



COMPLETE AND SIGN-RETURN TO ATTENTION:

Credit Department
Email to: gbouzigard@espsteel.com
Branch No. Salesperson

ESP Specialty Steel Products, LLC
7404 Railhead Lane Houston, TX 77086
Phone: 281-760-0400 | Fax: 281-995-2965

Remit to: ESP Energy Steel Products
PO BOX 677226
Dallas, TX 75267-7226

CREDIT APPLICATION AND AGREEMENT

DATE:

LEGAL BUSINESS NAME: :

DOING BUSINESS AS:

BILLING ADDRESS: : STREET OR P.O. Box No. CITY STATE ZIP COUNTY

STREET DELIVERY ADDRESS: STREET CITY STATE ZIP COUNTY

ACCOUNTS PAYABLE NAME AND EMAIL: A COPY OF TAX STATUS CERTIFICATE MUST BE ATTACHED

PROPRIETORSHIP PARTNERSHIP CORPORATION NON PROFIT ORGANIZATION OTHER: FED. TAX I.D. NO:

Parent Company: Name Address: Phone:

YEAR BUSINESS STARTED: TYPE OF BUSINESS: STATE/S OF INCORPORATION: Date: P.O. Required

BUSINESS TELEPHONE No: FAX No. Requested Credit Limit: N.A.I.C.S. CODE: S.I.C. CODE:

PRINCIPAL OWNER(S) OR OFFICER(S) ARE: RESALE CERTIFICATION No: EXEMPT? YES No

Table with columns: NAME, TITLE, RESIDENT ADDRESS, RESIDENT PHONE, Soc. Sec #

DOES THE BUSINESS OR ANY PRINCIPALS HAVE ANY OUTSTANDING LIENS OR JUDGEMENTS AGAINST THEM? IF YES, GIVE DETAILS:

WERE ANY OF THE PRINCIPALS IN BUSINESS PREVIOUSLY? IF SO, GIVE BUSINESS NAME AND REASON FOR DISCONTINUING:

HAVE ANY OF THE PRINCIPALS FILED FOR BANKRUPTCY PERSONALLY OR CORPORATELY? IF SO, GIVE DETAILS:

Table with columns: BANK REFERENCE, NAME OF BANK, ADDRESS, ACCOUNT NUMBER

BANK OFFICER: PHONE No. Fax No.

BUSINESS OR TRADE REFERENCES (IN RELATED FIELD, IF POSSIBLE)

Table with columns: COMPANY NAME, TELEPHONE NUMBER, FAX NUMBER

PLEASE ATTACH A COPY OF YOUR MOST RECENT FINANCIAL STATEMENT. PAYMENT TERMS OF NET 30 FROM THE DATE OF ANY INVOICE. PAYMENT IN FULL WITHOUT RETAINER. IF, IN "ESP" ENERGY STEEL PRODUCTS, LLC OR AFFILIATES (COLLECTIVELY "ESP") SOLE DISCRETION EXERCISED AT ANY TIME AND FROM TIME TO TIME, THE FINANCIAL CONDITION OF THE PURCHASER DOES NOT JUSTIFY THE SPECIFIED TERMS OF PAYMENT, PARTIAL OR FULL PAYMENT MAY BE REQUIRED AS A CONDITION TO COMMENCEMENT OR CONTINUATION OF LABOR OR MATERIAL A FINANCE CHARGE EQUAL TO THE MAXIMUM INTEREST RATE PERMITTED BY APPLICABLE LAW SHALL ACCRUE AND BE DUE AND PAYABLE WITH RESPECT TO BALANCES UNPAID FOR MORE THAN 30 DAYS. IN CONSIDERATION OF OPENING THIS ACCOUNT, AND OTHER VALUABLE CONSIDERATION, THE ADEQUACY AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, IT IS AGREED THAT THE UNDERSIGNED(S) AGREES TO PAYMENT OF THIS ACCOUNT AND THE PERFORMANCE OF PURCHASER'S OBLIGATIONS UNDER THIS AGREEMENT, AND FURTHER AGREES TO PAY ALL COSTS OF COLLECTION INCLUDING ATTORNEY FEES, 3RD PARTY COLLECTION FEES AND COURT COSTS. I/WE UNDERSTAND, FOR THE PURPOSE OF INVESTIGATING CREDIT HISTORY, A PERSONAL RETAIL AND/OR COMMERCIAL CREDIT REPORT MAY BE OBTAINED THROUGH THE APPROPRIATE CREDIT REPORTING AGENCIES. ESP CLAIMS AND PURCHASER HEREBY GRANTS AN EXPRESS RIGHT TO APPLY ALL PAYMENTS RECEIVED ON ACCOUNT AS THEY DEEM APPROPRIATE. PURCHASER AGREES THAT ANY CONTROVERSY BETWEEN PURCHASER AND ESP ARISING OUT OF, RELATING TO OR TOUCHING UPON THIS CREDIT APPLICATION OR ANY LABOR OR MATERIALS SOLD TO PURCHASER BY ESP SHALL, AT THE SOLE OPTION OF ESP, BE SUBMITTED TO ARBITRATION, AND SUCH ARBITRATION SHALL COMPLY WITH AND BE GOVERNED BY THE PROVISIONS OF THE AMERICAN ARBITRATION ASSOCIATION'S COMMERCIAL ARBITRATION RULES. VENUE OR HEARING LOCALE FOR ANY LITIGATION OR ARBITRATION (IF SO ELECTED BY ESP) SHALL BE IN HARRIS COUNTY, TEXAS. IF ESP ELECTS NOT TO ARBITRATE, I/WE WAIVE OUR RIGHT TO A TRIAL BY JURY.

NOTICE: THE FEDERAL EQUAL CREDIT OPPORTUNITY ACT PROHIBITS CREDITORS FROM DISCRIMINATING AGAINST CREDIT APPLICANTS ON THE BASIS OF RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, MARITAL STATUS, AGE (PROVIDED THE APPLICANT HAS THE CAPACITY TO ENTER INTO A BINDING CONTRACT); BECAUSE ALL OR PART OF THE APPLICANT'S INCOME DERIVES FROM ANY PUBLIC ASSISTANCE PROGRAM, OR BECAUSE THE APPLICANT HAS, IN GOOD FAITH, EXERCISED ANY RIGHT UNDER THE CONSUMER CREDIT PROTECTION ACT. THE FEDERAL AGENCY THAT ADMINISTERS COMPLIANCE WITH THE LAW CONCERNING THIS CREDIT IS THE FEDERAL TRADE COMMISSION, DIVISION OF CREDIT PRACTICES, 6TH AND PENNSYLVANIA AVE, NW, WASHINGTON, DC 20580.

\*\* IF BUSINESS IS CORPORATION, THIS APPLICATION MUST BE SIGNED BY A CORPORATE OFFICER

PURCHASER, BY SIGNING THIS CREDIT APPLICATION AND AGREEMENT, AGREES TO THE FOREGOING TERMS AND WARRANTS AND REPRESENTS THAT ALL OF THE INFORMATION FURNISHED HEREON IS TRUE, COMPLETE AND CORRECT.

DATE: SIGNATURE OF OWNER / OFFICER / AUTHORIZED AGENT COMPANY NAME TITLE

IT IS UNDERSTOOD THAT THIS PERSONAL GUARANTEE SHALL BE CONTINUING AND IRREVOCABLE. ALL BILLS ARE DUE AND PAYABLE IN HARRIS COUNTY, TEXAS. FURTHER, THESE TERMS AND CONDITIONS SUPERSEDE ANY AND ALL TERMS OR CONDITIONS APPEARING ON ANY OTHER DOCUMENTS, PURCHASE ORDERS RELATED TO BUSINESS ACTIVITIES BETWEEN PURCHASER AND ESP, EXCEPT IF THE UNDERSIGNED EXECUTES A SEPARATE CONTINUING GUARANTY, IN SUCH CASE THESE TWO AGREEMENTS SHALL BE READ TOGETHER TO PROVIDE THE MAXIMUM PROTECTION TO ESP.

DATE: SIGNATURE OF OWNER / OFFICER / AUTHORIZED AGENT COMPANY NAME TITLE Personal Guarantees Signature