

EVERETT STEEL, INC.

CREDIT APPLICATION AND AGREEMENT AS TO TERMS AND CONDITIONS OF SALE

CUSTOMER _____

The undersigned applicant hereby applies to obtain extension of credit for commercial purposes only. In consideration of credit to be extended, applicant agrees to pay all currently outstanding and future invoices according to terms thereof, together with interest at the rate of 1½% per month on any amount not paid within 30 days of the invoice date. All transactions involving the applicant and Everett Steel, Inc. shall be made subject to the following terms and conditions:

EXCLUSION OF WARRANTIES - The implied warranties of merchantability and fitness for purpose are excluded from this contract.

BUYER'S REMEDIES - If the material furnished to the buyer shall fail to conform to this contract, to any express or implied warranty or shall fail, whether due to seller's negligent acts, omissions or otherwise, the seller shall replace such non-conforming material at the original point of delivery and shall furnish instructions for its disposition. Any transportation charges involved in such disposition shall be for the seller's account.

The buyer's exclusive and sole remedy on account or in respect of the furnishing of material that does not conform to this contract, or to any express or implied warranty, or shall fail, whether due to seller's negligent acts, omissions or otherwise, shall be to secure replacement thereof as aforesaid. The seller shall not in any event be liable for the cost of any labor expended on any such material or for any special, direct, indirect, incidental, or consequential damages to anyone by reason of the fact that such material does not conform to this contract or to any express or implied warranty.

PERMISSABLE VARIATIONS - Unless otherwise specified and agreed upon, all materials shall be furnished subject to the manufacturer's or seller's standard practices, tolerances and variations. Buyer acknowledges that seller is merely a middleman with respect to such goods.

PAYMENT- All unpaid items will bear interest at the rate of 1 ½% per month on declining balance from 30 days after the invoice date. If the buyer fails to fulfill the terms of payment on any order, the seller may defer further shipments until such payments are made, or may, at its option, cancel the order. The seller reserves the right, even after partial shipment on account of any order to require from the buyer satisfactory security for performance of the buyer's obligations, and refusal to furnish such security will entitle the seller to suspend shipments until such security is furnished, and at its option, to cancel the order.

DELAY - Sales are subject to fires, strikes, disputes with workmen, floods, accidents, embargoes, delays in transportation, shortage of cars, shortage of fuel or other material, shortage of labor, action by federal or local government or its agencies, and to any other causes beyond reasonable control of the manufacturer or seller. The acceptance of any order of specification and terms of payment on all sales and orders are subject to the approval of the credit department of the seller.

TAXES - Any tax imposed by any law on the sale of articles made or sold by this Company shall be in addition to and part of the sales price thereof.

ATTORNEY'S FEES AND COLLECTION COSTS - In the event buyer defaults in the payment of the sums due pursuant to the terms of any transaction involving the applicant and Everett Steel, Inc. and the same is placed in the hands of an attorney for collection, or should Everett Steel, Inc. be required to exercise any of its rights available to it under the terms of this agreement or any other agreement involving the applicant or available to Everett Steel, Inc. under the Uniform Commercial Code of the State of Washington, the applicant hereby agrees to pay a reasonable attorney's fee, together with all costs incurred, regardless of whether suit is commenced.

I, the undersigned, have read, do understand, and agree to the above terms and conditions.

TITLE _____ DATE _____

Signature of Applicant

Business Name _____ Telephone _____

A/P contact _____ Billing e-mail address _____

Mailing address _____ City _____ State _____ Zip _____

Shipping address _____ City _____ State _____ Zip _____

Fax number _____ Receiving hours _____

Type of products and or services provided by your company _____

Type of entity: Sole Prop. _____ Partnership _____ Corporation _____

(If sole proprietorship, please give the name of owner; if partnership, names and addresses of all partners; if corporation, name and addresses of all officers.)

Bank Reference: Name of Bank _____
Address _____
Representative _____
Telephone _____

Washington State Resale Permit # _____ Washington State UBI# _____

Please attach copy of valid permit

Amount of credit desired ___ \$500.00 ___ \$1,000.00 ___ \$2,500.00 ___ \$5,000.00 ___ \$ 10,000.00

(For credit over \$1,000.00 a copy of your most current financial statement is requested. Please attach a copy to this credit application.)

Commercial credit references:

1) Name _____ Contact _____

City _____ State _____ Zip _____ Phone _____ Fax _____

2) Name _____ Contact _____

City _____ State _____ Zip _____ Phone _____ Fax _____

3) Name _____ Contact _____

City _____ State _____ Zip _____ Phone _____ Fax _____

4) Name _____ Contact _____

City _____ State _____ Zip _____ Phone _____ Fax _____

Are purchase orders required on purchases made by your company? Yes ___ No ___

Are job numbers required on purchases made by your company? Yes ___ No ___

Billing e-mailing options: Invoices: Yes / No Statements: Yes / No
(please circle yes or no)

If yes, e-mail address for invoices and statements _____

Please list any **Special Handling Requirements** (i.e. maximum loads, lift capacity, location of bundles on flatbed etc.) _____

Please provide detailed paperwork instructions if needed.