



APPLICATION FOR CREDIT

D-S Pipe and Steel Supply PO Box 6367 Baltimore, MD 21230

Email application to kjohnson@dspipeandsteel.com or Fax application (410) 539-4819

D-S Pipe and Steel Representative _____ Date _____

GENERAL INFORMATION: Please type or print clearly

Legal Business Name (Applicant) _____ Trade Name (if different) _____

Business Start Date _____ Type of Business: _____ Corp _____ Partnership _____ Sole Trader _____ LLC _____ Other _____

EIN # _____ State of Registration _____ Year Registered _____ Under present ownership since _____

How long at current address _____ Rent Own Bonding Co Contact Name _____

Phone _____ Email _____

Physical Address _____ City _____ State _____ Zip _____

Billing Address _____

Accounts Payable Contact _____ Phone _____ Email _____

Do you want your invoices emailed to you? If so, please enter email address _____

Other Special Instructions _____

Amount of credit applied for _____ Purchase Orders Required YES NO If Yes, is PO Internal Physical

Are purchases taxable YES NO TAX EXEMPT # _____ (copy of certificate required)

IF YOU ARE EXEMPT FROM SALE TAX, FILL OUT CERTIFICATE OF RESALE AT THE BOTTOM OF THIS FORM

Has the company or any of its principles ever filed for bankruptcy? YES NO Do you have any outstanding judgements or liens? YES NO

Has any principle ever applied for credit with D-S Pipe and Steel under another company name? YES NO

If "Yes" provide name _____

FINANCIAL INFORMATION

Bank Name _____ Bank Address _____

Bank Contact Name _____ Phone Number _____ Email _____

TRADE REFERENCES

1. _____ Contact Name _____ Phone _____ Email _____

2. _____ Contact Name _____ Phone _____ Email _____

3. _____ Contact Name _____ Phone _____ Email _____

PERSONAL INFO OF OWNERS/PRINCIPALS/GUARANTORS (If Sole Trader, list spouse. Attach additional sheets, if necessary)

Owner _____ Phone _____ Email _____

Owner _____ Phone _____ Email _____

Owner _____ Phone _____ Email _____

CREDIT TERMS

The entered information is represented to be true and correct and is provided to DS Pipe and Steel Supply, LLC (The "Company") in order to extend credit to the Applicant, who is defined as the legal entity applying for an extension of credit. The Company is hereby authorized to contact and make appropriate inquiry from available sources, references and banks listed above. The Applicant and I authorize all trade references, banks and credit reporting agencies to disclose to the Company any and all information concerning the financial and credit history of the Applicant and myself. The Company reserves the right to approve, approve with conditions or disapprove any requests for extension of credit at its sole discretion. It is understood that any information provided or obtained as a result of this Application for Credit will be kept confidential and will be used only to evaluate the Applicant's creditworthiness. The amount of credit extended to Applicant will be determined by the Company based on the information provided in this application and may vary from time to time or be withdrawn. In consideration of The Company extending credit to the above Applicant, Applicant shall promptly pay its accounts per the terms and conditions noted herein. TIME IF OF THE ESSENCE. The Company is not a paid when paid when paid supplier. Payment by Applicant to the Company shall not be subject to any conditions precedent including but not limited to "pay if paid" and/or "pay when paid. They shall be deemed contrary to the terms and conditions noted herein and are not contractually enforceable. The Applicant agrees to pay the account or charges Net thirty (30) days from invoice date. A service charge of 1.5% per month shall be applied against your account(s) commencing 30 days from invoice date. Applicant agrees to pay any and all invoices, charges, fees and costs which Applicant or any authorized person incurs on Applicant's account. Applicant will notify Company in writing within ten (10) calendar days of any unauthorized use of Applicant's credit account from date of discovery when you knew or should have known of such unauthorized use. Any and all documents executed by a person(s) for Applicant in favor of the Company, including but not limited to this Application for Credit ("Agreement"), shall be deemed to have been executed by an authorized agent for Applicant unless notification has been provided per the terms herein. It is further understood and agreed that if amounts owed are not paid when due, that the Applicant will pay all of the Company's costs of collections, reasonable attorney fees, court costs and late charges called for in the contract or allowed by law. Applicant and Guarantor, as defined below, WAIVE ANY RIGHT TO TRIAL BY JURY. Applicant further certifies that it is solvent and that Applicant will immediately, in writing, notify the Company if it becomes insolvent. Applicant also agrees to notify in writing to the Company, any change of legal ownership of Applicant, change of name, change of address and/or accounts payable contact person(s) no later than ten (10) calendar days from the date the event has transpired. The terms and conditions of this agreement are to be construed pursuant to Maryland law. In the event any legal action shall commence, it shall be brought in the District Court or Circuit Court for Baltimore City, Maryland depending on the dollar amount being sought. The applicant agrees that Maryland has personal jurisdiction over the Applicant and Guarantor(s), as defined below. Venue lies in Baltimore City unless a Maryland statutory provision provides otherwise. **ALL CLAIMS FOR SHORTAGES OR ERRORS MUST BE MADE AT ONCE. RETURNS REQUIRE WRITTEN AUTHORIZATION AND ARE SUBJECT TO HANDLING CHARGES. SPECIAL ORDERS ARE NOT RETURNABLE. ANY PRODUCTS APPROVED FOR RETURN ARE FOR STORE CREDIT ONLY. NO REFUNDS WILL BE GIVEN. ANY IMPLIED WARRANTY OF MERCHANTABILITY OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER WARRANTIES EXPRESSED OR IMPLIED AS TO THE COMPANY PRODUCTS, OTHER THAN ANY EXPRESS WRITTEN WARRANTIES GIVEN AT THE TIME OF PURCHASE OF THE PRODUCT, ARE EXCLUDED. THE APPLICANT, GUARANTOR, DEFINED BELOW, AND THE COMPANY ARE LIMITED TO ACTUAL DAMAGES AND EXPRESSLY WAIVE INCIDENTAL, CONSEQUENTIAL, AND SPECIAL DAMAGES UNLESS PROHIBITED BY MARYLAND LAW. THE SOLE AND EXCLUSIVE REMEDY FOR ANY DAMAGES SHALL BE A RETURN OF THE GOODS FOR A STORE CREDIT ONLY.** This Agreement may be executed in any number of identical counterparts sent via scanning (e-mail), facsimile signature or other means of delivery, and each counterpart hereof, shall be deemed to be an original document but all counterparts hereof taken together shall constitute but a single Agreement. It is expressly understood and agreed that this Agreement shall not constitute an offer or create any rights in favor of Applicant and Guarantor, defined below, and shall in no way obligate or bind the Company and this Agreement shall have no force or effect until the Agreement has been duly executed by Applicant and Guarantor as defined below and accepted by the Company via a writing to Applicant and Guarantor that an Agreement has occurred. Such writing by the Company may be tendered to Applicant and Guarantor via scanning (e-mail), facsimile, first class mail postage prepaid or any other means of delivery including overnight delivery or hand delivery. This agreement is the controlling document and supersedes any prior or contemporaneous writings between Applicant, Guarantor, as defined below and the Company.

THE PERSON SIGNING BELOW AGREES TO THE TERMS AND CONDITIONS NOTED HEREIN.

LEGAL NAME OF APPLICANT: _____

PRINTED NAME OF PERSON SIGNING FOR APPLICANT: _____

TITLE OF PERSON SIGNING FOR APPLICANT: _____

SIGNATURE OF PERSON SIGNING FOR APPLICANT _____

DATE: _____

UNCONDITIONAL PERSONAL GUARANTY:

I/we the undersigned are bound by all the terms and conditions set forth above. I/we (is/are) authorized, in my/our capacity, to bind the Applicant accordingly. I/we the undersigned, hereinafter referred to as Guarantors, do jointly and severally, and unconditionally, guarantee and promise promptly to pay when due, any and all indebtedness of Applicant to the Company, together with any late payment charges that may accrue thereon, regardless of how such indebtedness is incurred, whether such indebtedness is direct or indirect, absolute or contingent, due or to become due, or exists now or arises thereafter. In addition, the Guarantor(s) agree to pay all costs of collection, legal expenses including attorney's fees paid or incurred by the Company in the collection of Applicant's indebtedness and in enforcing this Continuing Guaranty. The foregoing indebtedness, principal, interest, costs, legal expenses, attorney's fees define the "Indebtedness" noted above. Each undersigned Guarantor agrees to be bound by the terms and conditions set forth herein and per the terms and conditions of the four corners of this entire Agreement.

Each undersigned Guarantor, recognizes that his or her individual credit history may be a necessary factor in the evaluation of this Continuing Guaranty and hereby consents for and authorizes the Company to obtain and use consumer credit reports for each undersigned, from time to time, as may be needed to evaluate the credit of Applicant and/or the undersigned.

THE PERSON SIGNING BELOW AGREES TO THE TERMS AND CONDITIONS NOTED PER THE UNCONDITIONAL PERSONAL GUARANTY AND THAT ARE WITHIN THE FOUR CORNERS OF THE AGREEMENT.

LEGAL NAME OF UNCONDITIONAL PERSONAL GUARANTOR: _____ (DO NOT PLACE A TITLE OF ANY SORT NEXT TO YOUR NAME)

SIGNATURE OF PERSON SIGNING UNCONDITIONAL PERSONAL GUARANTY: _____

DATE: _____

CERTIFICATE OF RESALE

This is as follows:

1. For resale as tangible personal property in the same form as received from you.
2. To be incorporated as a material or part of the other tangible personal property to be produced for sale by Manufacturing, assembling, processing or refining.

This certificate shall be applicable to any property purchased by the undersigned unless otherwise specific, and shall remain in force until revoked by notice in writing.

Printed Name of Purchaser _____

Signature _____

Title _____

Purchaser's Tax-exempt Number _____

State _____

NOTE: SELLER MUST PRESERVE THIS CERTIFICATE