



CREDIT APPLICATION AND AGREEMENT

Date: _____ New: ___ Updated: ___

* Individual Corporation Sole Proprietor Partnership Other _____

Registered Corporate Name: _____ Doing Business As (DBA): _____

* Individual's Name: _____ Date Business Started: _____

Sales Tax Exempt (Must Provide Tax or Exemption Certificate): Yes ___ No ___ Tax ID: _____

Billing Address : _____ City/State/Zip: _____

Accounts Payable Contact: _____ E-mail Address: _____

Phone: _____ Fax: _____

Shipping Address : _____ City/State/Zip: _____

Type of Business: _____ Credit Limit Requested: _____

NAMES OF ALL OFFICERS, PARTNERS, OR PROPRIETOR: (Attach list if more than three)

Name: _____ Title: _____

Name: _____ Title: _____

Name: _____ Title: _____

Bank Reference: _____

Address: _____ City/State Zip: _____

Account #: _____ Contact Name: _____ Phone: _____

TRADE REFERENCES: (Preferably Steel or Other Key suppliers)

Name: _____ Phone/Fax #'s: _____

Address: _____ City/State/Zip: _____

Contact: _____ Account #: _____

Name: _____ Phone/Fax #'s: _____

Address: _____ City/State/Zip: _____

Contact: _____ Account #: _____

Name: _____ Phone/Fax #'s: _____

Address: _____ City/State/Zip: _____

Contact: _____ Account #: _____

Will financials be available with a confidentiality agreement? _____

TERMS AND CONDITIONS: Terms of sale call for payment in full of all accounts thirty (30) days from date of invoice unless otherwise specified, in writing, by the Seller. Default of payment may result in a monthly interest charge on all past due amounts. Customer agrees to pay any collection costs incurred to collect the account balance including attorney fees and court costs. Customer does hereby authorize the Seller to conduct all credit investigations necessary for approval of this application and future investigations for the purpose of extension or continuation of business credit. Materials will not be accepted for returns unless authorized by the Seller.

AGREEMENT: In consideration of selling steel related products and services, the purchaser hereby grants to Seller a security interest in all steel products delivered to customer (and all other inventory of applicant) in order to secure the customer's obligations for full payment of its account as described hereunder. The undersigned, on behalf of the applicant, hereby constitutes and appoints Seller as its lawful attorney in fact to execute (if required) and file any and all documents, including UCC-1 financing statements, necessary to perfect the security interest granted hereby. Seller shall have all rights and remedies of a secured party under the Uniform Commercial Code. In the event of a Non-Sufficient Funds check, a \$50.00 fee per occurrence will be charged. The Purchaser acknowledges to have kept a copy of this signed Credit Application and Agreement.

Accepted by: _____ Title: _____ Date: _____

*** MUST BE SIGNED BY AN OFFICER OF THE COMPANY, IF A CORPORATION ****

PERSONAL GUARANTY

1. IN CONSIDERATION OF JMS Russel Metal Corporation (hereinafter "Creditor") extending credit to _____ (hereinafter "Customer"), the undersigned, (hereinafter "Guarantor") does hereby personally and if more than one, jointly and severally, guarantee unconditional, full and prompt payment by the Customer to the Creditor for all merchandise which has heretofore been and/or hereafter is purchased by the Customer, and for any other expense incidental to said transactions, including reasonable attorney fees and collection costs and surcharges due under and invoices issued by Creditor. The Guarantor further agrees that, on failure of the customer to pay for such purchases upon maturity of the invoices therefore, said Guarantor shall immediately pay the amounts thereof, and the additional charges and expenses enumerated above, together with interest, at the maximum legal rate from maturity of each invoice to the date of payment.
2. This is a guarantee of payment. The Creditor shall not be required first to exhaust or pursue any remedy it may have against the Customer.
3. This guaranty shall be a continuing one and shall remain in full force and effect until written notice, canceling same, shall be sent by the Guarantor to the Creditor by registered mail, return receipt requested, and received by the Creditor at its offices. Upon such cancellation, the Guarantor shall remain liable for all goods theretofore shipped and for all goods theretofore ordered, although not shipped until after such cancellation.
4. The Guarantor hereby waives notice of (i) the acceptance of this guaranty by the Creditor, (ii) of any transactions with the Customer, (iii) of any changes of the terms, any extension of time, any extension of credit to Customer, and (iv) of any non-payment or defaults by Customer.
5. The Guarantor waives any right of set-off, recoupment or counterclaim, that he or she may possess against Creditor or which Guarantor may have against Customer. The Guarantor waives any right of subrogation against Customer of the Claim(s) of Creditor.
6. In any suit brought on this guaranty, Creditor shall only be required to establish the amount due to it from said Customer, and the books and records of the Creditor, when so proved, shall be conclusive evidence of the obligation of both the Customer and the undersigned.
7. The designation of "Guarantor" as contained herein, includes multiple guarantors, and when the document is signed by more than one person as guarantor, shall be construed as binding on all guarantors jointly and severally. THIS IS AN INDIVIDUAL GUARANTY AND ALL GUARANTORS, WHETHER ONE OR SEVERAL, SHALL BE PERSONALLY AND INDIVIDUALLY LIABLE, IRRESPECTIVE OF ANY DESIGNATION OF TITLE OR POSITION IN ANY WAY APPENDED TO THEIR SIGNATURE HEREON.

THIS IS A PERSONAL GUARANTY
SEE PARAGRAPH 7

GUARANTOR(S)

Name: _____

Address: _____

Social Security #: _____

Name: _____

Address: _____

Social Security #: _____

NOTE: All Partners or Shareholders of Customer should sign.