



ValleySteelSupply<sub>LLC</sub>

Customer Application for Credit

Date \_\_\_\_\_

623-878-0484 ~ Fax 623-776-2360

P.O.Box 579

Peoria, AZ 85380-579

The undersigned company (hereinafter "Customer") herein makes this Customer Application for Credit ("Agreement") to VALLEY STEEL SUPPLY ("VSS") for credit and/or to update and reconfirm its existing account and balance with VSS ("Account"). Customer gives its permission to VSS to verify the information stated herein. If credit is granted, Customer agrees to pay all bills rendered pursuant to and upon the Account and further agrees to the Terms and Conditions of this Agreement as set forth herein below.

Please answer all questions.

Company Name \_\_\_\_\_ State Resale # \_\_\_\_\_

Business Name \_\_\_\_\_ Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Phone \_\_\_\_\_

Billing Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Type of Business \_\_\_\_\_ Federal I.D. # \_\_\_\_\_ How Long \_\_\_\_\_ Yrs.

If Less Than One (1) Year, Previous Address \_\_\_\_\_

\_\_\_\_ Partnership \_\_\_\_ Proprietorship \_\_\_\_ LLC \_\_\_\_ Incorporated – What state? \_\_\_\_\_

Company Bank \_\_\_\_\_ Address \_\_\_\_\_ Acct # \_\_\_\_\_

Company Own Real Property \_\_\_\_ No \_\_\_\_ Yes Address \_\_\_\_\_

COMPANY SUPPLIERS

Name \_\_\_\_\_ Address \_\_\_\_\_ Fax # \_\_\_\_\_

Name \_\_\_\_\_ Address \_\_\_\_\_ Fax # \_\_\_\_\_

Name \_\_\_\_\_ Address \_\_\_\_\_ Fax # \_\_\_\_\_

PRINCIPALS OF COMPANY

Name \_\_\_\_\_ Address \_\_\_\_\_

Title \_\_\_\_\_ SS # \_\_\_\_\_ Own \_\_\_\_\_ Rent \_\_\_\_\_

Name \_\_\_\_\_ Address \_\_\_\_\_

Title \_\_\_\_\_ SS # \_\_\_\_\_ Own \_\_\_\_\_ Rent \_\_\_\_\_

Name \_\_\_\_\_ Address \_\_\_\_\_

Title \_\_\_\_\_ SS # \_\_\_\_\_ Own \_\_\_\_\_ Rent \_\_\_\_\_

[continued on next page]

**TERMS AND CONDITIONS**

**Remedies and Limitations of Liability.** Customer acknowledges and agrees, in all such circumstances, that its remedies against VSS shall be limited to those set forth in this Agreement, per A.R.S. § 14-2719. For any breach or default of this Agreement by VSS, the sole liability of VSS shall be to remedy the breach. Each party reserves the right to obtain equitable relief where appropriate. Customer also waives any and all claims for incidental, special, punitive, indirect or consequential damages of any kind. In addition to the preceding limitations, VSS shall not be liable for any losses, claims, demands, penalties, actions, causes of action, suits, obligations, liabilities, damages, delays, costs or expenses, including reasonable attorney’s fees, (collectively “Losses”) of any kind unless Customer provide written notice to VSS of the event that gave rise to the alleged liability within ten (10) days of occurrence. Customer agrees that no action arising out of this Agreement may be brought more than one (1) year following the event that gave rise to the action. VSS’s liability under this Agreement is limited, in all cases, in the aggregate, to the value of the purchase order that gave rise to the liability. These limitations shall apply regardless of the form of action and whether the action is brought in contract, tort (including, but not limited to, negligence or strict liability), or otherwise.

**Remedies Upon Default.** In event the payment is not made and this Account is referred for collection, Customer will pay all costs of collection equal to a minimum amount of twenty-five percent of the principle amount. Customer understands interest on any unpaid balance will be charged at a monthly rate of 1.5% (18% per annum). If suit or action by an attorney is instituted, Customer promise to pay reasonable attorney fees in said suit or action.

**Governing Law and Disputes; Language.** It is understood that all billings of accounts receivables and credits are processed through VSS headquarters in Maricopa County, AZ. This Agreement shall be governed by the laws of the United States and the State of Arizona, without regard to conflict of law provisions. Customer irrevocably consents to the jurisdiction and venue of the state and federal courts located in the State of Arizona for the resolution of any matter arising under this Agreement and for which judicial relief is sought. Neither party shall institute any judicial action against the other party in any court located outside the State of Arizona, County of Maricopa, Southeast Judicial District. Each party waives any claim of forum non-conveniens or other objection to such jurisdiction. English shall be the controlling language for this Agreement and any translations of this Agreement shall be for convenience only.

**Waiver.** The failure of either party to enforce at any time any provision of this Agreement, or to exercise any right provided for by this Agreement, shall not in any way be construed as a waiver of such provision or right, nor shall it affect in any way the validity of this Agreement or any part of this Agreement, or limit, prevent, or impair the right of either party to enforce such provision or to exercise such right at a later time. No waiver of a breach of any term or condition of this Agreement shall be construed to be a waiver of any succeeding breach.

**Assignment.** Neither party shall be permitted to assign this Agreement, nor any rights, duties, or responsibilities under this Agreement, without the prior written consent of the other party, however, VSS may obtain products and/or services from third parties to the extent necessary to perform its obligations under this Agreement. In addition, VSS shall have the right to assign this Agreement to any directly or indirectly held and majority-owned subsidiary of VSS or to any successor in interest in connection with a merger, acquisition, business combination, divestiture, or business reorganization.

**Severability.** If any provision of this Agreement is held invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remainder of this Agreement shall be unaffected.

**Entire Agreement.** This Agreement constitutes the entire agreement of the parties with respect to its subject matter and supersedes all existing agreements, communications, representations, understandings and agreements, whether written or oral. There are no warranties, express or implied, that are not specifically contained in this Agreement. The provisions of this Agreement shall govern over any other documentation relating to the parties’ arrangements that are inconsistent herewith, and particularly, over any purchase order issued by the Customer. No subsequent purchase order or other Customer form will modify, supersede, add to, or in any way vary the terms of this Agreement. Any acknowledgment by VSS of such a Customer form shall be solely for informational purposes. This Agreement can only be modified in writing, signed by the duly authorized agents of the parties, and thus, no prior or subsequent conduct by either party shall modify the express terms hereof.

**CUSTOMER:**

By: \_\_\_\_\_ Dated: \_\_\_\_\_

Its: \_\_\_\_\_

**VSS**  
By: \_\_\_\_\_ Dated: \_\_\_\_\_

**PERSONAL GUARANTEE**

As a material inducement to cause VSS to contract with and extend credit to Customer, the undersigned (individually or collectively the "Guarantor") unconditionally guarantees and promises to pay to VSS, or order, on demand, in lawful money of the United States, any and all indebtedness of Customer to VSS under the terms and conditions of the Agreement. The word "indebtedness" is used herein in its most comprehensive sense and includes any and all debts, obligations, and liabilities of Customer heretofore, now, or hereafter made, incurred, or created, whether voluntary or involuntary and however arising, whether due or not due, absolute or contingent, liquidated or unliquidated, determined or undetermined, and whether Customer may be liable individually or jointly with others, or whether recovery upon such indebtedness may now be or hereafter become barred by any statute of limitations, or whether such indebtedness may be or hereafter becomes otherwise unenforceable.

The liability of Guarantor shall not exceed the amount due under the Agreement or any purchase orders thereafter arising, together with all interest, expenses, and costs as provided for in the Agreement. This Guaranty shall bind and obligate each of the undersigned and his/her/their heirs, devisees, administrators, executors, successors, and assigns, with said Customer, jointly and severally, for the payment of said indebtedness precisely as if the same had been contracted and was due and owing by him in person. Guarantor further waives any action required, upon notice, by any statute against the Customer. Notwithstanding the foregoing, VSS may permit the indebtedness of Customer to exceed Guarantor' liability. This is a continuing guaranty relating to any indebtedness under the Agreement, including that arising which shall either continue the indebtedness or from time to time renew it.

The death of a Guarantor shall not operate as a revocation of liability hereunder of the estate of any such Guarantor. The obligations hereunder are joint and several and independent of the obligations of Customer, and a separate action or actions may be brought and prosecuted against Guarantor whether action is brought against Customer or whether Customer be joined in any such action or actions, and Guarantor waives the benefit of any statute of limitations affecting the liability hereunder or the enforcement thereof.

Guarantor waives any right to require VSS to (a) proceed against Customer, (b) proceed against and to exhaust any security held from Customer, or (c) pursue any other remedy in VSS's power whatsoever. Guarantor specifically waives the provisions of Arizona Revised Statutes §12-1641. Guarantor waives any defense of Customer or by reason of any disability or other defense of Customer or by reason of the cessation of the liability of Customer from any cause whatsoever. Until all indebtedness of Customer to VSS shall have been paid in full, Guarantor shall have no right of subrogation, and hereby waive any right to enforce any remedy which VSS now has or may hereafter have against Customer, and waive any benefit of, and any right to participate in, any security now or hereafter held by VSS. Guarantor waives all presentments, demands for performance, notices of nonperformance, protests, notices of protest, notices of dishonor, and notices of acceptance of this Guaranty and of the existence, creation, or incurring of new or additional indebtedness.

Any indebtedness or obligation of Customer now or hereafter held by Guarantor is hereby subordinated to the indebtedness or obligation of Customer to VSS; and such indebtedness of Customer to any Guarantor, if VSS so requests, shall be collected, enforced, and received by Guarantor as trustee of VSS and be paid over to VSS on account of the indebtedness of Customer to VSS, but without reducing or affecting in any manner the liability of Guarantor under the other provisions of this Guaranty.

In the event Customer is unable or unwilling, for any reason whatsoever, including illegality of the payment or of the transaction upon which the indebtedness is based, to make the payments as provided in the Agreement, Guarantor agrees to make said payments to VSS. Guarantor agrees to pay all attorneys' fees and all other costs and expenses which may be incurred by VSS in the enforcement of this Guaranty. This Guaranty shall be governed and construed in accordance with the laws of the State of Arizona. Customer understand that venue is as stated above and that this continuing guarantee shall not be revoked except by written notice

This Guaranty may be executed in counterpart.

**Guarantor** \_\_\_\_\_

**Guarantor (spouse)** \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_