**Customer Information**

|  |  |
| --- | --- |
| **COMPANY NAME:** | Click or tap here to enter text. |
| **BILLING ADDRESS:**  | Click or tap here to enter text. |
| **SHIPPING ADDRESS:** | Click or tap here to enter text. |
| **CITY – STATE – ZIP:** | Click or tap here to enter text. |
| **PHONE NUMBER:** | Click or tap here to enter text. |
| **Type of Business Organization: (Check One)** |
| [ ]  **Corporation** | [ ]  **Proprietorship** | [ ]  **Partnership** |
| **How many years have you been in Business?**  | Click or tap here to enter text. |
|  |
| **Person to be contacted Regarding:**  |
| **CREDIT:**  | Click or tap here to enter text. |
| **PURCHASING:** | Click or tap here to enter text. |
| **ACCOUNTS PAYABLE:**  | Click or tap here to enter text. |
| **Major Trade Suppliers:** |
| **Name:** | **Contact Person:** | **Phone Number:** |
| **1.** | Click or tap here to enter text. | Click or tap here to enter text. | Click here to enter #. |
| **2.** | Click or tap here to enter text. | Click or tap here to enter text. | Click here to enter #. |
| **3.** | Click or tap here to enter text. | Click or tap here to enter text. | Click here to enter #. |
| **Please send a** [**Credit Check Form**](http://www.metaltreaters.com/Downloads/Credit_Check_Form.docx)**\* to your suppliers above**. (\*Click link to go to Credit Check Form.) |
|  |
| **Principle Bank:** | Click or tap here to enter text. |
| **Bank Address:** | Click or tap here to enter text. |
| **Contact Person:** | Click or tap here to enter text. |
|  |
| **Sales Tax Exempt Number:**  | Click or tap here to enter text. |
| **Please enclose a copy of your** [**Tax-Exempt Certificate**](https://www.revenue.state.mn.us/sites/default/files/2019-07/st3.pdf)**\* with your Credit Application.** (\*Click the link to see current the tax-Exempt Certificate.) |
|  |
| **All Invoices are due and payable at 1% - 10, NET 30 days.****No Statement will be sent.** |

**Please send this completed form, and any additional related documents to Metal Treaters, Inc. by mail or by email to** **lisav@metaltreaters.com** **or** **Accounting@metaltreaters.com****.**

Metal Treaters, Inc.

859 North Prior Avenue

St. Paul, MN 55104

**MTI STATEMENT OF LIMITED LIABILITY**

(Please Read Carefully)

(Standards Adopted by the Metal Treating Institution, Inc.)

ALL WORK IS ACCEPTED SUBJECT TO THE FOLLOWING CONDITIONS:

It is recognized that even after employing all the scientific methods known to us, hazards still remain in metal treating.

THEREFORE, OUR LIABLITY SHALL NOT EXCEED TWICE THE AMOUNT OF OUR CHARGES FOR THE WORK DONE ON ANY MATERIAL (FIRST TO REIMBURSE FOR THE CHARGES AND SECCOND TO COMPENSATE IN THE AMOUNT OF THE CHARGES), EXCEPT BY WRITTEN AGREEMENR SIGNED BY THE METAL TREATER.

THE CUSTOMER, BY CONTACTING FOR METAL TREATMENT, AGREES TO ACCEPT THE LIMITS OF LIABLITY AS EXPRESSED IN THIS STATEMENT TO THE EXCLUSION OF ANY AND ALL PROVISIONS AS TO LIABLITY ON THE CUSTOMER’S OWN INVOICES, PURCHASE ORDERS OR OTHER DOCUMENTS. IF THE CUSTOMER DESIRES HIS OWN PROVISIONS AS TO LIABLITY TO REMAIN IN FORCE AND EFFECT, THIS MUST BE AGREED TO IN WRITING, SIGNED BY AN OFFICER OF THE TREATERS. IN SUCH EVENT, A DIFFERENT CHAREG FOR OUR SERVICES, REFLECTING THE HIGHER RISK TO TREATER, SHALL BE DETERMINED BY TREATER AND CUSTOMER.

THE TREATER MAKES NO EXPRESS OR IMPLIED WARRENTIES AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRENTY OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABLITY, AS TO THE PERFORMANCE OF CAPABILITIES OF THE MATERIAL AS HEAT TREATED, OR THE HEAT TREATMENT. THE AFOREMENTIONED LIMITATION OF LIABLITY STATED ABOVE IS SPECIFICALLY IN LIEU OF ANY EXPRESS OR IMPLIED WARRANTY, INCLUDING ANY INPLIED WARRENTY OF MECHANTABLILITY OR FITNESS, AND OF ANY OTHER SUCH OBLIGATION ON THE PART OF THE TREATER.

No claims for shortage in weight or count will be entertained unless presented within five (5) working days after receipt of materials by customer. No claims will be allowed for shrinkage, expansion, deformity, or rupture of material in treating or straightening, except by prior written agreement, as above, nor in any case for rupture caused by or occurred during subsequent grinding. Whenever we are given material with detailed instructions as to treatment, our responsibility shall end with the carrying out of those instructions. Failure by a customer to indicate plainly and correctly the kind of material (i.e., proper alloy designation) to be treated, shall cause an extra charge to be made to cover any additional expense incurred as a result thereof, but shall not be change the limitation of liability stated above.

Customer agrees there will be no liability on the treater in contract or tort (including negligence and strict liability action) for any special, indirect or consequential damages arising from any reason whatsoever, including but not limited to personal injury, property damages, loss of profits, loss of production, recall or any other losses, expenses or liabilities allegedly occasioned by work performed on the part of the treater.

It shall be the duty of the customer to inspect the merchandise immediately upon return, and in any event, claims must be reported prior to the time that any further processing, assembling, or any other work is undertaken.

OUR LIABLITY TO OUR CUSTOMERS SHALL CEASE ONCE ANY FURTHER PROCESSING, ASSEMBLING OR ANY OTHER WORK HAS BEEN UNDERTAKEN ON SIAD MATERIAL.

No agent or representatives is authorized to alter the conditions, except in writing duly signed by an officer or treater.

This (quotation/purchase order/sales acknowledgement) is expressly limited to the terms and conditions contained on the face and back thereof. Any different or additional terms contained in any of the buyer’s forms are hereby deemed to be a material alteration hereof and notice of objection to them is hereby given.

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