



5311 Clinton Houston, TX 77020

Main # 713-330-8080 Fax # 713-670-1768

CREDIT APPLICATION AND AGREEMENT

Legal Name _____
Doing Business as _____
Billing Address _____
Street / Delivery Address _____
Telephone _____ Facsimile _____
E-Mail Address _____ Website Address _____
Dun & Bradstreet No. _____ S.I.C. Code _____
Fed. Tax I.D. No. _____ Resale Certificate No. _____
Corporation [] LLC [] Partnership [] Individual Proprietorship []
If Corporation, State of Incorporation _____ Date of Incorporation _____
Related Companies _____ Relationship _____
Type of Business _____ Date Established _____
Purchasing Contact _____ Payables Contact _____
Number of Employees _____ Estimated Annual Sales _____
Required Monthly Credit Line _____ Purchase Ordered Required [] yes [] no
Contractors' License No./State _____ License Classification _____

Owners or Officers

Table with 4 columns: Name, S.S.N., Title, Home Address. Three rows for listing owners/officers.

Does the business, or any principal, have any outstanding liens or judgments against them? ___ If yes, detail: _____

Has the business, or any principal, ever declared bankruptcy? If so, date filed: _____

Credit References

Table with 4 columns: Name, Address, Telephone, Facsimile Numbers. Three rows for listing credit references.

Bank References

Table with 3 columns: Name, Bank Address / Telephone Number, Account Nos. Two rows for listing bank references.

PLEASE READ AND SIGN AGREEMENTS, TERMS AND CONDITIONS ON THE FOLLOWING PAGE. PLEASE FURNISH FINANCIAL STATEMENT WITH THIS APPLICATION.

AGREEMENTS, TERMS AND CONDITIONS

1. CUSTOMER'S ACCEPTANCE OF TERMS: Reliance Steel & Aluminum Co., dba [redacted] Metals Supply Company, shall hereinafter be referred to as "RELiance", and the applicant shall be referred to as "CUSTOMER." The CUSTOMER desires to purchase goods and/or services from RELiance, and CUSTOMER agrees in consideration thereof to be bound by the terms and conditions stated in this agreement. RELiance hereby objects to any terms or conditions at variance with, different from or additional to those terms and conditions stated herein unless such terms and conditions are hereafter set forth in a writing signed by RELiance. Anything herein to the contrary notwithstanding, no amendment to, or waiver, modification or deletion of, any of the terms and conditions stated herein shall be deemed effective unless any such amendment, waiver, modification or deletion, as the case may be, shall have been approved and accepted in writing by an officer of RELiance.
 2. THE OPEN CREDIT ACCOUNT: RELiance reserves the right to approve, approve with conditions or disapprove any request for extension of credit in its sole discretion. The amount of credit extended to CUSTOMER will be determined by RELiance and may vary from time to time. CUSTOMER waives notice of any change in CUSTOMER'S credit limit. All amounts charged to the open account are CUSTOMER'S responsibility. CUSTOMER agrees to pay any and all invoices, charges, fees and costs which CUSTOMER or any authorized person incurs on CUSTOMER'S account. Unless CUSTOMER notifies RELiance in writing within five (5) days of any unauthorized use of CUSTOMER'S credit account, CUSTOMER agrees that any other person who incurs charges on CUSTOMER'S account is authorized to do so. Notwithstanding the foregoing, any and all contracts, certificates, invoices and other writings signed on behalf of CUSTOMER by any employee of CUSTOMER shall be deemed to have been executed on behalf of CUSTOMER with full authority.
 3. OPEN ACCOUNT PAYMENT TERMS: All sums owing RELiance by CUSTOMER shall be paid in accordance with the terms and conditions expressed on any written quotation signed by RELiance and CUSTOMER, or on RELiance's invoice. In the absence of such express terms and conditions, RELiance's terms for CUSTOMER will be Net 30 days. CUSTOMER agrees to notify RELiance in writing, of any error in any invoice within ten (10) days after the date of that invoice. If not so noticed, the invoice shall be deemed to be correct, and accepted as rendered.
 4. CUSTOMER'S REPRESENTATIONS: Credit will be extended by RELiance to CUSTOMER based on the information provided in this application. CUSTOMER agrees that any financial documents provided RELiance are true and correct, and will provide RELiance such documents, from time to time upon request. CUSTOMER represents to RELiance that it is solvent as of the date of this agreement, and that any Financial Statement attached accurately reflects the present financial condition of CUSTOMER as of the date of this agreement. RELiance is authorized to check CUSTOMER'S credit background.
 5. DEFAULT: Failure to make timely payment as provided in paragraph 3 above shall result in all charges on the account being deemed past due. Whether or not expressed in any quotation or invoice, all sums past due shall bear an interest charge at the rate of one and one-half percent (1.5%) per month until paid in full. In addition, CUSTOMER agrees to reimburse and pay RELiance for all expenses, costs, and attorney's fees (including in-house counsel fees) incurred or expended by RELiance in enforcing any of its rights hereunder and/or collecting any past due sums, whether or not suit is commenced.
 6. PURCHASE ORDERS: Issuance of a purchase order by CUSTOMER shall be deemed an acceptance of RELiance'S terms and conditions contained herein, notwithstanding anything to the contrary in CUSTOMER'S purchase order documents. CUSTOMER acknowledges and agrees that issuance of a purchase order creates no burden on the part of RELiance to verify its accuracy or validity, and goods or services that are provided to CUSTOMER pursuant to a purchase order shall be the full responsibility and obligation of the CUSTOMER.
 7. SHORTAGES AND/OR DEFECTIVE OR DAMAGED GOODS: Any alleged shortages and/or defective or damaged goods received by CUSTOMER in connection herewith must be reported in writing by CUSTOMER to RELiance within 5 days after delivery of said goods. Delivery of goods shall be subject to normal variations in weight, color, size, quantities, etc., as are standard in the trade. After such 5-day period, CUSTOMER shall be deemed to have irrevocably accepted the goods, if not previously accepted. After such acceptance, CUSTOMER shall have no right to reject the goods for any reason or to revoke acceptance. CUSTOMER hereby agrees that such 5-day period is a reasonable amount of time for such inspection and revocation.
 8. CANCELLATION AND RETURNS: CUSTOMER may not cancel any order of goods without RELiance's express, written consent. Any cancellation so authorized shall be subject to a cancellation charge of 15% at RELiance's sole discretion. Unused goods, processed material or specially manufactured materials not normally carried in RELiance's inventory may not, under any circumstances, be returned. The amount of credit, if any, allowed to CUSTOMER for returned goods shall be at the sole discretion of RELiance.
 9. GOVERNING LAW AND VENUE: Customer agrees that for and in consideration of RELiance's extension of credit, this agreement is to be construed under the laws of the State of Texas, and that if legal action is brought to enforce this agreement, that Harris County, shall be the exclusive jurisdiction and legal venue for said action, unless RELiance initiates said legal action concurrently against other parties to enforce statutory remedies (such as mechanic's lien, stop notices, payment bonds, etc.) in connection with a debt incurred by CUSTOMER; in such case, the jurisdiction and legal venue will be determined by the requirements of the Civil Code or Code of Civil Procedure in order for RELiance to enforce such statutory rights.
 10. ASSIGNMENT: No right or interest in this agreement shall be assigned by CUSTOMER without the written permission of RELiance, and no delegation of any obligation owed or of the performance of any obligation by CUSTOMER shall be made without written permission of RELiance.
 11. SEVERABILITY: If any term, covenant or condition of this agreement, or the application thereof to any person or circumstance, shall, to any extent, be invalid or unenforceable, the remainder of this agreement or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition of this agreement shall be valid and shall be enforced to the fullest extent permitted by law.
 12. NON-WAIVER BY RELiance: No waiver of any term, provision or other condition of this agreement by RELiance, whether by conduct or otherwise, in any one or more instances, shall be deemed or construed as a further or continuing waiver of any such term, provision or condition or as a waiver of any other term, provision or condition of this agreement.
 13. ACCEPTANCE / ENFORCEABILITY OF COPIES: CUSTOMER agrees that RELiance may, at RELiance's sole discretion, accept, utilize and rely upon a facsimile copy or photocopy of this agreement and the foregoing Continuing Personal Guaranty or Corporate Guaranty, in lieu of an original document. CUSTOMER acknowledges that, by transmitting a facsimile copy, electronic copy or photocopy of this document to RELiance, CUSTOMER, and the Guarantor (if applicable), agree to be bound by the terms and conditions contained in this document to the same extent as if an original were transmitted to RELiance. CUSTOMER, and Guarantor (if applicable), consent to RELiance's use of this document and waive any right to object to the use of a copy in place of the original and any right to require Seller to subsequently produce an original document. This Credit Application and Agreement cannot be altered, amended, revised, or otherwise modified unless an officer of RELiance provides prior written consent thereto.
- THE UNDERSIGNED CERTIFIES THAT THE INFORMATION FURNISHED IN THIS APPLICATION IS TRUE AND CORRECT, AND THAT THE UNDERSIGNED HAS READ AND AGREED TO ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT NOTED ON THE FRONT AND REVERSE PAGES OF THIS APPLICATION. OFFICER, AUTHORIZED AGENT OR OWNER SIGNATURE IS REQUIRED.

Signature of Owner/Officer/Authorized Agent _____ Print Name/Title _____ Date _____

CONTINUING PERSONAL GUARANTY

In consideration of the extension of credit to CUSTOMER by RELiance and as an inducement to RELiance to continue to extend credit to said CUSTOMER, the undersigned (hereinafter "GUARANTORS") jointly and severally, unconditionally guaranty the payment of any and all sums of money as are now, or at any time hereafter may be owing to RELiance by said CUSTOMER, as a result of RELiance's extension of credit, including attorneys' fees and costs which may be incurred by RELiance to enforce this Guaranty and / or to enforce its claims against CUSTOMER.

GUARANTORS agree to hold RELiance harmless from any loss, damage, and expenses caused or arising out of default on the part of CUSTOMER. RELiance may proceed against GUARANTORS without being required to first proceed against the CUSTOMER, and RELiance may proceed against any one of the GUARANTORS without waiving its rights to proceed against any of the remaining GUARANTORS. GUARANTORS waive notice of the following: extension of time or modification of terms, settlements or resolutions of disputes, modification of credit line and default of CUSTOMER.

This is intended to be and is a Continuing Guaranty and shall not be revoked except by written notice to RELiance not to make any further sales and deliveries on the security of this Guaranty and until the expiration of five (5) days after such notice shall have been received by RELiance at the following address _____ by certified mail, return receipt requested. Any such revocation shall be effective only with respect to merchandise shipped or delivered after the expiration of said five (5) day period, and shall not affect, in any respect, liability incurred by Guarantors prior to that time.

The undersigned, and each of them, agree(s) to be bound by all terms and conditions contained in this Credit Application and Agreement and in the invoices issued hereunder which are incorporated by this reference as though fully set forth in full.

GUARANTOR # 1:

Guarantor's Signature _____ Print Name _____ S.S.N. _____ Date _____

GUARANTOR #2:

Guarantor's Signature _____ Print Name _____ S.S.N. _____ Date _____