



# MODESTO STEEL

P.O. Box 5036 • Modesto, CA 95352 • Ph. 209-526-5306 • Fax 209-523-3052 • Toll Free (888) 84STEEL

## APPLICATION FOR OPEN CREDIT ACCOUNT

FIRM NAME \_\_\_\_\_

Name of Parent Company if subsidiary \_\_\_\_\_

Proprietor or Partner's Names } \_\_\_\_\_

(1)

(2)

Company Street Address \_\_\_\_\_

Phone No \_\_\_\_\_

Fax No \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_

Zip \_\_\_\_\_

Billing Address \_\_\_\_\_

State \_\_\_\_\_

Zip \_\_\_\_\_

### TYPE OF BUSINESS

Proprietorship  Partnership  Corporation Date Established \_\_\_\_\_  New business (Less than 1 year old)

Principal Name (1) \_\_\_\_\_

Address \_\_\_\_\_

Home Phone \_\_\_\_\_

S.S. # \_\_\_\_\_

Principal Name (2) \_\_\_\_\_

Address \_\_\_\_\_

Home Phone \_\_\_\_\_

S.S. # \_\_\_\_\_

Principal Bank (1) \_\_\_\_\_

Address \_\_\_\_\_

Acct. No. \_\_\_\_\_

Principal Bank (2) \_\_\_\_\_

Address \_\_\_\_\_

Acct. No. \_\_\_\_\_

S.S. # \_\_\_\_\_

### TRADE REFERENCES OR LAST 3 EMPLOYERS (List any Metal Suppliers First)

Name \_\_\_\_\_

Street Address \_\_\_\_\_

Phone \_\_\_\_\_

City \_\_\_\_\_

Name \_\_\_\_\_

Street Address \_\_\_\_\_

Phone \_\_\_\_\_

City \_\_\_\_\_

Name \_\_\_\_\_

Street Address \_\_\_\_\_

Phone \_\_\_\_\_

City \_\_\_\_\_

Real Estate Owned \_\_\_\_\_

Value \$ \_\_\_\_\_

Mortgage \$ \_\_\_\_\_

Mortgage or Lease on Machinery or Equipment \$ \_\_\_\_\_

Held by \_\_\_\_\_

Name \_\_\_\_\_

(City — State)

### COMPANY BANKS (Checking Account)

Name \_\_\_\_\_

Name \_\_\_\_\_

Branch or Address \_\_\_\_\_

Branch or Address \_\_\_\_\_

Account # \_\_\_\_\_

Account # \_\_\_\_\_

We certify that the following information has been supplied truthfully, accurately and voluntarily, and therefore authorize Modesto Steel to investigate my/our credit worthiness, credit history and financial responsibility through any credit bureau or any other reasonable means, including direct contact with past and present creditors. I/We also authorize banks and other financial institutions to give information to Modesto Steel about my savings and checking accounts and loans. If credit is extended as a result of this application, I/We agree to make payment promptly in accordance with Modesto Steel terms and conditions listed on reverse side.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

This form is an application only, until accepted and countersigned by Modesto Steel  
ADDITIONAL TERMS AND CONDITIONS OF SALE ON REVERSE SIDE

Accepted by: Modesto Steel

By: \_\_\_\_\_

~~X~~ ~~X~~  
Credit Limit: \_\_\_\_\_

Date: \_\_\_\_\_

SPECIAL INSTRUCTIONS:

MERCHANDISE TAXABLE  MERCHANDISE FOR RESALE

RESALE NUMBER:

(CARD MUST BE ATTACHED)

PURCHASE ORDER REQUIRED — YES  NO  STATEMENT REQUIRED — YES  NO

GUARANTEE OF INDEBTEDNESS

In consideration for the granting of credit by Modesto Steel to \_\_\_\_\_ a corporation, for the purchase of materials and/or supplies, the undersigned, \_\_\_\_\_ jointly and severally, as individuals, hereby guarantee the payment of any and all indebtedness due and owing by \_\_\_\_\_, a corporation, to Modesto Steel, Modesto, California. If said indebtedness is not paid as and when due, the undersigned may be joined in any legal action to effect collection of said indebtedness along with said corporation or the undersigned may be sued individually and separate from said corporation.

If it is necessary for Modesto Steel to commence litigation upon said indebtedness, the undersigned agree to pay all collection costs incurred by Modesto Steel, including reasonable attorney fees.

Dated \_\_\_\_\_ 20 \_\_\_\_\_

Addresses and Phone Number:

Date: \_\_\_\_\_

GUARANTOR

GUARANTOR

GUARANTOR

GUARANTOR

TERMS AND CONDITIONS

1. Terms: This credit application shall constitute only an offer and application by buyer until accepted and countersigned by an authorized agent of seller. The validity of this agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be interpreted and construed pursuant to and in accordance with the laws of the State of California. In the event of the commencement of legal action regarding the interpretation or enforcement of any of the terms or provisions of the agreement, or any legal action arising from the agreement and the relationship of the parties, said action shall be commenced in the County of Stanislaus, State of California. The total amount of any invoice is due and payable 30 days following the date of the invoice. If the total amount of an invoice is paid within 15 days of the date of the invoice, there will be a 1/2% discount from the amount of the invoice, excluding taxes. If any payment is not made when due, Buyer shall pay Seller a service charge not to exceed two percent (2%) of the overdue amount for each month or fraction of a month that the amount is not paid. The application or collection of such charge is additional consideration to the sale by Seller to Buyer and does not give the Buyer any right to extend Buyer's payment beyond the due date nor does the application or collection of such charges amount to a forbearance by Seller of Seller's rights to collect any overdue amount. Seller at all times has the right to collect any and all overdue amounts and if Seller undertakes collection of such amounts by suit or otherwise, Buyer shall pay reasonable attorney's fees and costs and expense of collection including any collection agency fee (including any collection fee based on a percentage of the debt.). If the charge on delinquent payment should be held to be unlawful or unenforceable; the charge shall be made at the highest rate of interest allowed by written contract in California or ten percent (10%) per annum, whichever is higher (such rates divided by 12 and applied on a monthly basis).

2. Checking Material Claims: Buyer agrees to check material against shipping papers immediately upon delivery at destination. Claims, including shortage claims, must be made promptly after delivery to Buyer and Seller must be given a reasonable opportunity to investigate. No material shall be returned to Seller without its written consent. Seller will instruct Buyer as to disposition of rejected materials.

3. Replacement and Limitation of Remedies: Seller will replace at the delivery point specified herein, any material furnished hereunder, that is found to be defective or otherwise fails to conform to the conditions herein, or warranties expressed herein or implied from this sale, or, at Seller option, Seller will repay the price paid for such product, plus transportation charges paid by Buyer. Buyer's remedies with respect to the defects or non-conformities specified above shall be limited exclusively to the right of replacement thereof or to repayment of the price as provided above. IN NO EVENT WILL SELLER BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR FOR LABOR CLAIMS.

4. Design: Seller shall not be responsible for the correctness of structural designs or details prepared by others.

5. Inspection Charges: Seller shall not be liable for charges for inspection and testing of materials.

6. Waiver: Waiver by Seller or Buyer of any breach of these terms and conditions shall not be construed as a waiver of any other breach of the same or other terms and conditions.

7. Modification of Terms: Purchase orders or other documents passing between Seller and Buyer prior to this document are negotiations and are not part of the terms and conditions of sale and no terms, conditions or express warranties other than those stated herein, and no agreement, oral or written, in any way purporting to modify these terms or conditions, whether contained on Buyer's purchase or shipping forms, or elsewhere, shall be binding on Seller unless hereafter made in writing and signed by Seller's authorized representative. All proposals, negotiations, and representations, if any, made prior, and with reference, hereto are merged herein.