

ACCOUNT APPLICATION



TERRITORY _____

1102 7TH. STREET, NISKU, AB T9E8A8, CANADA PHONE: (780) 955-5510 FAX: (780) 955-5538

FOR THE PURPOSE OF ESTABLISHING CREDIT ACCOMMODATIONS OR UPDATING CREDIT INFORMATION, THE FOLLOWING IS PROVIDED:

| | | | | | |
|--|--|---------------------------|--|-----------------|------------------------------|
| APPLICANT'S BUSINESS NAME | | | | PHONE () () | |
| | | | | FAX () () | |
| STREET ADDRESS | | CITY | | STATE | ZIP |
| MAILING ADDRESS | | CITY | | STATE | ZIP |
| TYPE OF BUSINESS: <input type="checkbox"/> Agriculture <input type="checkbox"/> Contractor/Mechanical <input type="checkbox"/> HVAC <input type="checkbox"/> Contractor/General <input type="checkbox"/> Contractor/Piping <input type="checkbox"/> Waterworks <input type="checkbox"/> Govt/Institutions <input type="checkbox"/> Fabricator <input type="checkbox"/> Irrigation Driller: <input type="checkbox"/> Water <input type="checkbox"/> Supplier/Wholesaler <input type="checkbox"/> MFR <input type="checkbox"/> Oil | | | | | DATE BUSINESS STARTED / / |
| NAME OF CONTRACTOR LICENSE HOLDER | | CONTRACTOR LICENSE NUMBER | TYPE OF LICENSE | EXPIRATION DATE | BONDING COMPANY |
| CHECK ONE: <input type="checkbox"/> LLC (List Members) <input type="checkbox"/> Sole Owner <input type="checkbox"/> Partnership (List Partners) <input type="checkbox"/> Corporation (List Officers) | | | If a corporation or LLC, under what state? _____ Date of Formation _____ Date Incorporated _____ Federal Tax No. _____ | | |

| PRINCIPAL'S INFORMATION | | | |
|--|--|---------------------|----------------------|
| 1 PRINCIPAL'S NAME (Please Type or Print) _____ Title _____ | HOME: <input type="checkbox"/> Own <input type="checkbox"/> Rent | HOME PHONE () () | DRIVER'S LICENSE NO. |
| | STREET ADDRESS | SOCIAL SECURITY NO. | MARITAL STATUS |
| | CITY STATE ZIP | DATE OF BIRTH / / | SPOUSE'S NAME |
| 2 PRINCIPAL'S NAME (Please Type or Print) _____ Title _____ | HOME: <input type="checkbox"/> Own <input type="checkbox"/> Rent | HOME PHONE () () | DRIVER'S LICENSE NO. |
| | STREET ADDRESS | SOCIAL SECURITY NO. | MARITAL STATUS |
| | CITY STATE ZIP | DATE OF BIRTH / / | SPOUSE'S NAME |
| 3 PRINCIPAL'S NAME (Please Type or Print) _____ Title _____ | HOME: <input type="checkbox"/> Own <input type="checkbox"/> Rent | HOME PHONE () () | DRIVER'S LICENSE NO. |
| | STREET ADDRESS | SOCIAL SECURITY NO. | MARITAL STATUS |
| | CITY STATE ZIP | DATE OF BIRTH / / | SPOUSE'S NAME |

Are products purchased for resale? Yes No If y es, please attach resale card. Resale # _____

Have you ever applied for or been extended credit at Kelly? Yes No If yes, under what name? _____

Has any principal of your company filed bankruptcy? Yes No If yes, please explain. _____

Has this company or predecessor company ever filed bankruptcy? Yes No If yes, please explain. _____ Date / /

| | | | | | |
|------------------|--|--|--|--|---------------------------------------|
| PURCHASES | What are your average monthly purchases of materials from all sources of supply? \$ _____ | What is your estimate of monthly purchases from Kelly? \$ _____ | If a contractor, do you buy material on a job basis? <input type="checkbox"/> Yes <input type="checkbox"/> No | Will you supply information for preliminary job notices? <input type="checkbox"/> Yes <input type="checkbox"/> No | Number of invoices required? _____ |
|------------------|--|--|--|--|---------------------------------------|

| | | | | |
|--------------------------|---|--------|---------------|-------------|
| CREDIT REFERENCES | 1 | NAME | PHONE () () | FAX () () |
| | | STREET | CITY | STATE ZIP |
| | 2 | NAME | PHONE () () | FAX () () |
| | | STREET | CITY | STATE ZIP |
| | 3 | NAME | PHONE () () | FAX () () |
| | | STREET | CITY | STATE ZIP |
| | 4 | NAME | PHONE () () | FAX () () |
| | | STREET | CITY | STATE ZIP |

COMPLETE REVERSE SIDE

| | | | |
|-------------------|----------------------|----------------|--------------------|
| NAME OF BANK ① | | | PHONE () |
| BRANCH ADDRESS | COMMERCIAL ACCOUNT # | LOAN ACCOUNT # | PERSONAL ACCOUNT # |
| NAME OF BANK ② | | | PHONE () |
| BRANCH ADDRESS | COMMERCIAL ACCOUNT # | LOAN ACCOUNT # | PERSONAL ACCOUNT # |

Kelly Pipe Canada ULC

CREDIT AGREEMENT: All goods sold to Applicant are sold and purchased pursuant to the terms and conditions set forth on this application and on Kelly's printed invoices. In the event of a conflict between Kelly's terms and conditions and any terms in Applicant's purchase order or other documents, Kelly objects to Applicants terms and Kelly's terms shall be controlling. It is specifically agreed that any past due balance shall be paid by applicant or by Guarantor(s) at Kelly's Corporate Credit Dept., 11680 Bloomfield Ave., Santa Fe Springs, CA 90670, USA.

PERSONAL GUARANTY: I/We sign this Credit Application and Credit Agreement on behalf of Applicant, and, as an individual(s), jointly and severally, personally guaranty payment of all present and future indebtedness of Applicant to Kelly and waive all notices from Kelly and waive the right to require Kelly to proceed against Applicant. I/We also agree that our personal liability hereunder shall not be deemed to be released or discharged by: any extension of time; by any other modification, substitution, settlement, supplement or compromise granted to Applicant; by any change in the legal form of ownership of Applicant; or, by any change whatsoever in the business relationship between Kelly and Applicant including but not limited to any change in credit terms, amount of credit, or amount of service charges on past due accounts; or by the transfer of new or additional security by Applicant or by the undersigned to Kelly Liability under this Guaranty shall not be released or terminated by Kelly's failure to exercise diligence in enforcing its rights against Applicant or against the undersigned. This is an absolute and continuing Guaranty.

CERTIFICATION AND NOTICES: I/We certify that everything stated on this application, and/or attachment is true to the best of my/our knowledge. All goods invoiced to Applicant by Kelly shall be sold in reliance upon the information contained in, or attached to the document. The liability created by this document can be limited or terminated (by Applicant or Guarantor) only by a clear written notice sent by certified, return receipt mail, addressed to: Kelly Pipe Co., LLC Attention: Corp Credit, 11680 Bloomfield Ave., Santa Fe Springs, CA 90670, USA. Applicant specifically authorizes any of its suppliers and/or banks to disclose to Kelly and credit information regarding Application as may be requested by Kelly.

PAST DUE ACCOUNTS: Any action to collect past due balances or to enforce the Personal Guaranty, may be filed in the Los Angeles Municipal Court, the Los Angeles Superior Court or the Federal District Court in Los Angeles. In the event of a default in payment of Applicant's account with Kelly, Kelly may institute legal action to enforce mechanic's lien, stop notice, or joint-check agreement rights with respect to goods sold by Kelly to Applicant; and, add to Applicant's account all fees and costs incurred as a result of such legal action. Such costs and fees may be added to Applicant's account either during the litigation or at the conclusion of the litigation. Furthermore, in the event of a default in payment of Applicant's account with Kelly, Kelly shall also be entitled to: (i) service charges in the amount of 1-1/2% per month on past due balances and (ii) in the event of suit against Applicant, Applicant and Guarantor agree to pay the full amount of Kelly's actual attorney fees, plus other normal litigation costs; or (iii) in the event of assignment to collection agency debtor will pay actual collection fees charged by collection agency to Kelly.

This document may be executed and transmitted to Kelly by facsimile machine and the facsimile transmission to Kelly shall be deemed an original and shall be binding upon the undersigned upon its receipt by Kelly.

| | |
|---------------------|---------------------|
| NAME (PLEASE PRINT) | NAME (PLEASE PRINT) |
| SIGNATURE | SIGNATURE |
| DATE | DATE |

THIS APPLICATION WILL NOT BE PROCESSED UNLESS SIGNED ABOVE.

➔ PLEASE FAX YOUR COMPLETED APPLICATION TO THE LOCATION WHERE YOU WANT TO PURCHASE, SEE BELOW.

➔ PLEASE MAIL ORIGINAL TO **Kelly Pipe Canada ULC**

11680 BLOOMFIELD AVENUE • P.O. BOX 2827
SANTA FE SPRINGS, CA 90670, USA
www.kellypipe.com

CORPORATE OFFICE FAX: (562) 868-8816