

## CREDIT APPLICATION AND AGREEMENT

Individual <input type="checkbox"/>	Corporation <input type="checkbox"/>	Sole Proprietor <input type="checkbox"/>	Partnership <input type="checkbox"/>	Other:
Registered Corporation Name:			Date Business Commenced:	
Individual's Name:		Trade Style Name: (if applicable)		
Mailing Address:				
City:		Prov/State:	Postal/ZIP Code:	
Ship to address:			Telephone:	
Fax:	Type of Business:		Est. annual purchases:	
Accounts payable contact:			Sales contact:	
<b>NAMES OF ALL OFFICERS, PARTNERS, OR PROPRIETOR:</b> (Attach list if more than three)				
1.	Name:	Title:		
2.	Name:	Title:		
3.	Name:	Title:		
<b>SALES TAX:</b>				
Canada	G.S.T Registration #:		PST/HST/QST #: (incl. Exempt form)	
USA	State: (incl. Exempt form)			
<b>INVOICING OPTIONS:</b> (Receive my invoices by one of the following)				
<input type="checkbox"/>	Fax:		<input type="checkbox"/>	Email address:
<b>BANKING INFO:</b>				
Bank Reference:		Account #:	Contact:	
Address:		Tel:	Fax/Email:	
<b>TRADE REFERENCES:</b> (Preferably Steel or Other Key suppliers)				
Name:		Tel:	Fax/Email:	
Name:		Tel:	Fax/Email:	
Name:		Tel:	Fax/Email:	
Will financials be available with a confidentiality agreement?				
<b>TERMS AND CONDITIONS AND ACKNOWLEDGEMENT</b>				
The applicant acknowledges and agrees that all sales are on and subject to JMS Russel Metals terms and conditions of sale which the applicant has reviewed and are available at <a href="http://www.russelmetals.com/en/Tools/Pages/Terms_and_Conditions.aspx">http://www.russelmetals.com/en/Tools/Pages/Terms_and_Conditions.aspx</a> . Terms of sale call for payment in full of all accounts thirty (30) days from date of invoice unless otherwise specified, in writing, by the Seller. Default of payment will result in a 1 ½% monthly interest charge (18% per annum) on all past due amounts. In the event of an N.S.F. cheque, a \$50.00 fee will be charged. Materials will not be accepted for returns unless authorized by the Seller.				
<b>AGREEMENT</b>				
In consideration of selling steel related products and services, the purchaser hereby grants as security for credit terms, a Purchase Money Security Interest in all steel related products and services sold to the Purchaser and Security Interest in the balance of all the personal property which is in, or will be in the possession of the Purchaser and its agent. JMS Russel Metals shall have all remedies available under the Uniform Commercial Code and all other applicable legislation which includes the right to enforce remedies in accordance with applicable law as a secured party.				
<b>PRIVACY POLICY AND CONSENT</b>				
I acknowledge that you may collect personal information from me, as defined by the Personal Information Protection and Electronics Documents Act or other legislation. I also acknowledge that I am aware of JMS Russel Metals' Privacy Policy and its Statement for Customers, as located on its website at <a href="http://www.russelmetals.com">www.russelmetals.com</a> ; which documents are available for downloading for my information.				
<b>SIGNATURES</b>				
The applicant consents to the obtaining of credit information including banking information as may be required in connection with the credit line hereby applied for or any renewal or extension thereof. The undersigned certifies the information given in the Application is warranted to be true and correct.				
Authorized Signature:			Title:	
Date:				

**MUST BE SIGNED BY AN OFFICER OF THE APPLICANT, IF THE APPLICANT IS A CORPORATION.**



**PERSONAL GUARANTY**

1. IN CONSIDERATION OF (hereinafter "Creditor") extending credit to \_\_\_\_\_ (hereinafter "Customer"), the undersigned, (hereinafter "Guarantor") does hereby personally and if more than one, jointly and severally, guarantee unconditional, full and prompt payment by the Customer to the Creditor for all merchandise which has heretofore been and/or hereafter is purchased by the Customer, and for any other expense incidental to said transactions, including reasonable attorney fees and collection costs and surcharges due under and invoices issued by Creditor. The Guarantor further agrees that, on failure of the customer to pay for such purchases upon maturity of the invoices therefore, said Guarantor shall immediately pay the amounts thereof, and the additional charges and expenses enumerated above, together with interest, at the maximum legal rate from maturity of each invoice to the date of payment.
2. This is a guarantee of payment. The Creditor shall not be required first to exhaust or pursue any remedy it may have against the Customer.
3. This guaranty shall be a continuing one and shall remain in full force and effect until written notice, canceling same, shall be sent by the Guarantor to the Creditor by registered mail, return receipt requested, and received by the Creditor at its offices. Upon such cancellation, the Guarantor shall remain liable for all goods theretofore shipped and for all goods theretofore ordered, although not shipped until after such cancellation.
4. The Guarantor hereby waives notice of (i) the acceptance of this guaranty by the Creditor, (ii) of any transactions with the Customer, (iii) of any changes of the terms, any extension of time, any extension of credit to Customer, and (iv) of any non-payment or defaults by Customer.
5. The Guarantor waives any right of set-off, recoupment or counterclaim, that he or she may possess against Creditor or which Guarantor may have against Customer. The Guarantor waives any right of subrogation against Customer of the Claim(s) of Creditor.
6. In any suit brought on this guaranty, Creditor shall only be required to establish the amount due to it from said Customer, and the books and records of the Creditor, when so proved, shall be conclusive evidence of the obligation of both the Customer and the undersigned.
7. The designation of "Guarantor" as contained herein, includes multiple guarantors, and when the document is signed by more than one person as guarantor, shall be construed as binding on all guarantors jointly and severally. THIS IS AN INDIVIDUAL GUARANTY AND ALL GUARANTORS, WHETHER ONE OR SEVERAL, SHALL BE PERSONALLY AND INDIVIDUALLY LIABLE, IRRESPECTIVE OF ANY DESIGNATION OF TITLE OR POSITION IN ANY WAY APPENDED TO THEIR SIGNATURE HEREON.
8. This guaranty shall be construed pursuant to the laws of the State of \_\_\_\_\_.

IN WITNESS HEREOF

THIS IS A PERSONAL GUARANTY  
SEE PARAGRAPH 7

**WITNESS:**

**GUARANTOR(S):**

\_\_\_\_\_

**WITNESS:**

\_\_\_\_\_

\_\_\_\_\_  
 Name:  
 Address:  
 \_\_\_\_\_  
 Social Security #:  
 Date:

\_\_\_\_\_

\_\_\_\_\_  
 Name:  
 Address:  
 \_\_\_\_\_  
 Social Security #:  
 Date:  
**NOTE:** All Partners or Shareholders of Customer should sign.