



APPLICATION FOR CREDIT

PLEASE FILL IN ALL SPACES OR NO ACTION WILL BE TAKEN

The following information is submitted for your consideration and upon which you may rely should you decide to make sales on terms other than cash to the undersigned:

DATE _____ TELEPHONE # (_____) _____

NAME OF ACCOUNT _____ FAX # (_____) _____

MAILING ADDRESS _____ (P.O. BOX OR STREET)

(CITY) (COUNTY) (STATE) (ZIP)

DELIVERY ADDRESS (if not above) _____

TYPE OF BUSINESS _____ YEARS IN BUSINESS _____

CONTRACTORS LICENSE # _____ STATE _____ CLASSIFICATION _____

OPERATE AS: CORPORATION _____ PARTNERSHIP _____ LIMITED PARTNERSHIP _____ INDIVIDUAL _____

STATE OF INCORPORATION _____ SOCIAL SECURITY # OR F.I.D. # _____

NAME OF OWNERS, PARTNERS OR STOCKHOLDERS ADDRESS PERCENTAGE OWNED

CREDIT AMOUNT DESIRED _____ TYPE OF MATERIAL TO BE PURCHASED _____

SALES TAX TO BE CHARGED: YES _____ NO _____ PURCHASE ORDERS REQUIRED: YES _____ NO _____

RESALE NUMBER* _____ *PLEASE ATTACH RESALE CARD

ACCTS PAYABLE CONTACT _____ STATEMENTS MAILED _____ EMAILED _____

ACCTS PAYABLE EMAIL: _____ INVOICES MAILED _____ EMAILED _____

LIST OF NAMES AUTHORIZED TO CHARGE ON THIS ACCOUNT: _____

DO YOU OWN, OR HAVE INTEREST IN ANY OTHER BUSINESSES: YES _____ NO _____

IF YES, PLEASE GIVE PARTICULARS _____

HAS THIS BUSINESS OR ANY OF THE ABOVE OFFICERS EVER FILED BANKRUPTCY? YES _____ NO _____

IF YES, PLEASE GIVE DETAILS _____

BUSINESS PREMISES: OWNED _____ RENTED _____

NAME AND ADDRESS OF LESSOR OR MORTGAGEE _____

BANK NAME & BRANCH _____ PHONE # (_____) _____

ADDRESS _____ CONTACT PERSON: _____

ACCOUNT NUMBER: _____

COMMERCIAL _____ PAYROLL _____ LOAN _____

PLEASE READ AND COMPLETE THE REVERSE SIDE OF THIS APPLICATION

1100 EAST GREG ST. • SPARKS, NEVADA 89431

(775) 356-5542 • (800) 356-0977 • Fax (775) 356-8927

MSMSHEETMETAL.COM

TRADE REFERENCES

<u>NAME</u>	<u>FAX</u>	<u>PHONE</u>
1)		
2)		
3)		
4)		

CREDIT AGREEMENT

WE BELIEVE THAT OUR FIRM IS AND WILL CONTINUE TO BE FINANCIALLY ABLE TO MEET ANY COMMITMENTS WE HAVE MADE OR MAY MAKE, AND WE WILL PAY YOUR INVOICES ACCORDING TO YOUR TERMS. WE UNDERSTAND THAT A SERVICE CHARGE WILL BE ASSESSED ON PAST DUE INVOICES AT THE HIGHEST RATE ALLOWED BY LAW, AND WE AGREE TO PAY SUCH SERVICE CHARGES WHEN BILLED. ALL ACCOUNTS SHALL BE CONSIDERED PAST DUE ON THE 25TH OF THE MONTH FOLLOWING THE MONTH OF PURCHASE UNLESS PRIOR ARRANGEMENTS HAVE BEEN MADE. PAST DUE ACCOUNTS ARE AUTOMATICALLY ON A CASH SALE BASIS. ALL PAYMENTS WILL BE MADE TO MSM SHEET METAL & STEEL FABRICATION, INC., AT 1100 EAST GREG ST., SPARKS, WHICH IS THE AGREED SITE OF ANY COLLECTION ACTION THAT MAY BE BROUGHT ON THIS ACCOUNT. IN THE EVENT OF SUCH ACTION, WE AGREE TO PAY ALL COSTS AND REASONABLE ATTORNEY FEES. CLAIMS INCLUDING SHORTAGE OR DEFECTIVE MATERIAL SHALL BE MADE IN WRITING WITHIN 3 DAYS FOLLOWING DELIVERY. MSM'S SOLE RESPONSIBILITY AND LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY UNDER THIS AGREEMENT SHALL BE LIMITED TO THE REPAIR OR REPLACEMENT OF GOODS (F.O.B. MSM'S SHIPPING POINT). IN NO EVENT SHALL MSM BE LIABLE FOR INSTALLATION, MODIFICATION, REMOVAL OR RELATED EXPENSES (CRANE TIME) TO REMOVE AND RETURN DEFECTIVE PRODUCT. THE UNDERSIGNED INDIVIDUAL WHO IS EITHER A PRINCIPAL OF THE CREDIT APPLICANT OR A SOLE PROPRIETORSHIP OF THE CREDIT APPLICANT, RECOGNIZING THAT HIS OR HER INDIVIDUAL CREDIT HISTORY MAY BE A FACTOR IN THE EVALUATION OF THE CREDIT HISTORY OF THE APPLICANT, HEREBY CONSENTS TO AND AUTHORIZES THE USE OF A CONSUMER CREDIT REPORT ON THE UNDERSIGNED BY THE ABOVE NAMED BUSINESS CREDIT GRANTOR, FROM TIME TO TIME AS MAY BE NEEDED, IN THE CREDIT EVALUATION PROCESS.

APPLICANT: _____ (BUSINESS NAME)

SIGNATURE: _____ TITLE: _____

PRINT NAME: _____

CONTINUING PERSONAL GUARANTEE

In consideration of the extension of credit by MSM Sheet Metal & Steel Fabrication, to the applicant named herein above, (hereinafter referred to as "The Customer"), and for other valuable consideration, the undersigned, and each of them, jointly and severally, hereby agrees to pay all sums of money now owed or hereafter to become due from the Customer, including, without limiting the generality of the foregoing, legal and other costs of attempts to collect said sums from Customer and the undersigned, and interest on said sums.

The liability of the undersigned shall be primary and shall not be affected by any discharge, extension of time, release of security, acceptance of compromise or any other modification of the liability of the Customer, and shall not be dependent upon recourse to any remedies against the Customer. The undersigned hereby waives any notice of the time and amount of extension of credit to the Customer.

This agreement is intended to cover a running account by the Customer and will remain in full force and effect until withdrawn by a writing sent by registered mail, return receipt requested, and until actually received by MSM Sheet Metal & Steel Fab., Inc., 1100 East Greg St., Sparks, NV 89431. Such withdrawal shall be effective prospectively only, and this agreement shall remain in full force and effect with respect to all sums of money that are due and that become due from the Customer as a result of transactions through and including the date said withdrawal is received. No rights against the undersigned are waived by failure to exercise any rights against the Customer upon its default. Neither the incorporation, merger, reorganization, sale of customer's business, nor guarantor's withdrawal or disassociation from customer's business, shall operate as a termination of this guarantee. The undersigned hereby agrees to pay any and all of said sums, together with all legal and other costs including attorney's fees for enforcing the agreement contained herein both as against the Customer and the undersigned guarantor(s).

The undersigned personal guarantor, recognizing that his or her individual credit history may be a necessary factor in the evaluation of this personal guarantee, hereby consents to and authorizes the use of a consumer credit report on the undersigned, by the above named business credit grantor, from time to time as may be needed, in the credit evaluation process.

Witness my/our hand(s) and seal(s) this _____ day of _____ 20 _____

Individually

Individually