



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 # _____ Dun & Bradstreet # _____

Legal Name _____ DBA _____

Billing _____
Address _____ City _____ State _____ Zip _____

Physical _____
Address _____ City _____ State _____ Zip _____

Accounts Payable _____ Email _____ Phone _____

Purchasing Agent _____ Email _____ Phone _____

Type of business or product line _____ SIC _____

LLC _____ Corporation _____ Partnership _____ Sole Proprietorship _____ Other _____

State of Registration _____ Year Registered _____ Under present ownership since _____ Fiscal year end _____

Parent Co. _____ Publicly Traded Symbol/Ticker _____

Affiliate & Related companies _____

Principals/Officers/Owners

Name _____ Title _____ Phone _____

Name _____ Title _____ Phone _____

Name _____ Title _____ Phone _____

Sales Tax Status

Taxable on all sales Taxable by job Exempt – **certificate must be submitted prior to order placement**

State % _____ City % _____ County % _____ _____ MTA % _____ Other % _____
County Name _____ Other Name _____

Credit Requested

Approximate amount of credit Applicant requests 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: _____

Ref: _____
Sales person’s name or branch

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, the 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. By signing this credit agreement, signer attests to their authorization to bind Applicant to said agreement and all information set forth is accurate and complete:

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 shall 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 and guarantees that Applicant is solvent.
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. Faxed and electronic documents will be deemed as original.
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. Buyer has the obligation to notify seller of any change in name, legal structure, or financial position. New and supplemental credit applications provided by Buyer to Seller become an addendum, not a replacement, and shall not invalidate signatures, guarantees, terms and conditions granted in this or prior credit agreements.
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. may act as 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: _____ DATE: _____

Printed Name: _____

Title: _____

GUARANTEE

In consideration of Seller extending credit to Applicant, as outlined in the Credit Agreement, 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

PRIVACY RELEASE:

Applicant has requested Seller to establish Applicant as a Customer for the product lines they distribute and have requested service on an open account basis.

Applicant authorizes Seller to investigate the References submitted pertaining to Applicant's credit and financial responsibilities and performance.

Applicant authorizes and instructs References to release Applicant's credit and financial responsibilities and performance.

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

INVOICE EMAIL AGREEMENT:

If you would like your invoices or statements emailed in lieu of a hard copy, please select one or both of the options below and complete the information requested.

Invoices

Statements

Recipient's Name: _____

Email Address: _____

Authorized Signature: _____

Date: _____

Reminder:

Tax will be charged unless you provide the appropriate certificate.