

## Application for Credit and Credit Agreement

This Application for Credit and Credit Agreement ("Application") is executed and delivered to Triple-S Steel Holdings, Inc., and their successors, assigns, affiliates, subsidiaries, new acquisitions, joint ventures, regardless of which name they operate under (collectively, "Seller") for the purpose of inducing Seller to extend credit to the applicant ("Applicant") named below. It is requested that credit be extended to:

Date: \_\_\_\_\_ Federal Tax ID / EIN # \_\_\_\_\_

Legal Name \_\_\_\_\_ DBA \_\_\_\_\_

Physical Address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

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

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

County \_\_\_\_\_ Telephone # (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Fax # (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

We are in the business of \_\_\_\_\_ SICC \_\_\_\_\_

\_\_\_\_\_ Limited Liability Company \_\_\_\_\_ Corporation \_\_\_\_\_ Partnership \_\_\_\_\_ Sole Proprietorship

Parent Co. \_\_\_\_\_ Under present ownership since: \_\_\_\_\_

Publicly Traded Symbol/Ticker: \_\_\_\_\_ Dunn & Bradstreet # \_\_\_\_\_

Accts Payable Name: \_\_\_\_\_ Email: \_\_\_\_\_

**Principals/Officers/Owners**

Name \_\_\_\_\_ Title \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

**Sales Tax Status:**

Taxable on all sales       Taxable by job       Exempt-If tax exempt you must provide appropriate certificate.

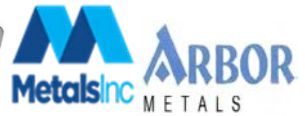
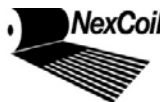
If taxable:    State % \_\_\_\_\_    City % \_\_\_\_\_    County/Parish % \_\_\_\_\_    MTA % \_\_\_\_\_    other % \_\_\_\_\_

**Credit Requested:**

Approximate amount of credit Applicant requires per month: \$\_\_\_\_\_ which request shall not be binding upon Seller, nor shall Seller incur liability by granting, decreasing, increasing, changing or refusing said request. Please provide a copy of your most current Financial Statement or Annual Report. (Refusal to provide financial information will not automatically disqualify an application; however, considerable emphasis is placed on its contents.)

**Return to: CREDIT@SSS-STEEL.COM**

**Ref: \_\_\_\_\_**  
Sales person name, if known



**References** By listing names, you authorize us to contact them for the purpose of obtaining your credit status. Applicant agrees that Seller may utilize outside credit reporting services to obtain information.

**Bank References:**

1) Name \_\_\_\_\_  
 Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Contact \_\_\_\_\_ Email \_\_\_\_\_  
 Telephone # (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Fax # (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_  
 Type of Acct. \_\_\_\_\_ Acct# \_\_\_\_\_ Type of Acct. \_\_\_\_\_ Acct# \_\_\_\_\_

2) Name \_\_\_\_\_  
 Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Contact \_\_\_\_\_ Email \_\_\_\_\_  
 Telephone # (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Fax # (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_  
 Type of Acct. \_\_\_\_\_ Acct# \_\_\_\_\_ Type of Acct. \_\_\_\_\_ Acct# \_\_\_\_\_

**Steel / Metal / Trade References:** (PLEASE LIST ACTIVE ACCOUNTS ONLY)

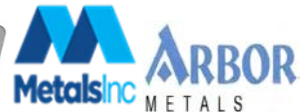
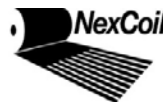
\*\*\* YOU MAY ATTACH YOUR OWN STANDARD REFERENCE PAGE AS REPLACEMENT FOR THIS SECTION.\*\*\*

1) Name \_\_\_\_\_  
 Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Contact \_\_\_\_\_ Email \_\_\_\_\_  
 Telephone # (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Fax # (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

2) Name \_\_\_\_\_  
 Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Contact \_\_\_\_\_ Email \_\_\_\_\_  
 Telephone # (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Fax # (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

3) Name \_\_\_\_\_  
 Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Contact \_\_\_\_\_ Email \_\_\_\_\_  
 Telephone # (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Fax # (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

4) Name \_\_\_\_\_  
 Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Contact \_\_\_\_\_ Email \_\_\_\_\_  
 Telephone # (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Fax # (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_



**CREDIT AGREEMENT**

From time to time the undersigned Applicant may seek to purchase on credit, rather than with cash, products ("Products") sold by Seller. In the event that Seller agrees to sell Products to Applicant on credit in any transaction, then Applicant agrees that the following terms and conditions apply to such transaction, provided, however, that Seller may terminate any credit availability at any time within its sole discretion without written or advance notification to Applicant:

1. Applicant will make full payment of the invoice amount to the remittance location specified on the invoice for all Products sold to Applicant on credit on or before the due date stated on the face of the invoice. If Applicant fails to do so, Applicant will be liable to Seller for, in addition to the unpaid principal amount of said invoice: (I) all costs and expenses of collection incurred by Seller, including, without limitation, reasonable attorneys' fees and court costs and (ii) interest on the unpaid balance of said invoice amount at the lesser of 1.5% per month or the highest lawful rate under applicable law, commencing on the first day after the due date until paid.
2. This agreement shall constitute authorization under the Fair Credit Reporting Act to Seller to utilize credit reporting agencies to provide reports on said Applicant in order to permit Seller to appropriately evaluate the extension of any business credit. Applicant hereby authorizes Seller to release information to other creditors regarding Applicant's credit experience with Seller.
3. Applicant hereby represents that all purchases are for business purposes.
4. Applicant grants to Seller a security interest in the Products it purchases from Seller and in any goods made or fabricated there from and the proceeds thereof.
5. In the event of conflict and/or inconsistency between the terms as stated on the face of the invoice or in this Agreement and anything contained in any purchase order, contract or agreement between parties, the terms and conditions of this Agreement shall govern and control.
6. Seller may amend this agreement by mail notification to Applicant with respect to all transactions begun after the date thereof, and additional signatures are not required to have such amendments incorporated into the original agreement.
7. All payments made against open charges may be applied at the discretion of the Seller. Seller shall have the right of recoupment of credits, refunds, reserves, or other monies owed to Applicant.
8. Applicant agrees that the laws of the State of Texas shall govern this agreement and that jurisdiction and venue shall be in Houston, Harris County, Texas. Applicant waives the right to a jury trial.
9. Seller shall not be liable to Applicant for consequential damages in the event of any suit related to the Products or this Agreement.
10. Triple-S Steel Holdings, Inc. shall be Seller's collection agent and any suit on this account may be brought in the name of Triple-S Steel Holdings, Inc. for the benefit of Seller.

SIGNATURE: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**GUARANTEE**

In consideration of Seller extending credit to Applicant, each of the undersigned, jointly and severally, unconditionally guarantees and promises to pay Seller, on demand any and all indebtedness of Applicant to Seller. This is a continuing guarantee of payment, and the obligations created hereby are unaffected by any change in terms of the original indebtedness between Seller and the Applicant save that of payment. Texas law applies to this guaranty and venue shall lie in Harris County, Texas. This guarantee may not be revoked unless in writing and approved in writing by Seller. Individuals signing consent to Seller's use of consumer credit reporting agency's reports to assist in the evaluation of the credit of said guarantor of Applicant's business debt.

\_\_\_\_\_ Signature  
 Printed Name Social Security Number

\_\_\_\_\_ Signature  
 Printed Name Social Security Number

**UNIFORM SALES & USE TAX CERTIFICATE—MULTIJURISDICTION**

The below-listed states have indicated that this form of certificate is acceptable, subject to the notes on pages 2-4. The issuer and the recipient have the responsibility of determining the proper use of this certificate under applicable laws in each state, as these may change from time to time.

**Issued to Seller:** TRIPLE S STEEL HOLDINGS, INC. and their successors, assigns, affiliates, subsidiaries, new acquisitions, joint ventures, and other related entities collectively

Seller Address: \_\_\_\_\_

I certify that:  
Name of Firm (Buyer): \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

- is engaged as a registered
- Wholesaler
  - Retailer
  - Manufacturer
  - Seller (California)
  - Lessor (see notes on pages 2-4)
  - Other \_\_\_\_\_

and is registered with the below listed states and cities within which your firm would deliver purchases to us and that any such purchases are for wholesale, resale, ingredients or components of a new product or service<sup>1</sup> to be resold, leased, or rented in the normal course of business. We are in the business of wholesaling, retailing, manufacturing, leasing (renting) the following:  
Description of Business: \_\_\_\_\_

General description of tangible property or taxable services to be purchased from the seller:

\_\_\_\_\_

State	State Registration, Seller's Permit, or ID Number of Purchaser	State	State Registration, Seller's Permit, or ID Number of Purchaser
AL <sup>1</sup>	_____	MO <sup>16</sup>	_____
AR	_____	NE <sup>17</sup>	_____
AZ <sup>2</sup>	_____	NV	_____
CA <sup>3</sup>	_____	NJ	_____
CO <sup>4</sup>	_____	NM <sup>4,18</sup>	_____
CT <sup>5</sup>	_____	NC <sup>19</sup>	_____
DC <sup>6</sup>	_____	ND	_____
FL <sup>7</sup>	_____	OH <sup>20</sup>	_____
GA <sup>8</sup>	_____	OK <sup>21</sup>	_____
HI <sup>4,9</sup>	_____	PA <sup>22</sup>	_____
ID	_____	RI <sup>23</sup>	_____
IL <sup>4,10</sup>	_____	SC	_____
IA	_____	SD <sup>24</sup>	_____
KS	_____	TN	_____
KY <sup>11</sup>	_____	TX <sup>25</sup>	_____
ME <sup>12</sup>	_____	UT	_____
MD <sup>13</sup>	_____	VT	_____
MI <sup>14</sup>	_____	WA <sup>26</sup>	_____
MN <sup>15</sup>	_____	WI <sup>27</sup>	_____

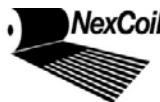
I further certify that if any property or service so purchased tax free is used or consumed by the firm as to make it subject to a Sales or use Tax we will pay the tax due directly to the proper taxing authority when state law so provides or inform the seller for added tax billing. This certificate shall be a part of each order which we may hereafter give to you, unless otherwise specified, and shall be valid until canceled by us in writing or revoked by the city or state.

Under penalties of perjury, I swear or affirm that the information on this form is true and correct as to every material matter.

Authorized Signature: \_\_\_\_\_  
(Owner, Partner or Corporate Officer)

Title: \_\_\_\_\_

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



# PRIVACY RELEASE

I / We have made application to Seller to be established as a Customer for the product lines they distribute and have requested service on an open account basis.

In this regard, I / We authorize Seller to investigate the references submitted pertaining to my/our credit and financial responsibility.

Company: \_\_\_\_\_

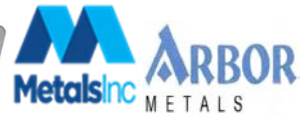
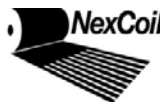
Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Printed Name & Title: \_\_\_\_\_

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



## INVOICE EMAIL AGREEMENT

If you would like your invoices & statements emailed, in lieu of a hard copy, please complete the information below.

Company Name: \_\_\_\_\_

Recipient's Name: \_\_\_\_\_

Email Address: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

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