



CREDIT APPLICATION

Metal Mart / Metal Direct Location _____

Company's Legal Name _____ Federal ID # _____
 Physical Address _____ City _____ ST _____ Zip _____
 Billing Address _____ City _____ ST _____ Zip _____
 Phone # _____ Fax # _____ Email Address: _____

Invoice Option: Mail Fax Email
Statement Option: Mail Fax Email

Check One: Business Use Years in Business _____ Personal Use
 If Business Use: Corporation LLC Partnership Proprietorship
 Owner/President/Partner _____ Accounts Payable Contact _____

Will purchases be tax exempt? * Yes No
 *If applicable, attach resale certificate.

BANK INFORMATION/AUTHORIZATION*

Bank Name _____ Phone # _____ Fax # _____ Acct # _____
 Bank Name _____ Phone # _____ Fax # _____ Acct # _____

*By signing below, the signer authorizes the firm(s) above to release any and all deposit and loan account information.

TRADE INFORMATION

Trade Name _____ Phone # _____ Fax # _____
 Trade Name _____ Phone # _____ Fax # _____
 Trade Name _____ Phone # _____ Fax # _____

Approximate Credit Line Requested:

\$1,000 - \$5,000 \$5,001 - \$10,000 \$10,001 - \$20,000 Over \$20,000*

*If requested amount exceeds \$20,000, please send a copy of your company's most recent financial statements along with your completed application.

*By signing below, the applicant certifies that all information given above is complete, true, and accurate. The signer acknowledges that the information furnished above is for the purpose of obtaining credit from Metal Mart and/or Metal Direct (Seller). Furthermore, the signer understands that the Seller will rely on this information to make credit evaluations. In the absence of a mailed application, the signer agrees that the emailed or faxed copy shall act as the original. The Seller is not responsible for any delays in the credit review process resulting from the applicant's failure to provide the required information.

Signature

Title

Printed Name

Date

**Please mail original application to:
 METAL MART / METAL DIRECT
 PO BOX 1735
 SHREVEPORT, LA 71166-1735**

**For faster processing, fax the completed
 credit application to (318) 747-8077 or
 email to tstrong@mcelroymetal.com**

TERMS AND CONDITIONS

APPLICABILITY - The following terms and conditions apply to the sale of goods and services by Metal Mart or Metal Direct ("Seller") to the applicant ("Buyer") named on page one (1) of this document.

PAYMENT - All sales are cash upon delivery unless credit terms are established. Upon credit approval, and unless otherwise noted, terms are net cash thirty (30) days from invoice date.

LATE CHARGES & FEES - Past due amounts will be assessed a service charge of 1.5% per month (18% per annum) for each month or part of a month the past due invoice remains unpaid. A fee of \$25.00 will be assessed for any check received insufficient.

CREDIT - Seller may withdraw or extend additional credit privileges at its sole discretion. Seller reserves the right to demand payment prior to production if Seller deems it necessary.

BUYER'S FAILURE TO PAY - If Buyer fails to pay invoice(s) when due, Seller may, without prejudice to other remedies, defer future shipments until the default is satisfied. Seller may, at its discretion, cancel future shipments of any and all orders. In the event amounts due are turned over for collection, Buyer is responsible for all collection fees at cost and legal fees incurred by Seller or Seller's agent in the collection of amounts due. Any notes or judgments shall draw interest at the maximum legal rate per annum.

STORAGE - Buyer shall pay any demurrage or storage charges incurred by Seller as a result of Buyer's failure to take possession of goods. Seller will not be responsible for condition of materials delivered after being stored as a result of Buyer's not taking initial delivery as scheduled.

RETURNS - Returns of conforming goods require written authorization from Seller (Returned Goods Authorization). Returns of conforming goods will be subject to a restocking charge of 25% of the purchase price. Seller reserves the right to reclaim non-conforming goods. Disposition and mode of transportation is at Seller's discretion. Seller will absorb freight charges for returns of non-conforming goods.

TITLE - Title to materials passes from Seller to Buyer when Buyer takes physical possession of the materials.

VERBAL ORDERS - Buyer is responsible for correctness and payment of verbal orders unless Seller receives written confirmation from Buyer prior to the start of the production process.

To the extent permitted under the constitution and laws of the State of Texas, applicant agrees that he/she has read and accepts the Seller's Terms and Conditions, and that said Conditions are incorporated into this Agreement and take precedence over any Terms and Conditions contained in the Buyer's purchase order or subcontract. The applicant further states that he/she is authorized and empowered to enter into this agreement binding the applicant to all of the Terms and Conditions listed above.

Company's Legal Name _____
Signature _____ Date _____
Printed Name _____ Title _____

CONTINUING PERSONAL GUARANTY

I/We hereby agree to pay all indebtedness now and hereinafter owing by me and said company listed on page one (1) of this application, whether individually, partnership, corporation or other. In consideration of extending credit to the applicant listed on page one (1) of this application, the undersigned does hereby individually and personally guaranty to pay all sums of money that, at any time hereafter, become due, whether said indebtedness be in the form of notes, bills, open accounts, or any other form. Guarantor(s) also agree(s) to pay all charges and costs referenced in the terms and conditions of sale section of this application. If married, with communal property, spouse must also sign personally. Any change in marital status requires immediate notice via certified mail, return receipt requested.

Signature _____ Spouse's Signature _____
Print Name _____ Print Spouse's Name _____
Social Security # _____ Social Security # _____
Signature _____ Spouse's Signature _____
Print Name _____ Print Spouse's Name _____
Social Security # _____ Social Security # _____

Sales Tax Guidelines

Metal Mart and Metal Direct are required by law to collect sales tax unless a valid tax exemption certificate is provided. If your purchase is exempt from sales tax, please submit the sales tax exemption certificate before or during the ordering process.

Blanket certificates will be setup on your account to automatically exempt orders delivered to that state. After the certificate is received, it will be setup for the number of years recommended by the state, after which, we will request an updated certificate.

One exemption certificate for each specific exempt project must be sent in before or during the ordering process. Once received, the exemption certificate will be kept on file. Be sure that the project name on the certificate is included on all orders placed. Only orders specified for projects with exemption certificates on file will be exempted.

Our goal is to make state tax compliance as hassle free as possible. We are here to answer any questions and assist in the process.

Sincerely,
Metal Mart & Metal Direct Tax Department

Amy Malone
Tax Supervisor
318-747-8009 phone
318-752-5058 fax

Pam Flowers
Tax Coordinator
318-752-5025 phone
318-752-5058 fax