

# NUCOR<sup>®</sup>

## TUBULAR PRODUCTS

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### REPUBLIC CONDUIT, INC.

#### CREDIT APPLICATION\*

D-U-N-S Number \_\_\_\_\_  
Company Name \_\_\_\_\_  
Billing Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Shipping Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Type of Business \_\_\_\_\_ Date Established \_\_\_\_\_  
Estimated Monthly Purchases \_\_\_\_\_ Credit Line Requested \_\_\_\_\_  
**A/P CONTACT NAME** \_\_\_\_\_ **A/P EMAIL ADDRESS** \_\_\_\_\_

#### **Management**

##### Key Management Members and/or Owners

Name and Title:	Email address:	Telephone:
_____	_____	_____
_____	_____	_____

#### **Bank Reference**

Name \_\_\_\_\_ Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Phone \_\_\_\_\_ Officer \_\_\_\_\_ Account Number \_\_\_\_\_

#### **Trade References (Three please)**

Name	Fax	Phone
_____	_____	_____
_____	_____	_____
_____	_____	_____

The above information is provided in connection with our request for credit from your company. To the best of our knowledge and belief, this information is accurate and may be relied upon in making your credit decision. We authorize our bank to furnish you any information necessary to complete your evaluation of our credit history. In consideration of an extension of credit, the Buyer agrees to pay all costs including, but not limited to, reasonable attorney fees, court costs and collection agency fees, in the event the Seller commences any action or otherwise seeks to enforce this agreement whether or not a suit is filed.

**All sales and extensions of credit shall be subject to the terms and conditions attached hereto.**

*\* Republic Conduit offers discounts available to all customers pursuant to loyalty programs; please contact your sales representative for details on how to participate.*

Authorized Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

RETURN TO [insert contact information]

## REPUBLIC CONDUIT-TERMS AND CONDITIONS OF SALE

1. Except as otherwise agreed in a writing signed by Buyer and Republic, the applicable Republic sales order acknowledgement, together with these terms and conditions constitute the entire agreement between Republic and Buyer relating to the sale of such goods by Republic. Terms or conditions contained in any document issued by Buyer that in any manner purport to alter, modify, change, suspend, or add to any term or condition contained herein shall be deemed excluded from such Buyer document and waived by Buyer. Republic and Buyer expressly agree that Republic may modify these terms and conditions from time to time, and such modifications shall be binding upon Buyer.
2. The purchase price of the goods shall be as stated on the face of the applicable Republic sales order acknowledgement; provided, however, that if Republic announces a general price increase, the purchase price shall be revised to include such price increase. Republic may in its sole discretion add a surcharge to the price of goods predicated upon increases in the cost of raw materials or energy. Such surcharge may be adjusted by Republic periodically to reflect a change in such costs. Republic Conduit, Inc. offers discounts available to all customers pursuant to loyalty programs. Buyer acknowledges the availability of such discounts and its opportunity to participate in same and may contact Buyer's sales representative if Buyer wishes to participate.
3. Buyer cannot modify, cancel, or otherwise alter orders without Republic's written consent. Any such cancellation, modification, or alteration shall be subject to conditions as negotiated at such time, which shall include protection of Republic against loss.
4. All deliveries are EXW (Incoterms 2010) loaded Republic shipping facility, freight prepaid or freight collect to destination. If shipped freight prepaid, the charge for freight will be added to the invoice. Neither freight charges nor tax is subject to any discount. Title and risk of loss pass upon delivery. Risk of loss or damage in transit shall be borne by Buyer, and claims shall be made directly with carrier. Buyer may pick up the goods at Republic's shipping facility provided Buyer does so within 10 days after the date Buyer is notified of the availability of goods. Republic reserves the right to ship without further notification at any time after the 10-day period. Buyer shall indemnify, defend (if elected by Republic), reimburse, and hold harmless Republic from and against any claims, damages, costs, expenses or other liabilities suffered by Republic resulting from any acts or omissions of any carrier, broker, or other transportation provider and its/their personnel engaged by Buyer or its agents.
5. Delivery dates are approximate. Republic shall not be responsible for non-shipment of goods or delays in delivery or performance due to causes beyond its reasonable control, including, but not limited to, acts of God; acts of Buyer; strikes or other labor disturbances; Republic's inability to obtain, or material increases in the cost of, fuel, raw materials or parts; delays in transportation; repairs to equipment; fires; or accidents. Acceptance of goods upon delivery shall constitute a waiver by Buyer of any claim for damages on account of non-shipment or delays in delivery or performance.
6. SUBJECT TO STANDARD MANUFACTURING VARIATIONS, REPUBLIC WARRANTS THAT THE GOODS FURNISHED HEREUNDER SHALL MEET SPECIFICATIONS SET FORTH ON THE FACE OF THE APPLICABLE REPUBLIC SALES ORDER ACKNOWLEDGEMENT. REPUBLIC MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY EXCLUDES ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
7. No claim for damages for goods that do not conform to specifications will be allowed unless Republic is given immediate notice after delivery of goods to the first destination to which they are shipped and allowed an opportunity to inspect them or otherwise provided evidence of the claim in accordance with Republic's then-current claims policy. Goods for which damages are claimed shall not be returned, repaired, or discarded without Republic's written consent. In the event Republic consents to a return of any goods, Buyer shall follow Republic's then-current return policy. In the event of any conflict between these terms and conditions, and the terms and conditions of Republic's claims policy and/or return policy, these terms and conditions shall govern. BUYER'S EXCLUSIVE REMEDY AGAINST REPUBLIC, AND REPUBLIC'S SOLE OBLIGATION, FOR ANY AND ALL CLAIMS, WHETHER FOR BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, SHALL BE LIMITED TO REPUBLIC'S REPLACING GOODS THAT DO NOT CONFORM TO SPECIFICATIONS OR, AT REPUBLIC'S OPTION, REFUNDING THE PURCHASE PRICE. IN NO EVENT SHALL REPUBLIC HAVE ANY LIABILITY FOR DAMAGES IN AN AMOUNT EXCEEDING THE PURCHASE PRICE OF THE GOODS IN QUESTION, NOR SHALL REPUBLIC HAVE ANY LIABILITY FOR SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES.
8. Republic may, at its sole discretion, assign any Republic credit manager to Buyer's account. All credit information supplied to Republic will be available for use throughout Republic by any Republic affiliate and or subsidiary for the purpose of determining creditworthiness. If, in Republic's opinion, Buyer's credit becomes impaired, Republic may suspend performance until such time as Republic has received full payment for any goods already delivered or in process and is satisfied (in its sole discretion) as to Buyer's credit for future deliveries. If Republic suspends performance and later proceeds with such order, Republic shall be entitled to such extension of time for performance as is necessitated by the suspension.

9. All taxes, duties, tariffs or any other charges of any kind levied by any federal, state, municipal or other governmental authority that are required to be collected or paid with respect to the production, sale, or shipment of goods sold to Buyer shall be the responsibility of Buyer. Buyer agrees to pay all such taxes, duties, tariffs or other charges and further agrees to reimburse Republic for any such payments made by Republic.

10. Checks or payments, whether full or partial, received from or for the account of Buyer, regardless of writings, legends, or notations upon such checks or payments, or regardless of other writings, statements, or documents, shall be applied by Republic against any amount owing by Buyer with full reservation of all of Republic's rights, without an accord and satisfaction of Buyer's liability.

11. In the event Buyer fails to make payment to Republic, or any affiliate of Republic, of any amounts due and owing to Republic or such affiliate (including any applicable surcharge or freight charge), Republic shall have the right to terminate any Buyer order or any unfulfilled portion thereof, and Republic or any affiliate thereof may terminate any other agreement between Republic or such affiliate and Buyer. Republic may charge interest on the outstanding balance at an annual rate of 12% or the highest rate allowed by law (whichever is less). Republic shall have the right to employ an attorney to collect the balance due, and Buyer agrees to pay all collection costs incurred by Republic, including its reasonable attorneys' fees.

12. This agreement shall be governed by the laws of the state in which Republic's shipping facility is located. Buyer, acting for itself and its successors and assigns, hereby expressly and irrevocably consents to the exclusive jurisdiction of the state and federal courts of that state for any litigation which may arise out of or be related to this agreement. Buyer waives any objection based on *forum non conveniens* or any objection to venue of any such action.

13. APPLICABLE ONLY FOR SALES OR REALES INTO THE STATE OF CALIFORNIA: Proposition 65 warnings are required by California law. Buyer acknowledges that Republic's goods may result in an exposure to chemicals, including lead and lead compounds, which are alleged by the State of California to cause cancer, birth defects and/or other reproductive harm. Buyer is responsible for complying with California law regarding providing Proposition 65 notices to any customers in the State of California, and shall indemnify, defend (if elected by Republic), reimburse, and hold harmless Republic from and against any claims, damages, costs, expenses or other liabilities suffered by Republic as a result of Buyer's failure to comply with Proposition 65. For more information, please go to [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).

14. Republic reserves the right to enforce these terms and conditions at any time and none shall be deemed waived unless such waiver is in writing signed by a duly authorized officer of Republic. All rights and remedies granted herein are in addition to all remedies available at law or in equity.

**THE UNDERSIGNED HEREBY MAKES APPLICATION FOR CREDIT AND AGREES THAT THE EXTENSION OF CREDIT AND/OR SALE OF PRODUCTS BY REPUBLIC TO BUYER OR ANY OF ITS SUBSIDIARIES ARE EXPRESSLY CONDITIONED UPON BUYER'S ASSENT TO THESE TERMS AND CONDITIONS FOR ALL PURCHASES FROM REPUBLIC. BUYER SHALL CAUSE ITS SUBSIDIARIES TO HONOR THESE TERMS AND CONDITIONS AS IF SIGNATORIES HERETO. BUYER ACCEPTS THESE TERMS AND CONDITIONS, WHICH MAY ONLY BE MODIFIED AS PROVIDED THEREIN, AND AUTHORIZES REPUBLIC TO INVESTIGATE BUYER'S CREDITWORTHINESS, INCLUDING A REQUEST FOR A CREDIT REPORT, TO WHICH BUYER SPECIFICALLY CONSENTS.**

**BUYER COMPANY NAME:**

**AUTHORIZED SIGNATURE:**

**PRINT NAME & TITLE:**

**DATE:**