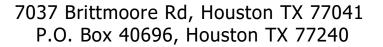


## Allstyle Coil Company, L.P. Texas Furnace, LLC





CONFIDENTIAL CREDIT APPLICATION						
Company Name:		Phone:	Fax:	Fax:		
Address:		City:	St:	Zip:		
Parent Company Name:		Phone:	Fax:			
Address:		City:	St:	Zip:		
Bank Name:	Branch:		Phone:			
Account Number:	Account Type:		Fax:			
Address:		City:	St:	Zip:		
TRADE REFERENCES						
Business Name:		Phone:	Fax:	Fax:		
Address:		City:	St:	Zip:		
Contact Name:	E-Mail: Years Purchased:		chased:			
Business Name:		Phone:	Fax:			
Address:		City:	St:	Zip:		
Contact Name:	E-Mail: Years Purchased		chased:			
Business Name:		Phone:	Fax:			
Address:		City:	St:	Zip:		
Contact Name:	E-Mail: Years Purch		chased:			
The above information is submitted for the purpose of establishing credit and will be held in confidence. Terms of sale are stated on each invoice. Consideration of this application is based on assurance by the applicant that all payments well be made in accordance with the Credit Application Terms and Conditions of AllStyle Coil Company, L.P.						
Information Submitted By:			Printed na	Printed name:		
Title:			Date:	Date:		

We must receive a signed copy of your most recent financial statement and a <u>copy</u> of your state's sales tax or tax exemption certificate.

Please email completed form to: <a href="mailto:credit.dept@allstyle.com">credit.dept@allstyle.com</a> or fax: 713-849-4845



## Allstyle Coil Company, L.P. Texas Furnace, LLC

7037 Brittmoore Rd, Houston TX 77041 P.O. Box 40696, Houston TX 77240



## Credit Application Terms and Conditions

## (Standard Terms and Conditions)

, acting on behalf of			("Customer"),
Please Print Name	<u> </u>	Company Name	`
hereby certify and agree as follows:			

- 1. Customer represents that the information supplied in the Credit Application is in all respects complete, accurate and truthful. Customer agrees to notify Allstyle Coil Company, L.P. ("ASC") promptly, in writing, of any substantive changes in the information provided.
- 2. Customer shall immediately notify ASC of any change of postal or email address, and, failing such notification, any notice to Customer is effectively sent if sent by post or email to Customer's last known address.
- 3. Customer understands that the information included in the credit application is for use by ASC in determining the amount, if any, and conditions of credit to be extended.
- 4. Credit limit and payment terms requested are contingent upon credit approval from ASC. Customer understands that ASC may cancel credit at any time without notice.
- 5. In the event credit is extended, Customer shall pay all invoices when due and pay interest on overdue accounts as recorded on ASC Invoices, and acknowledges that ASC may change such conditions from time to time. Standard payment terms are 30 days for all business, unless agreed to in writing and signed by ASC. All accounts which are 31 days old will be considered delinquent and subject to review of credit privilege. A service charge of one and one-half percent monthly (1 ½ % monthly) may be assessed on all delinquent bills.
- 6. If Customer fails to abide by the conditions of the invoice or this credit agreement, or if ASC, in its absolute discretion, determines that Customer will be unable to pay amounts due and owing, ASC has the right to revise or revoke these credit arrangements. ASC shall provide Customer 48-hours prior notice of the exercise of this right. During this 48-hour period and thereafter, all new services will be provided on a cash only basis.
- 7. Customer agrees that ASC may suspend any and all services as the result of Customers untimely payment or performance, and/or Customer's failure to abide by the conditions of the invoice or this credit agreement.
- 8. Customer agrees to be held accountable for the payment of any and all penalties or late fees that may result from Customer's untimely payment or performance, and/or Customer's failure to abide by the conditions of the invoice or this credit agreement.
- 9. Customer agrees that ASC may set off against monies due from Customer or any affiliate monies owed by ASC to Company or any affiliate. Customer agrees that it will not set off against any amounts due to ASC or claimed to be due to Customer from ASC.

- 10. Customer understands that a \$35 fee will be assessed on any received checks that are returned by the bank because of insufficient funds.
- 11. Customer agrees to submit payment to ASC in full for all services rendered (without deduction or setoff), on the due date of each billing, at: [Attention: AR Department, Allstyle Coil Company, L.P., P.O. Box 40696, Houston, TX 77240-0696]. Payments made shall be applied by ASC in the following order: on all interest charges, if any, and then, invoices beginning with the earliest in date up to the most recent.
- 12. Customer agrees that by signing this document, it is authorizing ASC to obtain financial information from the Trade and Bank references listed in the Credit application. Customer explicitly authorizes ASC to obtain credit reports in connection with this application for credit. Customer also authorizes the Trade and Bank references, listed in the Credit Application, to release to ASC, on a continuing basis, any other financial information required by ASC to make its credit decisions. Customer hereby waives its rights to privacy with respect to all applicable Privacy Laws.
- 13. ASC agrees that any subsidiary, associated or affiliated companies named by Customer shall be entitled to participate in the credit privileges of Customer, provided that Customer agrees to be fully responsible for payment of any charges incurred by such companies and hereby guarantees payment thereof.
- 14. Customer understands that its obligation to pay freight or other charges is governed by tariffs and that statutory compliance extends to it. Customer shall be unconditionally responsible for all freight or other charges for which credit has been extended pursuant to the Credit Application and Agreement. If the services of a broker, forwarding agent or others (collectively the "Agents") are utilized in connection with the payment of freight or other charges to any Agents, Customer agrees that such Agents act as Shipper's or Consignee's Agents for such purpose and not as Agents to ASC. Customer further specifically agrees that, in extending credit, ASC is relying upon Customer's credit history and upon ASCs' lien on goods and not upon the credit of such Agents. Customer shall be absolutely and unconditionally responsible for payment to ASC of all freight and other charges whether or not funds for payment of such freight and other charges have been advanced by Customer to Agents. If Customer provides funds to an Agent to pay freight or other charges due to ASC, it does so at its own risk, and in the event such Agent converts such funds to its own use or for any other reason fails to pay them to ASC, Customer shall remain absolutely and unconditionally liable to ASC for the payment of such freight and other charges. In no event shall any demand by ASC upon such Agent for payment constitute a waiver or estoppel of ASCs' right to enforce Customer's undertaking herein.
- 15. All disputes must be submitted to ASC, in writing, no later than 30 days following the date of billing. Any billing not challenged by Customer within 30 days will be deemed accepted and it is agreed the billing shall not be subject to dispute by Customer.
- 16. Should ASC refer Customer's account to a collection agency and/or attorney, all reasonable collection and legal fees are to be paid by Customer. Customer agrees that all disputes with ASC will be subject to jurisdiction and resolution in Houston, Harris County, Texas.
- 17. For strictly custom brokers business, ASC recommends Customer register for ACH direct program provided by the US department of homeland security: <a href="http://www.cbp.gov/xp/cgov/trade/automated\_systems/ach/signing\_up.xml">http://www.cbp.gov/xp/cgov/trade/automated\_automated\_systems/ach/signing\_up.xml</a>
- 18. If any one or more of the above terms becomes invalid or illegal in any respect, such term or terms shall be waived and the validity, legality and enforceability of the remaining terms shall not be affected.
- 19. This document, together with any attached documents and invoices, constitutes and expresses the entire agreement of the parties. In the case of conflict between this document and any other contract or document, the parties that understand that this agreement controls, unless stated otherwise by the parties.

parties.	s that understand that this agreen	ient controls, unless stated otherwise by the
Date	Signature (Signing Officer)	Name and Title (Signing Officer, Please Print)