Name

Main Phone Number

Billing Address

Main Fax Number

Purchasing Contact Email

City State Zip

Web Site

Send Invoices: How should we send invoices?

- By mail (*to the billing address listed above*)
 By email *email address:* _____
 By fax *fax number:* _____

Mill Test Reports: If required, how should we send Mill Test Reports?

- By mail (*to the billing address listed above*)
 By email *email address:* _____
 By fax *fax number:* _____

If certs are required to be sent with the truck, please note that on the ship to information.

Purchasing:

Main Contact

Assistant

Title

Title

Phone Fax

Phone Fax

Email

Email

Accounts Payable:

Main Contact

Assistant

Title

Title

Phone/Ext Fax

Phone/Ext Fax

Email

Email

Corporate Headquarters
1 Village Road Horsham, PA 19044-3812



This form is capable of being edited with Adobe Acrobat Reader. Please fill in all applicable blue fields, save the file, and email to **credit@triadmetals.com**

In the event that you are unable to email the file, please fax to **267-913-3599**

Primary Ship To:

Location Name

Receiving Phone Number

Receiving Department Contact

Receiving Fax Number

Address

Receiving Email

City

State

Zip

Tarpping: (select one) NOTE: additional charges from carrier may apply

Do not get wet Winter Only (no road salt) Never Always

Horizontal Blocking? Yes No

Additional Blocking? NOTE: additional charges may apply _____

Send certs with truck? Yes No

Offloading Abilities: (select one per line)

Overhead Crane

max. lift _____ lbs

Forklift

max. lift _____ lbs

Offloads Material? indoors outdoors

Receiving Days & Hours? _____

Appointments necessary? Yes No

If yes, Schedule Appointment with:

Name

Title

Phone/Ext

Email

Special Shipping Instructions:

TERMS AND CONDITIONS OF THIS SALES CONTRACT

1. Prices are based on present freight and shipping costs. All collection and bank charges, stamps and fees are chargeable to the account of Buyer. If there is any increase in freight charges, insurance costs or duty due to an increase in the rates applicable at time of shipment, or any increase in Seller's cost caused by governmental action or legislation between the date hereof and the date of shipment, then the purchase price may be increased by Seller to cover such additional expenses. Buyer shall pay for inspections of the materials, if any. Any tax imposed by any governmental authority on the sale of the materials shall be paid by Buyer in addition to the purchase price.
2. In the event of sale on letter of credit terms, the specifications of said Letter of Credit shall for all purposes remain subordinate to the terms of this contract.
3. (a) Buyer assumes all risks involved in the use or possession of material delivered hereunder.
(b) **NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OR MERCHANTABILITY** or fitness for particular purposes, are made by Seller other than that the materials conform to the description stated herein within tolerances stated.
(c) In the event it is found that the materials are at variance with this contract, then Seller's sole liability shall not exceed the difference between the value of the materials at the place and time of delivery and the value the materials would have had at the same place and date if they were not at variance with the specifications of this contract. Under no circumstances shall Seller be liable for additional, incidental, consequential or other special damages, including but not limited to labor expenses, lost profit and market losses, or be subject to specific performance. Seller may, at its option, repurchase nonconforming or damaged materials at the unit price of this contract in full satisfaction of any claim.
(d) Buyer's acceptance shall be deemed final upon the earlier of any of the following: (i) when Buyer has processed or changed the condition of any of the materials in any manner, (ii) when the materials have left Buyer's possession, or (iii) within seven (7) days of delivery of the materials; any claim arising thereafter and any revocation by Buyer shall thereafter be barred.
4. Risk of loss for the materials shall pass to Buyer upon shipment of the materials or any part thereof to Buyer.
5. The materials or any part thereof shall remain the property of Seller until the full invoice price has been paid, notwithstanding that Buyer may have been granted credit at any time on any terms. In addition to other remedies, materials may be repossessed by Seller for the failure of Buyer to make any payment when due.
6. Buyer shall be deemed to have waived all claims against the Seller with respect to the materials unless Buyer shall have sent written notice of claim, specifying the nature and precise extent of the claim within seven (7) days of receipt of the materials at the destination shown on the face side hereof, which timely notice shall be deemed a condition precedent to the arbitration of any claims against Seller.
7. In case of a dispute as to whether the goods are non-conforming or damaged, Buyer may request Seller to designate an independent testing laboratory in order to determine whether the materials are at variance with the specifications of this contract, in which case the report from the independent testing laboratory shall be binding on both parties. The expense of this testing shall be chargeable to Buyer unless it is thus established that the materials are at variance with the specifications of this contract.
8. Seller shall not be liable for delay in performance, or total or partial inability to perform due to any cause beyond its control or beyond the control of its suppliers, including but not limited to Acts of God, strikes, fires, accidents, governmental regulations, interrupted transportation facilities, or any other causes, whether or not similar to any of those specified, beyond its control. If performance by Seller is delayed by reason thereof for more than sixty (60) days either to cancel the contract or any unfulfilled part thereof or to extend the time of delivery until a reasonable time after the operation of any such cause shall have ceased. If Buyer is to make payment by Letter of Credit, upon request, he shall extend Letter of Credit for a period of ninety (90) days.
9. Payment by Buyer in accordance with specified payment terms shall be a condition precedent to delivery by Seller of shipments under the contract and/or any other contract between the parties. If Buyer becomes bankrupt, or proceedings are commenced under the bankruptcy acts for its reorganization or other debt adjustment, or if Buyer defaults in performing any of its obligations to Seller under this contract or other contract between the parties, Seller at its option, may cancel the contract and/or any other contract between the parties, hold Buyer liable for any unpaid installments thereunder which shall then become immediately due and payable, and for any damage to Seller under said contracts, and/or retain any amounts already paid under this or other agreements as damages to Seller. In addition to any other remedies granted hereunder, materials for which payment is due may be repossessed by Seller for the failure of Buyer to make any such payment. Whenever, in the opinion of Seller, the financial condition of Buyer warrants, prior to delivery of good, Seller may limit or cancel the credit of Buyer as to time and amount and as a consequence, may demand (a) payment in cash before delivery of any part of the goods, (b) anticipated payment in amounts Buyer owes on all obligations to Seller and/or (c) acceptable guarantee of such payments or collateral therefore.
10. In case of Buyer's breach, Seller may recover actual damages plus cost and expense of suit and/or collection including reasonable attorneys' fees.
11. (a) The parties hereto irrevocably agree that each and every controversy or claim arising out of, in connection with or relating to this contract or the interpretation, performance or breach thereof shall be settled by arbitration in Federal and State Court in Pennsylvania under the rules then obtaining of the American Arbitration Association.
(b) In any arbitration proceeding in which an award is made in favor of Seller, Seller shall be entitled, in addition to other damages awarded to it, to recover from Buyer all costs and expenses of the arbitration, including its reasonable attorneys' fees.
(c) Any arbitration hereunder may be consolidated with any other arbitration proceeding arising from resale of the materials covered by this contract.
12. This contract shall be deemed made in the State of Pennsylvania and shall be interpreted under the laws of said state, including the Uniform Commercial Code of the Arbitration as adopted in said state as effective and in force on the date hereof. The parties recognize and consent to the jurisdiction over them including, but not limited to, confirmation of any arbitration award.
13. Buyer shall be deemed to have accepted this contract and all terms and conditions hereof by any of the events (a) by signing and returning a copy hereof; (b) when Buyer receives and retains this contract without objection for ten (10) days; (c) by acknowledging receipt of this contract; (d) when Buyer accepts delivery of all or any part of the goods covered hereby or (e) when Buyer has otherwise assented to the terms and conditions hereof. Any terms or conditions proposed by the Buyer which vary or alter the terms or conditions of this contract are hereby rejected and shall be deemed null and void. Seller may cancel this contract or revoke any offer to sell materials to Buyer, without liability on its part, at any time prior to receipt by Seller of Buyer's return of a signed duplicate hereof.
14. (a) Should any term or condition contained herein be found to be illegal, invalid or unenforceable, in whole or in part, such term or condition shall not affect the legality, validity and enforceability of any other term or condition herein.
(b) No prior course of dealing or usage of trade not expressly set forth herein shall modify or contradict this contract in any way. This contract supersedes for all purposes of prior correspondence, verbal exchanges, agreements and Buyer's order blanks or confirmations whether issued before or after this contract.
(c) None of the terms and conditions contained herein may be added to, modified, superseded or otherwise altered except by a written instrument signed by an authorized representative of Seller and delivered by Seller to Buyer, and each shipment purchased by Buyer from Seller shall be deemed to be only upon the terms and conditions that may be contained in this contract or any permitted amendment hereto, notwithstanding Seller's act of shipping goods, accepting payment or similar acts of Seller. No waiver, in whole or in part, of the terms and conditions contained herein, shall be effective unless such waiver is supported by consideration, in writing and signed by the party making it.
(d) The rights and remedies granted to seller hereunder are cumulative and are in addition to any other rights and remedies, in law or in equity, provided to Seller.
(e) The terms and conditions contained herein, unless modified pursuant hereto, are the final, complete and integrated understanding of Buyer and Seller.
15. For delayed payment, Buyer expressly agrees that he will be charged at Seller's prevailing prime bank rate plus ½ percent for every 2 ½ percent or fraction thereof of prime rate. In no event will any late charges be in excess of rate permissible by law.
16. Buyer's Remedies: Except as otherwise provided herein failure of the Seller to perform its obligations shall entitle Buyer to cancel the contract and recover from Seller the difference between the purchase price (computed on an F.O.B. port of shipment basis) and the market price at the point of shipment. Seller shall not be liable for any consequential or special damages.
17. **SECURITY INTEREST:** Buyer grants Seller a purchase money security interest in all goods delivered until payment in full is received, and agrees to cooperate in the preparation, signing and filing of any documents necessary to substantiate or perfect Seller's security interest in all applicable jurisdictions.