



3855 Silica Drive | Colorado Springs, CO 80910  
 TEL 719-391-4911 | TOLL FREE: 800-888-6064 | FAX 719-390-4817

Please print or type.

COMPANY INFORMATION			
LEGAL NAME	DBA/TA		
BILLING ADDRESS: STREET	CITY	STATE	ZIP
DELIVERY ADDRESS: STREET	CITY	STATE	ZIP
TELEPHONE NUMBER	DUNS#		
FAX NUMBER	FEDERAL TAX ID		
EMAIL ADDRESS	SIC CODE		
WEBSITE URL	RESALE CERTIFICATE NUMBER		
CORPORATION		LLC	PARTNERSHIP
INDIVIDUAL PROPRIETORSHIP			
IF CORPORATION, STATE OF INCORPORATION	DATE OF INCORPORATION	TYPE OF BUSINESS	DATE ESTABLISHED
RELATED COMPANIES (IF ANY)		RELATIONSHIP	
NUMBER OF EMPLOYEES	ESTIMATED ANNUAL SALES	REQUIRED MONTHLY CREDIT LINE	PURCHASE ORDER REQUIRED? YES NO
CONTRACTOR'S LICENSE #/STATE		LICENSE CLASSIFICATION	
HOW DID YOU HEAR ABOUT US?			
OWNERS   OFFICERS			
1. FULL LEGAL NAME		1. TITLE	
2. FULL LEGAL NAME		2. TITLE	
3. FULL LEGAL NAME		3. TITLE	
Has this business ever declared bankruptcy?	YES	DATE FILED	NO
Does the business, or any principal, have any outstanding liens or judgments against them?			YES NO
IF YES, PLEASE EXPLAIN			
DEPARTMENT CONTACTS			
ACCOUNTS PAYABLE CONTACT	TITLE	EMAIL ADDRESS	PHONE NUMBER
PURCHASING CONTACT	TITLE	EMAIL ADDRESS	PHONE NUMBER
BANK REFERENCES			
NAME & ACCOUNT #	ADDRESS	PHONE	FAX
CREDIT REFERENCES			
1. NAME	1. ADDRESS	1. PHONE	1. FAX
2. NAME	2. ADDRESS	2. PHONE	2. FAX

## AGREEMENTS, TERMS & CONDITIONS

1. **CUSTOMER'S ACCEPTANCE OF TERMS:** Reliance Steel & Aluminum Co., dba Reliance Metalcenter, 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 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 charges 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 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 invoices 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 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 or 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 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 five (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 five (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 five (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. Under no circumstances will RELIANCE be responsible for consequential damages.

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 Colorado, and that if legal action is brought to enforce this agreement, that El Paso County, Colorado, 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 Colorado 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 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 and 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.

OWNER   OFFICER   AUTHORIZED AGENT SIGNATURE	TITLE
PRINTED NAME	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 attorney's fees and costs which may be incurred by RELIANCE to enforce the guaranty and/or to enforce its claims against CUSTOMER.

GUARANTORS agree to hold RELIANCE harmless from any loss, damage, and expense caused or arising out of default on the part of CUSTOMER. RELIANCE may proceed against GUARANTORS without being required to first proceed against 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: 3855 Silica Drive, Colorado Springs, CO 80910, 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 SIGNATURE	PRINTED NAME	DATE
GUARANTOR 2 SIGNATURE	PRINTED NAME	DATE

For immediate processing, return completed application  
to [lmull@rsac.com](mailto:lmull@rsac.com) or FAX 719-390-4817 or print and mail to:  
Reliance Metalcenter  
Attn: Credit Department  
3855 Silica Drive  
Colorado Springs, CO 80910