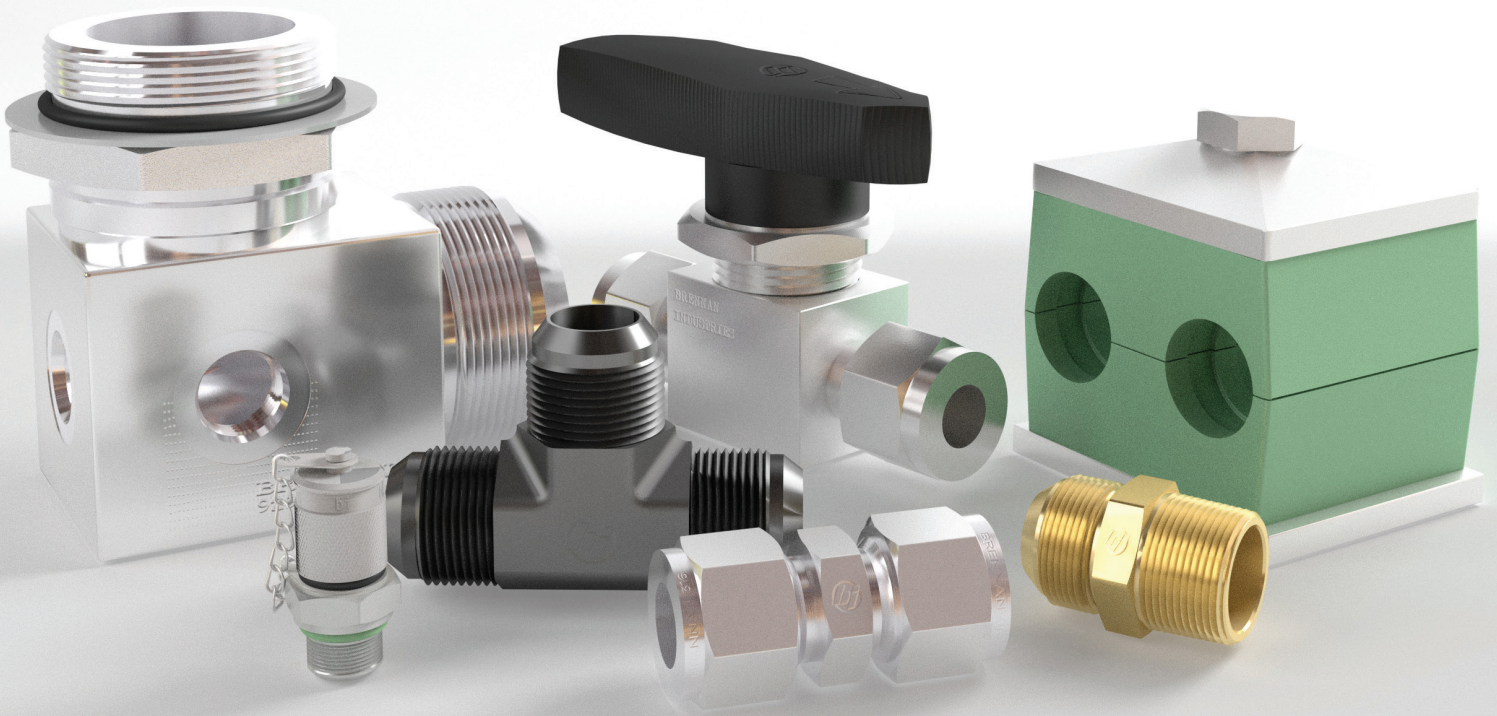




# CREDIT APPLICATION FORM

Apply today and benefit from trade discounts across 40,000 products at all of our branches worldwide.





**BRENNAN INDUSTRIES**  
CORPORATE OFFICES  
6701 Cochran Rd.  
Solon, Ohio 44139  
Ph. (440) 248-7088  
Fax (440) 248-9375  
Toll Free (800) 331-1523

## CUSTOMER CREDIT APPLICATION

### COMPANY NAME AND ADDRESS INFORMATION

Bill To:	_____	Ship To:	_____
Name:	_____	Name:	_____
Address:	_____	Address:	_____
City:	_____	St:	_____
Zip:	_____	City:	_____
Phone #	_____	Fax #	_____

### GENERAL BUSINESS INFORMATION

Type of Business: \_\_\_\_\_

Sale Tax and or Use Tax Exempt? No \_\_\_\_\_ Yes \_\_\_\_\_ Exempt/Resale # \_\_\_\_\_

Length of time in business \_\_\_\_\_ Inc.: \_\_\_\_\_ DBA: \_\_\_\_\_ Individual: \_\_\_\_\_ Partnership: \_\_\_\_\_

**OFFICERS**

Name \_\_\_\_\_ Title \_\_\_\_\_ Phone \_\_\_\_\_ Email \_\_\_\_\_

**Purchasing Agents**

Name \_\_\_\_\_ Phone/Ext \_\_\_\_\_ Email \_\_\_\_\_

**Accounts Payable**

Name \_\_\_\_\_ Phone/Ext \_\_\_\_\_ Email \_\_\_\_\_

### BANK INFORMATION

Bank Name \_\_\_\_\_ Officer \_\_\_\_\_ Phone # \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ St.: \_\_\_\_\_ Zip: \_\_\_\_\_

Account # \_\_\_\_\_ Account # \_\_\_\_\_

### TRADE CREDIT REFERENCES: Please list Company Name, Address, Fax & E-mail.

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

We certify that all information on this form is correct; and hereby authorize Brennan Industries to investigate the above information in consideration with the extension credit.

Signed \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

ECOA Notice 701(a) The Federal Credit Opportunity Act prohibits creditors from discriminating against the credit application on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to contract); because all or part of the applicant's income derives from any public assistance program or because the applicant in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, Equal Opportunity, Washington, DC 20580.

**General Terms and Conditions of Sale****1 General Provisions**

(a) The following definitions are used hereafter in this document.

- "Seller": refers to Brennan Industries with its registered office in 6701 Cochran Rd, Solon, OH 44139 USA including each of its subsidiaries and affiliates.

- "Buyer": refers to the person, firm or company the purchase order is received from.

(b) The terms and conditions set out below (the "General Terms and Conditions of Sale") shall form part of all the agreements executed between the Seller and the Buyer for the supply of the Seller products (the "Products"), and they will prevail over any general rules submitted by the Buyer, unless accepted in writing by the Seller. (c) The Seller reserves the right to change, integrate or vary the General Terms and Conditions of Sale, by including such variations in the quotations or in any other written correspondence sent to the Buyer.

**2. OFFER; ACCEPTANCE; TERMS OF SALE**

a. This Offer of Sale (Offer) made by Seller, or its subsidiaries is subject to the terms and conditions set forth below.

b. This Offer may be accepted by customer (Customer), verbally or in writing by fax or electronic confirmation. Customer's order for any products, when communicated to Seller shall also constitute acceptance of this Offer and the terms and conditions set forth below.

c. Acceptance of this Offer is expressly limited to these terms and conditions set forth below. Seller hereby objects to any terms and/or conditions proposed by Customer's purchase order or otherwise which are additional to or different from these terms and conditions; and such additional and/or different terms or conditions shall not become part of this Offer or part of any sales contract between Seller and Customer.

**3. PAYMENT; DISCOUNT; AND CREDIT TERMS**

a. Seller accepts cash, checks, money orders, electronic transfers (ACH/Wire), Visa, MasterCard, and Discover. For customers with established Seller credit terms, payment terms are net thirty (30) days from the date of shipment or pick-up of products. All credit extended by Seller to customer and the limits of such credit, is at Seller's sole discretion, and may be reduced or revoked by Seller at any time, for any reason. As a condition for the continued extension of credit, customer agrees to provide Seller with current credit information and the latest annual financial statement within ten (10) business days following request by Seller.

Seller reserves the right to charge a convenience fee for late payments and shall bear interest at the maximum rate permitted by law for each month (or portion thereof) that payment has not been received. Cash discount terms are one percent (1%) if payment is received by Seller within ten (10) days from the date of invoice. Orders placed for payment by credit card are net, and not eligible for any cash discount. All orders are subject to a \$25.00 minimum billing charge per order. All payments must be made in U.S. dollars. Seller has the right of set-off and deduction for any sums owed by customer to Seller.

If customer fails to make payment within thirty (30) days of shipment or pick-up, or fails to comply with Seller's credit terms, or fails to supply adequate assurance of full performance to Seller within a reasonable time after requested by Seller, Seller may defer shipments until such payment or compliance is made, require cash in advance for any further shipments, demand immediate payment of all amounts then owed, elect to pursue collection action (including without limitation, attorneys' fees and any and all other associated costs of collection), and/or may, at its option, cancel all or any part of an unshipped order. Additionally, customer, and each of its subsidiaries and affiliates, agrees to provide to Seller proper authorization necessary for Seller to request any financial information from third parties.

**4. CREDIT BALANCE**

Customer agrees that any credit balance(s) issued by Seller will be applied to customer's account within one (1) year of its issuance. IF CUSTOMER HAS NOT MADE THIS REQUEST WITHIN ONE (1) YEAR, ANY REMAINING CREDIT BALANCE WILL BE CANCELLED, AND SELLER SHALL HAVE NO FURTHER LIABILITY.

**5.. SALES TAX**

Customer is responsible for payment of all applicable state and local taxes, or for providing a valid sales tax exemption certificate.

**6. SHIPMENT AND DELIVERY**

All deliveries shall be made F.O.B. Seller's Warehouse. Risk of loss shall pass to Customer upon Seller's delivery to a carrier. Seller shall have no liability for delays in delivery.

**7. INSPECTION**

a. Customer has a period of five (5) working days after receipt of shipment in which to inspect the products received. Customer may reject or refuse acceptance of any and all products not strictly in conformance with the requirements of Customer's purchase order.

b. All non-conforming products will be held at Customer's risk and will be returned to Seller in accordance with the terms below (see RETURNS).

c. Payment for goods shall constitute acceptance thereof.

d. Any claims by Customer for omissions or shortages in a shipment will be waived unless Seller receives written notice thereof within five (5) working days after Customer's receipt of shipment.

**8. RETURNS**

a. Products may be returned only with Seller's prior written authorization in the form of a Return Goods Authorization Number (RGA#).

b. Returned products must be delivered or shipped freight-prepaid by Customer to a Seller or customer warehouse location designated by Seller, and are subject to Seller's inspection. Unless

otherwise authorized, return shipment shall be made by common carrier.

c. All returns shall be subject to a minimum handling charge/restocking fee of twenty percent (20%).

d. All returns must be clearly marked with the Return Goods Authorization Number on the package and must contain all paperwork.

e. Special ordered or modified Products are not returnable. Non-stock, special order (not in the catalog), customized items (including coatings) may not be cancelled or returned and any cadmium or zinc dichromate plated products are not returnable. ALL custom orders are sold on a "Final Sale" basis only. No cancellations, order amendments, returns, refunds or credits are allowed.

f. Product returns, if allowed, must be made within one (1) year from date of purchase, unless otherwise indicated. Returned product must be in original packaging, unused, undamaged, and in saleable condition. Proof of purchase is required in all cases. Product returns regardless of timing may be denied for any reasons and approval is at the sole discretion of Seller.

g. At Seller's discretion, Customer may be permitted to have one (1) stock adjustment each calendar year under the following terms and conditions: no returns shall be permitted without Seller's prior written approval in the form of a Return Goods Authorization Number (RGA#).

No stock adjustment return requests shall be processed between October 1st and December 31st of each calendar year. Any permitted product return must be accompanied by a purchase order in a dollar amount equal to or greater than the value of the stock adjustment credit and for replacement products in Seller's current inventory. Seller shall determine, in its sole discretion, whether returned products are eligible for stock adjustment credit.

**9. WAIVER:** Waiver of any breach of this Agreement shall not be construed as a waiver of any other breach. Buyer's failure to insist, upon Seller's performance of any of obligation under this order or to exercise any right, is not a waiver or relinquishment of future performance or the

future exercise of a right, but Seller's obligations with quantities or delivery dates of outstanding product orders, or may request cancellation all or part of any purchase order no later than five (5) business days prior to scheduled shipment or the actual shipment date, whichever shall first occur. Seller may accept or reject such requested modifications or cancellations at Seller's discretion, but any such changes/modifications shall only be deemed accepted by Seller upon the terms set forth in a written amendment submitted to Customer. Orders for non-stock, special or customized products are not subject to modification or cancellation.

**10. DISPUTE RESOLUTION**

Customer has thirty (30) days after receipt of shipment in which to inform Brennan via written notice of any product pricing, freight charge, or other related disputed items so matters can be resolved in a timely fashion.

**11. CHANGES, RESCHEDULES AND CANCELLATIONS**

Customer may request modification of The quantities or delivery dates of outstanding product orders, or may request cancellation all or part of any purchase order no later than five (5) business days prior to scheduled shipment or the actual shipment date, whichever shall first occur. Brennan may accept or reject such requested modifications or cancellations at Brennan's discretion, but any such changes/modifications shall only be deemed accepted by Brennan upon the terms set forth in a written amendment submitted to Customer. Orders for non-stock, special or customized products are not subject to modification or cancellation.

**12. TOOLING**

Seller may assess a tooling charge for any special tooling, including dies, fixtures, molds, patterns, materials, and drawings required to manufacture products sold hereunder.

Notwithstanding payment of any charges by Customer, Seller will own all rights and title to such special tooling and shall have the sole and exclusive right to alter, discard or otherwise dispose of any special tooling or other property in its sole discretion at any time and without notice to Customer. In no event will Customer acquire any interest in apparatus belonging to Seller utilized in the manufacture of the products sold hereunder, even if such apparatus has been specifically converted or adapted for such manufacture and notwithstanding any charges paid by Customer.

**13. INTELLECTUAL PROPERTY**

The "Intellectual Property" of Seller shall mean all intellectual property rights related to the Assets or Businesses of Seller as they are now or may in future exist or be conducted, including without limitation: any and all rights, privileges and priorities arising under the laws or treaties of the United States, any state, territory or possession thereof, any other country or political subdivision or territory thereof, or the European Community, relating to intellectual property, including patents, copyrights, trade names, trademarks, service marks, mask works, trade secrets, inventions, databases, names, logos, photos, images, descriptive verbiage and other information (Data), trade dress, technology, know-how, and other proprietary information and licenses that have been issued by or filed with the appropriate authorities, any common-law rights arising from the use of the foregoing, any rights commonly known as "industrial property rights" or the "moral rights" of authors relating to the foregoing, all rights of renewal, continuations, divisions, extensions and the like regarding the foregoing and all claims, causes of action, or other rights arising out of or relating to any actual or threatened infringement by any person relating to the foregoing; all computer applications, programs and other software, including without limitation operating software, network software, firmware, middleware, and design software, all design tools, systems documentation and instructions, databases, and related items; and all cost information, sales and pricing data, customer prospect lists, supplier records, customer and supplier lists, customer and vendor data, correspondence and lists, product literature, artwork, design, development and manufacturing files, vendor and customer drawings, formulations and specifications, quality records and reports and other books, records, studies, surveys, reports, plans and documents.

**14. INTELLECTUAL PROPERTY USE**

Seller may approve from time to time limited use of photos, images, descriptive verbiage and other information (Data) regarding Seller's products. Seller retains all rights to Data at all times, indefinitely. Seller may revoke permission to use Data at its sole discretion. Customer must cease all use of Data should it ever fall out of good standing with Seller. Data may not be shared with anyone other than through the intended means agreed upon, without advance permission.

**15. PRODUCT WARRANTY; LIMITATION OF REMEDY**

For a period of twelve (12) months from the date of shipment from Seller's warehouse, Seller warrants that its products shall meet Seller's specifications and performance standards for that particular product and shall otherwise be free from defects in material and workmanship. This Warranty shall not apply to, and Seller gives no Warranty whatsoever with respect to, any products manufactured, in whole or in part, in accordance with designs or specifications provided by Customer.

Damage to any products sold hereunder due to abuse, misuse, improper use, inadequate maintenance or failure to follow Seller's installation, use or service recommendations will automatically void this Warranty. See terms at <http://www.brennanninc.com>. "Terms" / Product Warranty.

**THE ABOVE WARRANTY CONTAINS THE SOLE AND EXCLUSIVE WARRANTY CONCERNING**

PRODUCTS SOLD. SELLER DOES NOT MAKE ANY OTHER WARRANTY, GUARANTEE OR REPRESENTATION OF ANY KIND, WHETHER EXPRESS, IMPLIED, ARISING BY OPERATION OF LAW, TRADE USAGE OR COURSE OF DEALING, ALL OF WHICH, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED. IN THE EVENT SELLER DETERMINES THAT A PRODUCT DOES NOT COMPLY WITH THE ABOVE WARRANTY, CUSTOMER'S SOLE REMEDY AND SELLER'S SOLE LIABILITY RELATING TO SUCH PRODUCTS SHALL BE LIMITED TO REPLACEMENT OF THE PRODUCTS SOLD OR A REFUND OF THE PURCHASE PRICE PAID, AT SELLER'S OPTION. SELLER SHALL NOT BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, DAMAGES DUE TO LOST PROFITS.

**16. FORCE MAJEURE**

Seller does not assume the risk of and shall not be liable for delay or failure to perform any of Seller's obligations by reason of circumstances beyond the reasonable control of Seller, including due to accidents, acts of God, strikes or labor disputes, acts, laws, rules or regulations of any government or government agency, fires, floods, delays or failures in delivery

of carriers or suppliers, shortages of materials and any other causes beyond Seller's control.

**17. ENTIRE AGREEMENT/GOVERNING LAW**

The terms and conditions set forth herein, together with any amendments, modifications or different terms or conditions expressly accepted by Seller in writing, shall constitute the entire agreement covering the products sold by Seller to Customer. This Offer shall be governed by the law of the State of Ohio. Neither Customer nor Seller may bring any action arising out of or related to the products sold hereunder more than two (2) years after the cause of action accrues.

Rev. 5-5-17