



ROLLED STEEL PRODUCTS, INC.

PO Box 2864 Spokane, WA 99220-2864

Phone: (509)535-8667 Fax: (509)535-8682 Toll Free: (800)238-4057



CONFIDENTIAL CUSTOMER AGREEMENT
(not an application for the extension of credit)

The undersigned, for the purpose of engaging in purchase transactions now and hereafter, herewith submit to **ROLLED STEEL PRODUCTS, INC.**, for their reliance thereon, the following representations which are complete, accurate and truthful. In the event of any substantial change in the following representations, the undersigned promises to immediately notify **ROLLED STEEL PRODUCTS, INC.**

(Note: if a commercial credit account is desired, a separate CONFIDENTIAL APPLICATION & AGREEMENT FOR CREDIT must be completed and approved by **ROLLED STEEL PRODUCTS, INC.**)

Applicant/Business Legal Name: _____

Applicant/Business Trade name (dba, aka): _____

Mailing Address (street/city/state/zip): _____

Physical Address (street/city/state/zip): _____

Phone Number: _____ Cell Number: _____ Fax Number: _____

Contact Email Address: _____

Date Business Established: _____ Federal I.D. No. _____ UBI No. _____

Reseller Permit Number(s): _____ (Please submit copies of valid permits.)
MT and OR buyers must provide proof of valid state identification or business license prior to sale for tax-exempt status.

State Contractor's License Number: _____ State: _____ Specialty General

Business Form: Sole Proprietor; LLC; Partnership; Corporation (State: _____)

PRINCIPALS OF FIRM (Owners, Partners or Officers)

Name Address City/State/Zip Title

Name Address City/State/Zip Title

Name Address City/State/Zip Title

In consideration of ROLLED STEEL PRODUCTS, INC. engaging in the sale of its product to the undersigned, the undersigned agrees to pay for all items ordered at its request, or the request of an employee, at the time the order is picked up at RSP or delivered to the customer's designated location. In addition, if ROLLED STEEL PRODUCTS, INC. commences litigation or employs attorneys in order to secure payment, the undersigned agrees to pay reasonable attorney fees and costs of collection, including those incurred in bankruptcy proceedings, in addition to all of the amounts due. At the option of ROLLED STEEL PRODUCTS, INC., jurisdiction shall be in Washington State, with venue in Spokane County. If arbitration is pursued, any ruling by the arbitrator, including a judgment in favor of Rolled Steel Products, Inc., is final.

Authorized Signature Title Date

TERMS AND CONDITIONS

1. **TERMS OF PAYMENT:** Sales are payable in U.S. Funds at the office of ROLLED STEEL PRODUCTS, INC., Spokane Washington no later than the time the order is picked up at RSP. Special arrangement may be authorized by ROLLED STEEL PRODUCTS, INC. for payment at the time of delivery to the purchaser's designated site. If payment is not made as arranged, the material will NOT be delivered. If at any time the financial responsibility of the Purchaser is impaired, ROLLED STEEL PRODUCTS, INC. shall have the right to cancel orders, discontinue shipments, require payments in advance, and/or require other satisfactory security to guarantee that invoices will be paid promptly when due.
2. **OPENING AN ACCOUNT:** Accounts may be opened by submitting a fully completed and properly signed RSP CONFIDENTIAL APPLICATION AND AGREEMENT FOR CREDIT. Please allow **five (5) business days** after submitting the application for approval of an **initial order on OPEN ACCOUNT**.
3. **RETURNS:** Custom cut steel panels may be returned, with prior approval, for scrap value less all freight charges. At the discretion of RSP, all other items will be accepted for return at a 15% restocking charge. All items must be in original cartons and in prime condition.
4. **GENERAL WARRANTY:** ROLLED STEEL PRODUCTS, INC. (RSP) warrants that products sold are free from faulty material or workmanship. RSP warrants that its products will be produced to tolerances generally accepted within the industry. RSP's sole liability under such warranty is limited to the repair or replacement of products deemed to be defective by RSP. No product shall be returned to RSP for warranty replacement without specific written approval by RSP. Upon prompt notice (see "Claims" below) of non-conformity and confirmation that the products have been properly stored, installed, maintained and operated, RSP may elect to either repair or replace such products. The foregoing constitutes buyer's sole and exclusive remedy, whether in contract, tort or otherwise. There are NO implied warranties as to merchantability or fitness for purpose. In NO event shall RSP be liable for incidental or consequential damages NOR for any other loss or damage.
5. **CLAIMS:** Claims for shortages or damages must be filed within seven (7) days of delivery date if materials were left at the job site with no person signing for said materials. If a signature of acceptance for the materials was attained at the time of delivery, there is a three (3) day period to file claims. Any claims filed after these dates will be disallowed. No claims for water marking, staining and "White Rusting" of material will be honored by RSP.
6. **ORDER ACCEPTANCE:** Fulfillment of orders by RSP is contingent upon the availability of materials.
7. **CUSTOMER PURCHASE ORDERS:** Written or faxed customer purchase orders are encouraged to help in confirming the exact items and quantities ordered. Customer purchase orders will be accepted subject to RSP's Terms and Conditions, regardless of what the Purchaser's forms state.
8. **PRICING:** Prices are subject to change without notice. Orders will be invoiced at and are subject to payment at current prices and exact quantity shipped. Errors will be rebilled at the correct current price and quantity shipped. Prices specified do not include any taxes (excise, privilege, occupation, sales, use or other taxes payable on account), and all such taxes now in effect and/or hereafter levied which are applicable are in addition to such price and shall be paid by the purchaser.
9. **APPLICABLE LAW:** The sale of goods shall be governed by the laws of the State of Washington.
10. **ASSIGNMENT:** No assignment of rights or delegation of duties shall be binding upon RSP without written consent.