

METRO STEEL & PIPE SUPPLY, INC.
476 Southridge Industrial Drive
Tavares, Florida 32778
Phone: (352) 742-1395 Fax: (352) 742-0300
Email: ann@metrosteelusa.com

CREDIT APPLICATION

FIRM NAME: _____ **PHONE:** _____
BILLING ADDRESS: _____ **FAX:** _____

EMAIL: _____
SHIPPING ADDRESS: _____

COUNTY: _____

Other Trade Names, Affiliates: _____
Location Address: _____
Accounts Payable Contact: _____ Phone: _____ Email: _____
What type of business: _____ Years in business: _____
Business Type: (Check One) _____ Sole Proprietorship _____ Partnership _____ Corporation _____ LLC

OWNER/PARTNERS/REGISTERED AGENT: (Must list at least one)

1) Name: _____ Title _____ 2) Name: _____ Title _____
Address: _____ Address: _____
Address: _____ Address: _____
Phone: _____ Phone: _____
Email: _____ Email: _____

BANK REFERENCE:

Bank Name: _____ Phone No.: _____ Fax: _____
Address: _____ Contact: _____
Account No.: _____ Account Name: _____

CREDIT REFERENCES (AT LEAST 2 OF THE REFERENCES MUST BE STEEL REFERENCES)

1) Name: _____ 2) Name: _____
Address: _____ Address: _____

Email: _____ Email: _____
Telephone: _____ Telephone: _____
Fax No.: _____ Fax No.: _____
Account No.: _____ Account No.: _____

3) Name: _____ 4) Name: _____
Address: _____ Address: _____

Email: _____ Email: _____
Telephone: _____ Telephone: _____
Fax No.: _____ Fax No.: _____
Account No.: _____ Account No.: _____

Credit Line Being Requested: _____ Purchase Orders: _____ will be furnished _____ will not be furnished.
If purchase order is not required, please list all individuals authorized to purchase: _____

Dunn & Bradstreet # _____ FEIN No.: _____
TO RECEIVE SALES TAX EXEMPTION STATUS A BLANKET CERTIFICATE OF RESALE MUST ACCOMPANY THIS APPLICATION. State: _____ Exempt No.: _____

TERMS AND CONDITIONS

The information contained in this application is submitted for your confidential investigation and appraisal. If this application for credit privileges is approved and accepted, I/we (the "Applicant") understand and accept the following terms and conditions:

- A) **Credit.** Upon approval of this application, Metro Steel & Pipe Supply, Inc. ("Metro Steel"), in its sole discretion, will assign Applicant a credit line and shall have the right to increase, decrease, or terminate applicant's credit privileges under this application at any time without prior notice to applicant, except as otherwise provided by law.
- B) **Invoices.** ALL INVOICES NET 30 (i.e., payment is due on all invoices within 30 days of the invoice date).
- C) **Service Charges.** A one and one-half percent (1 1/2%) service charge will be added to all accounts for each month they are past due.
- D) **Interest.** Interest shall accrue daily on any past due account at the rate of 18% per annum, or the highest rate permitted by law, whichever is less.
- E) **Costs and Expenses of Enforcement.** Applicant agrees to pay all costs and expenses, including reasonable attorneys' fees, should legal action be needed to collect any sums due in connection with any credit extended pursuant to this application.
- F) **Accuracy of Information.** Applicant hereby certifies that the information furnished under this application and on any financial statements furnished in connection herewith, is true and correct and that this information is being furnished to Metro Steel for the purpose of inducing Metro Steel to extend credit to Applicant, and Applicant understands that Metro Steel will rely upon such information as correct.
- G) **Authorization to Verify and Release Information.** Metro Steel is authorized to check the information submitted herein, as well as all other available sources, and to answer questions about its credit experience with Applicant, if requested by others.
- H) **Waiver.** The failure of Metro Steel to insist, in any one or more instances, on performance of these terms and conditions or under any invoice, or to exercise any right hereunder or under an invoice, is not a waiver of the future performance of these terms and conditions or the future exercise of such right.
- I) **Authority to Bind Corporation.** In the event the undersigned is a duly authorized corporation, the individual(s) signing certifies that he/she has the authority to bind the corporation to this application.
- J) **General.**
 - (1) No modification of these terms or of an invoice shall be binding unless made in a writing signed by an authorized representative of both parties.
 - (2) If any provision of this agreement is unenforceable, such unenforceability shall not affect the remainder of this agreement.
 - (3) These terms and all invoices shall be governed and interpreted according to the laws of the State of Florida.
 - (4) The rights and remedies granted herein are non-exclusive to those otherwise available under law or equity.
 - (5) The terms and conditions of this agreement and any sales and payments made pursuant hereto are performable in Lake County, Florida, and the exclusive venue for any dispute arising out of this agreement shall be Lake County, Florida.
- K) **UCCs.** Applicant agrees to execute a Uniform Commercial Code Financing Statement (UCC-1) in the form supplied by Metro Steel, granting Metro Steel a security interest in goods purchased, Applicant's bank accounts, account receivables, and other rights & property, in connection with any and/or all invoices.

Applicant, By Authorized Agent/Officer:

Firm Name: _____
Signature: _____
Print Name & Title: _____

Date: _____

PERSONAL GUARANTY

The undersigned, _____ (“Guarantor”), of _____ “(Applicant”)
(Name of individual and/or spouse) (Company Name)

having a financial interest in Applicant, and benefiting from the transactions contemplated by this agreement, hereby personally guarantees the payment by Applicant to Metro Steel of all amounts due and owing now, and from time to time hereafter. Guarantor expressly waives notice from Metro Steel of its acceptance and reliance on this personal guaranty, notice of sales made to Applicant, and notice of default by Applicant. The obligations of Guarantor hereunder shall not be affected, excused, modified, or impaired upon the happening, from time to time, of any event. No set-off, counterclaim, or reduction of any obligations, or any defense of any kind or nature which the Guarantor has or may have against Applicant or Metro Steel shall be available hereunder to the Guarantor against Metro Steel in the event of a default by Applicant on its obligations to Metro Steel. Metro Steel may proceed directly to enforce its rights hereunder and shall have the right to proceed first against Guarantor without proceeding with, or exhausting, any other remedies it may have. Guarantor agrees to pay all costs, expenses, and fees, including reasonable attorneys’ fees, which may be incurred by Metro Steel in enforcing this personal guaranty or protecting its rights following any default on the part of Guarantor. Guarantor agrees that, for any amount due and owing to Metro Steel by Guarantor under this personal guaranty, a one and one-half percent (1 ½%) service charge will be added to all accounts for each month they are past due and that interest shall accrue daily on any past due account at the rate of 18% per annum, or the highest rate permitted by law, whichever is less. This personal guaranty shall be binding upon guarantor, the Guarantor’s heirs, successors, assignees, representatives, and survivors, and shall inure to the benefit of Metro Steel, its successors, and assigns. This personal guaranty shall be governed by and interpreted with the laws and decisions of the State of Florida and the exclusive venue for any dispute arising out of this agreement shall be Lake County, Florida. The obligations of multiple persons acting as Guarantor shall be joint and several.

Signature: _____
Printed Name: _____
Address: _____

Date: _____

Driver’s License #: _____
Soc. Sec. No.: _____

Signature: _____
Printed Name: _____
Address: _____

Date: _____

Driver’s License #: _____
Soc. Sec. No.: _____

DO NOT WRITE BELOW THIS LINE – FOR OFFICE USE ONLY

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Credit: Refused _____ Approved _____ Amount _____ By _____ Date: _____

Account #: _____ Code _____ Tax Card Received: Y N Notification Sent _____