CREDIT APPLICATION FORM

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

WWW.BRENNANINC.COM
# CUSTOMER CREDIT APPLICATION

## COMPANY NAME AND ADDRESS INFORMATION

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## 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

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Phone</th>
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## Purchasing Agents

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<thead>
<tr>
<th>Name</th>
<th>Phone/Ext</th>
<th>Email</th>
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## Accounts Payable

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## BANK INFORMATION

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<th>Officer</th>
<th>Phone #</th>
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## 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  

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ECOA Notice 702(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

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

1. SELLER:* refers to Brennan Industries with its registered office located at 6701 Cochran Rd, Solon, OH 44139 USA including each of its subsidiaries and affiliates.

2. *Buyer*: refers to the person 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’s products ("the "Products") and shall prevail over any general rules contained in the Buyer's order or any general rules submitted by the Buyer, unless accepted in writing by the Seller. (c) The Seller reserves the right to charge, integrate or vary the General Terms and Conditions of Sale, by including such variations in the quotations or in any other 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 Buyer (Customer) only if in writing, fax or electronic confirmation. Customer acknowledges, understands and agrees that all communication with the Seller shall 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.

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 revoked or reduced, for any reason at Seller's sole discretion from time to time. Extended credit shall be extended only to those customers approved in writing by Seller after Sylvan Companies has verified the financial stability and creditworthiness of the applicant. The terms and conditions set forth in the Seller's approved account agreement will be binding on the applicant at the time the credit is extended in the form of a written account agreement.

b. Interest on overdue accounts will be charged at the rate of one and one-half percent (1.5%) per month or the maximum rate allowed by law. Failure to pay any amount owed to the Seller as provided herein may result in legal action by the Seller. The Customer agrees to reimburse the Seller for costs associated with collection efforts and the reasonable costs of any legal action, if necessary.

c. Customer acknowledges, understands and agrees that any claims by the Customer for omissions or shortages in a shipment will be waived unless timely written notice of any claimed shortages or omissions are communicated to the Seller within a reasonable time after receipt of the Products.

d. Any claims by Customer for omissions or shortages in a shipment will be waived unless timely written notice of any claimed shortages or omissions are communicated to the Seller within a reasonable time after receipt of the Products.

e. Special ordered or modified Products are not returnable. Non-stock, special order (not in the regular catalog), customized products are not returnable. ALL custom orders are sold on a Non-Cancelable, Non-Returnable basis.

4. INSPECTION

a. The terms and conditions set forth in the Seller’s inspection program are executed in accordance with all applicable laws and regulations.

b. All deliveries shall be made F.O.B. Seller’s Warehouse. Risk of loss shall pass to Customer upon the delivery of the Products to the carrier.

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

5. SHIPMENT AND DELIVERY

a. All deliveries shall be made F.O.B. Seller’s Warehouse. Risk of loss shall pass to Customer upon the delivery of the Products to the carrier.

b. Seller may, at its option, cancel all or part of an unshipped order. Additionally, Seller, in its sole discretion, may delay or cancel any shipment or portion of an order for any reason.

c. Customer acknowledges, understands and agrees that Customer bears all risk of loss after the Seller’s delivery to the carrier.

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

6. RETURNS

a. Products may be returned only with Seller's prior written authorization in the form of a Return Goods Authorization Number (RGA#), and within the time limits set forth below.

b. Any returns must be clearly marked with the Return Goods Authorization Number on the shipping container.

c. Returns, or any attempt to return Products, will be accepted only with Seller's prior written consent.

d. Any claims by Customer for omissions or shortages in a shipment will be waived unless timely written notice of any claimed shortages or omissions are communicated to the Seller within a reasonable time after receipt of the Products.

7. INSPECTION

a. Customer may inspect the Products prior to or after receipt of the Products in accordance with the Seller’s specifications and inspection requirements.

b. Customer’s inspection of the Products, if any, must be conducted within a reasonable time after receipt of the Products.

c. Seller reserves the right to charge a convenience fee for late payments and shall bear interest from the date of invoice as provided herein.

8. WARRANTIES

a. Seller warrants that its products shall meet Seller’s specifications and performance requirements.

b. Seller warrants that its products shall meet Seller’s specifications and performance requirements.

c. The warranty period is one (1) year from the date of shipment. Seller shall have no further liability.

9. WAIVER

a. Waiver of any breach of this Agreement shall not be construed as a waiver of any other breach.

b. Buyer’s failure to insist, upon Seller’s performance of any obligation under this order 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 the scheduled shipment date, 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 or cancellations shall only be deemed accepted by Seller upon the terms set forth in this document or 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 modifications to any order for delivery 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, or any or may in future exist or be created, including without limitation: any and all rights, privileges and priorities arising under any patents, trademarks, or copyrights 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, trademark, trademarks, service marks, trade names, trade secrets, inventions, designs, masks, photos, know-how, software, technology, know-how, and any other proprietary information and licenses that have been issued or by filed with the appropriate authorities, any common-law rights arising from the use of the foregoing, any right commonly known as "industrial property rights" or the "moral rights" of authors relating to the foregoing, all rights of renewal, continuations, divisions and the like regarding the foregoing and all claims, causes of action, or other rights arising out of or relating to the foregoing, all common-law rights relating to the Assets or Businesses of Seller as they are now or may in future exist or be created, and/or may, at its option, cancel all or any of an unshipped order.

Additional, Customer, and each of its subsidiaries and affiliates, agrees to provide to Seller proper cooperation and assistance necessary for Seller to request any financial information from third parties.

14. 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 OUTSTANDING CREDIT BALANCE WILL BE CANCELLED, AND SELLER SHALL HAVE NO FURTHER LIABILITY.

15. SALES TAX

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

16. FORCE MAJEURE

Event Seller determines that a Product does not comply with the above warranty contains the sole and exclusive warranty of the Seller to the Buyer.