



Pro Tapping, Inc.
620 Gravelly Hollow Road
Medford, NJ 08055

(856) 983-5442
(856) 985-8621 Fax
www.protapping.com
info@protapping.com

- Hot Taps
- Wet Taps
- Line Stops
- Pipe Freezes
- Valve Insertions
- Specialty Valves
& Fittings
- SBE Certified

Dear Credit Department:

Re: Application for Credit

We appreciate your interest in establishing credit with Pro Tapping, Inc. In order for us to process your application for credit, we require that you complete our application in full. Please remember to sign and date the Terms and Conditions section on the second page of the application.

Please note that completing and returning the application for credit does not constitute an open account. You will be notified in writing of our credit decision.

It currently takes us up to two weeks to process credit applications. Should you require our services in the interim or if you are a first time customer, we would be pleased to provide them to you on a check-on-job-site basis, or with payment by Visa, MasterCard, Discover or American Express.

Thank you for your patience. We look forward to working for you.

Sincerely,

A handwritten signature in blue ink, appearing to read "Lumi", is written over a horizontal line.

Lumi Dumitrescu
Engineer



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APPLICATION FOR CREDIT

Company's full and complete name _____

Address (Note: List full street address and P.O. Box, if any.): _____

Principals (List full information for all proprietors, partners, corporate officers, stockholders and other owners of your business. In each case, give the person's full name, home address, telephone #, date of birth, social security number, title with your company and percentage of ownership.):

Phone #: () _____ Fax #: () _____

Type of Business: () Corporation () Partnership () LLC

() Sole Proprietorship () Other (explain) _____

Date founded: _____ Federal I.D. No. _____

Main product and services (Describe in detail): _____

CREDIT REFERENCES - List a minimum of 4 companies with contact person, phone # and email address:

Name and address of all banks where my company or I have any accounts, and our account numbers: _____

TERMS AND CONDITIONS

GOVERNING TERMS: Your application for credit on the following terms and conditions is subject to approval by Pro Tapping, Inc., (called "us" or "we"). If we grant you credit, it will be subject to the following terms and conditions only. No other terms and conditions will be binding on us unless stated by us in writing.

SHIPMENT: Deliveries shall be made in accordance with an agreed schedule as much as we reasonably can. However, we cannot guarantee precise delivery dates and we shall not be responsible for delays in deliveries, nor liable for any losses, extra expenses, penalties or damages, including liquidated damages, because of late deliveries. We will quote shipment terms to you with full freight included and the mode of transportation designated in the quotation. Subsequent increases in shipping tariffs after the quote shall be your responsibility.

PAYMENT AND TAXES: Prices quoted do not include state or local taxes. Full payment is due on your receipt of our bill, unless we have required payment of it before we commenced performance. You may not delay paying us because you have not been paid on a job by the owner, general contractor, or another third party. If you are paid by a third party for goods and services we provided, you agree to be a trustee of those funds for us and not use them for any purpose other than paying our bills.

INDEMNITY: You agree to indemnify and hold us harmless from any and all losses, costs, liability, claims or other expenses, including, but not limited to, suit expenses and attorney's fees, relating to or arising out of any claim of personal injury, property damage or financial losses arising out of our transactions with you.

FORCE MAJEURE: We will not be responsible for any delays or nonperformance caused by events beyond our control, including, but not limited to, war, natural or man-made disturbances, disasters or catastrophes, work stoppages, government actions, shortages of materials, other acts or omissions of third parties, or the suspension or termination of our business.

WARRANTY: The Warranty period is one (1) year and commences on the date of shipment from the factory or if we performed only services, from the date the services are performed. Seller's warranty obligation is limited to providing remedial service during Seller's normal business hours during the warranty period. Seller's obligation is limited to repairing or replacing, at its option, Material which has been, during the warranty period, promptly reported by Purchaser as defective in material or workmanship and is so found by Seller upon inspection. However, Seller shall not be responsible for any excavation costs. Examination and repair or replacement of such Material will be effected on location with no charge to Purchaser for service time expended. Material to be examined, replaced or repaired at Seller's facilities must be returned to Seller by Purchaser within the warranty period, transportation charges prepaid. If examined Material is found not to be defective or is not for some other reason within the warranty coverage, Seller's service time expended on and off location will be charged to Purchaser. Purchaser shall be responsible for all maintenance service of the Material. This warranty only applies for one year and commences as stated above. After one year, all charges incurred shall be the sole responsibility of the Purchaser.

WARRANTY LIMITATION AND EXCLUSION: Seller will have no further warranty obligation under this Agreement if the Material is subjected to abuse, misuse, negligence or accident or if Purchaser fails to perform any of the duties set forth above. **DISCLAIMER OF UNSTATED WARRANTIES:** THE WARRANTY PRINTED ABOVE IS THE ONLY WARRANTY APPLICABLE TO THIS PURCHASE. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

LIMITATION OF LIABILITY: IT IS UNDERSTOOD AND AGREED THAT THE SELLER'S LIABILITY WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY, IN NEGLIGENCE OR OTHERWISE SHALL NOT EXCEED THE RETURN OF THE AMOUNT OF THE PURCHASE PRICE PAID BY PURCHASER FOR THE MATERIAL OR SERVICES AND UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES. THE PRICE STATED FOR THE MATERIAL AND/OR SERVICES IS A CONSIDERATION IN LIMITING SELLER'S LIABILITY, NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THE TRANSACTIONS UNDER THIS AGREEMENT MAY BE BROUGHT BY PURCHASER MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED.

MISCELLANEOUS: All quotations are subject to correction of typographical errors. Our field representatives at the job site have no authority to bind us to any modification or supplementation of this agreement. We shall not be responsible for any instructions or technical advice regarding the design or use of our or other materials. This agreement shall be binding on all of your and our successors and assigns. All costs of change orders will be borne by you.

If a court declares a part of this agreement invalid, that shall not nullify the entire agreement, but only the part held to be invalid. If you do not pay us an invoice when due, and we send it to a collection agency or attorney for collection, you agree to pay us whatever reasonable collection or attorney's fee is charged to us, and all other necessary expenses of collection. You will pay us 1.5% per month interest on any invoice more than 30 days old. If there is a breach of this contract by the Purchaser, the Purchaser shall be responsible for payment of any and all attorney's fees incurred by Pro Tapping, Inc. These attorney's fees shall also be subject to 1.5% interest per month.

The job ticket, when signed by the customer, will be deemed to constitute an acceptance of the services and/or materials supplied by Pro Tapping, Inc. hereunder, and will be deemed binding between the parties. This Contract shall be governed by the laws of the State of New Jersey. Any actions, claims or suits arising out of or relating to this Contract, or the breach of this Contract, shall be brought only in, and the parties consent to the jurisdiction of, the Courts of the State of New Jersey. Notwithstanding the foregoing, all claims, disputes, and other matters in question arising out of, or relating to this Contract, or the breach of this Contract, shall, at the sole election of Pro Tapping, Inc., be decided by binding arbitration conducted in Burlington County, New Jersey, in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. In the event of any arbitration proceedings, the prevailing party shall be entitled to recover its attorney's fees and arbitration costs. A judgment thereon may be entered and enforced in any court of competent jurisdiction.

I hereby accept the above terms and conditions on behalf of my company:

DATED: X _____

Signature

Print Name & Title _____ DATE _____

PERSONAL GUARANTEE OF PAYMENT (optional):

If Pro Tapping, Inc. will extend credit to my above named company for goods sold and delivered and/or services performed, I hereby personally guarantee timely payment of all amounts due Pro Tapping, Inc. from my company. If my company does not pay a bill, I will from my own funds.

DATED: X _____ Date _____

Signature

Print Name & Title _____ S.S. # _____