



SUGAR STEEL CORPORATION

2521 State Street · Chicago Heights, IL 60411 · Phone (708) 757-9500 · Fax (708) 757-9900
5401 Highway 41 North, Suite 9400 · Evansville, IN 47711 · Phone (812) 428-5490 · Fax (812) 428-5494
361 D Street · Perrysburg, OH 43551 · Phone (419) 661-8500 · Fax (419) 661-8611

Credit Application

Sales Person: _____

Legal Name of Business: _____

Trade Name, A/K/A, or D/B/A: _____

Billing Address: _____ Physical / Ship To Address: _____

Phone: _____ Fax: _____ Phone: _____ Fax: _____

Related Companies: _____ Relationship: _____

State of Business Registration: _____ FEIN / Tax ID Number: _____

Requested Monthly Credit Limit (based on our granting terms of ½% 10 Net 30): _____

How may we send Invoices?: Mail Fax: _____ Email: _____

Owners / Officers

Name: _____ Title: _____ Phone: _____

Name: _____ Title: _____ Phone: _____

Name: _____ Title: _____ Phone: _____

Credit References (Preferably Metals Vendors)

Bank
Name: _____ Phone: _____ Email: _____

Checking Acct. #: _____ Savings Acct. #: _____

Trade
Name: _____ Acct. #: _____ Phone: _____ Email: _____

Name: _____ Acct. #: _____ Phone: _____ Email: _____

Name: _____ Acct. #: _____ Phone: _____ Email: _____

From time to time, Sugar Steel Corporation may evaluate the creditworthiness of the business named in this Credit Application. For purposes of such evaluation, the undersigned hereby authorizes Sugar Steel Corporation to obtain credit reports, credit checks, banking information and other pertinent information on the business applying for credit with Sugar Steel Corporation and the person signing this Credit Application on behalf of such business.

Name: _____ Signature: _____ Date: _____

(Must be signed by owner / officer / or person authorized to have bank release information)

Terms and Agreements

1. Sugar Steel Corporation shall hereinafter be referred to as Sugar Steel, and the applicant shall be referred to as "Customer". The Customer desires to purchase goods and services from Sugar Steel and Customer agrees in consideration thereof to be bound by the terms and conditions stated herein.
2. Customer hereby authorizes Sugar Steel to contact Customer's representatives for legitimate business purposes related to the business relationship between Customer and Sugar Steel. Authorized manners of communication include, but are not limited to: landline phone lines, cellular phone numbers, email addresses, facsimiles, United States postal mail, and/or various delivery companies (such as Fed Ex, UPS, common carrier, etc.)
3. Credit will be extended or denied by Sugar Steel to Customer at Sugar Steel's sole and absolute discretion. Customer hereby acknowledges that Sugar Steel will be relying, and agrees that Sugar Steel may rely, on the information provided by Customer in this application in evaluating whether to extend credit to Customer.
4. To secure payment for all purchases from Sugar Steel, now and in the future, Customer hereby grants Sugar Steel a continuing first priority, perfected, purchase money security interest in all goods purchased by Customer from Sugar Steel (as discernible by, among other things, "Sugar Steel" markings or labels, heat numbers, bills of lading, invoices, purchase orders and/or sales acknowledgements) and the proceeds therefrom. In the event of non-payment for said goods beyond the scope of the credit terms' net payment days, Customer hereby authorizes Sugar Steel to retake possession of the goods at its discretion, with or without prior notice to Customer, and such goods so retaken will be credited to Customer's outstanding balance owing to Sugar Steel. To further secure payment for all purchases from Sugar Steel, now and in the future, Customer hereby grants Sugar Steel a continuing security interest in all of Customer's presently owned or hereafter acquired (a) goods, (b) instruments, (c) chattel paper, (d) books and records, (e) accounts, (f) accounts receivable, (g) general intangibles, (h) inventory, and (i) machinery & equipment, together with all proceeds therefrom. Customer authorizes Sugar Steel to file a financing statement with respect to any and all such collateral.
5. **TIME IS OF THE ESSENCE FOR CUSTOMER'S PAYMENT OF SUGAR STEEL'S INVOICES.** Customer shall notify Sugar Steel in writing, of any error in any invoice within ten (10) days after the date of that invoice. If not so notified, the invoice shall be deemed to be correct, and accepted as rendered. All sums owing to Sugar Steel by Customer shall be paid in accordance with the terms and conditions expressed on any written quotation signed by Sugar Steel and Customer, or on Sugar Steel's invoice. In the absence of such express payment terms, Sugar Steel's terms will be ½ 10 net 30 days. All sums past due shall bear an interest charge at the rate of one and one-half percent (1.5%) per month or the maximum rate allowed by applicable law, whichever is less.
6. If Customer fails to timely pay any invoice or is otherwise in default of any agreement with Sugar Steel, Customer shall be liable for all costs and expenses suffered or incurred by Sugar Steel in connection with its collection of such invoice or enforcement of such agreement, including, without limitation, fees charged by a collection agency or attorney, and any other charges which can be legally charged to Customer. These terms and conditions shall be construed under the laws of the State of Illinois, without regard to its choice of laws provisions. The federal and state courts of Illinois shall have exclusive jurisdiction over any legal action brought by Sugar Steel against Customer to collect any unpaid invoice or enforce any agreement between Customer and Sugar Steel, and Customer hereby irrevocably submits to such jurisdiction and waives any defense as to lack of personal jurisdiction or inconvenient forum.
7. CUSTOMER REPRESENTS AND WARRANTS THAT ANY FINANCIAL INFORMATION PROVIDED TO SUGAR STEEL IS TRUE, CORRECT AND COMPLETE, AND WILL PROVIDE SUCH INFORMATION FROM TIME TO TIME UPON REQUEST. Customer represents to Sugar Steel that it is solvent as of the date of this application, that it has not filed or had filed against it any proceeding in bankruptcy, and that any financial statements attached to this application fairly and accurately reflects the present financial condition of Customer as of the date of this application. THE UNDERSIGNED CERTIFIES THAT HE/SHE HAS READ AND AGREED TO ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT NOTED ON THE FRONT AND REVERSE PAGES OF THIS CREDIT APPLICATION.
8. By ordering or accepting goods from Sugar Steel, Customer agrees to be bound by the terms and conditions set forth herein. Any conflicting, different, or inconsistent terms in Customer's acknowledgment, purchase order, shipping instructions or other documents are hereby rejected by Sugar Steel, and shall not be valid or binding on Sugar Steel notwithstanding any terms or conditions that may be contained therein limiting Sugar Steel's acceptance to the terms and conditions therein, and notwithstanding Sugar Steel's act of shipping goods or similar act of Sugar Steel in response thereto.

Name: _____ Signature: _____

Title: _____ Date: _____

CONTINUING PERSONAL GUARANTY

In consideration of the extension of credit to Customer by Sugar Steel, and as an inducement to Sugar Steel to continue to extend credit to said Customer, the undersigned (hereinafter "Guarantors") jointly and severally, unconditionally guarantee and promise to pay on demand any and all sums of money as are now, or at any time hereafter, may be owing to Sugar Steel by said Customer, as a result of Sugar Steel's extension of credit, including attorneys' fees and costs which may be incurred by Sugar Steel to enforce this Guarantee and / or to enforce its claims against Customer.

Guarantors agree to indemnify, defend and hold Sugar Steel harmless from and against any and all losses, damages, costs, expenses and liabilities attributable to or arising out of Customer's failure to pay any amount now or hereafter owing to Sugar Steel by said Customer. Sugar Steel may proceed against Guarantors without being required to first proceed against the Customer and Sugar Steel may proceed against any one of the Guarantors without waiving its rights to proceed against any of the remaining Guarantors or the Customer. Guarantors waive notice of the following: extension of time or modification of terms, settlements or resolutions of disputes, modification of credit line, and/or presentment or notice of default to Customer.

This is intended to be and is a Continuing Personal Guarantee and shall not be revoked except by written notice to Sugar Steel not to make any further sales and deliveries on the security of this Guarantee and until the expiration of five (5) days after such notice shall have been received by Sugar Steel 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 hereunder by Guarantors prior to that time.

Guarantor's Name: _____ Guarantor's Signature: _____ Date: _____

Spouse's Name: _____ Spouse's Signature: _____ Date: _____

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Customer Information Form

The following information is requested in order for us to open up an account for you.

**FORM MUST BE COMPLETED IN ITS ENTIRETY AND RETURNED TO SUGAR STEEL
BEFORE ANY ORDERS CAN BE PROCESSED OR SHIPPED.**

PLEASE FAX FULLY COMPLETED FORM TO 708-757-9600 OR RETURN TO YOUR SALESPERSON.

Salesperson: _____

Customer Name: _____

Billing Address: _____

City: _____ State: _____ Zip code: _____

Phone #: _____ Fax #: _____

Shipping Address: _____

City: _____ State: _____ Zip code: _____

Phone #: _____ Fax #: _____

Contacts

Purchasing: _____ Title: _____

Email Address: _____ Cell #: _____

Accounts Payable: _____ Title: _____

Email Address: _____ Cell #: _____

Plant Receiving: _____ Title: _____

Email Address: _____ Cell #: _____

Delivery Information

Receiving Hours: _____

Truck Clearance: _____ Small Truck Only?: Yes _____ No _____

45' Trailer or Less?: Yes _____ No _____ Longer Than 45'?: Yes _____ No _____

Unloading Method: Hand: Yes _____ No _____ Max Lift _____

Forklift: Yes _____ No _____ Max Lift _____

Crane: Yes _____ No _____ Max Lift _____

Do our Trucks have to Enter through an Alley?: Yes _____ No _____

Are there any SPECIAL Delivery Instructions?: _____

Heat #'s Required?: Yes _____ No _____ Test Reports Required?: Yes _____ No _____

Tax Information

Is Your Company Taxable?: Yes _____ No _____ If No, we require a copy of your Tax
Exemption Certificate before we can forgo sales tax being charged on your orders.