



ROLLED STEEL PRODUCTS, INC.

PO Box 2864 Spokane, WA 99220-2864
Phone: (509) 535-8667 Fax: (509) 535-8682 Toll Free: (800) 238-4057



CONFIDENTIAL APPLICATION & AGREEMENT FOR CREDIT

The undersigned, for the purpose of obtaining commercial credit now and hereafter, herewith submit to **ROLLED STEEL PRODUCTS, INC.**, for their reliance thereon, the following representations which are complete, accurate and truthful. In the event of any substantial change in the following representations, the undersigned promises to immediately notify **ROLLED STEEL PRODUCTS, INC.**

Applicant/Business Legal Name: _____

Applicant/Business Trade Name (dba, aka): _____

Mailing Address (street/city/state/zip): _____

Physical Address (street/city/state/zip): _____

Phone Number: _____ Cell Number: _____ Fax Number: _____

Contact E-mail Address: _____

Date Business Established: _____ Federal I.D. No. _____ UBI No. _____

Reseller Permit Number(s): _____ (Please submit copies of valid permits.)
MT and OR buyers must provide proof of valid state identification or business license prior to sale for tax-exempt status.

State Contractor's License Number: _____ State: _____ Specialty General

Business Form: Sole Proprietor; LLC; Partnership; Corporation (State: _____)

PRINCIPALS OF FIRM (Owners, Partners or Officers)

Name Address/City/State/Zip Social Security No Title

Name Address/City/State/Zip Social Security No Title

Name Address/City/State/Zip Social Security No Title

BANK REFERENCES

Name Branch Address/City/State/Zip Phone

CREDIT REFERENCES

Name Address/City/State/Zip Phone

Name Address/City/State/Zip Phone

Name Address/City/State/Zip Phone

In consideration of ROLLED STEEL PRODUCTS, INC. extending credit to the undersigned applicant, the applicant agrees to pay for all items ordered at its request, or the request of an employee, in accordance with the terms as set forth on the reverse of this document. The undersigned authorizes the bank(s) and trade references above to release information regarding accounts to ROLLED STEEL PRODUCTS, INC. In addition, if ROLLED STEEL PRODUCTS, INC. commences litigation or employs attorneys in order to secure payment, the undersigned agrees to pay reasonable attorney fees and costs of collection, including those incurred in bankruptcy, in addition to all of the amounts due. At the option of ROLLED STEEL PRODUCTS, INC., jurisdiction shall be in Washington State, with venue in Spokane County. If arbitration is pursued, any ruling by the arbitrator, including a judgment in favor of Rolled Steel Products, Inc., is final.

Authorized Signature _____ Title _____ Date _____

(PLEASE NOTE SIGNATURES REQUIRED ON PAGE 2)

CREDIT APPLICATION, TERMS AND CONDITIONS (page 2)

1. **TERMS OF PAYMENT:** Sales are payable in U.S. Funds at the office of ROLLED STEEL PRODUCTS, INC. (RSP), Spokane, Washington, no later than the time the order is picked up at RSP. Special arrangements may be authorized by ROLLED STEEL PRODUCTS, INC. for payment at the time of delivery to the purchaser's designated site. If payment is not made as arranged, the material will NOT be delivered. Unless otherwise agreed, sales on APPROVED OPEN ACCOUNT are payable in U.S. Funds at the office of ROLLED STEEL PRODUCTS, INC., Spokane, Washington, no later than the 10th of the month following the month in which the transaction is invoiced. Balances not paid according to these terms will be considered delinquent and will be assessed a Late Charge of 1-1/2% per month, or the maximum allowed by applicable law, whichever is lower. Since we are a MATERIALS SUPPLIER, we do not accept retention or owner payment terms. If at any time the financial responsibility of the Purchaser is impaired, ROLLED STEEL PRODUCTS, INC. shall have the right to cancel orders, discontinue shipments, require payments in advance, and/or require other satisfactory security to guarantee that invoices will be paid promptly when due.
2. **OPENING AN ACCOUNT:** Accounts may be opened by submitting a fully completed and properly signed RSP CONFIDENTIAL APPLICATION AND AGREEMENT FOR CREDIT. Please **allow five (5) business days** from the receipt date of the application for approval of an **initial order on OPEN ACCOUNT** and establishment of a credit limit.
3. **RETURNS:** Custom cut steel panels may be returned, with prior approval, for scrap value less all freight charges. A 15% restocking charge will apply to all other returns. All items must be in original cartons and in prime condition.
4. **GENERAL WARRANTY:** ROLLED STEEL PRODUCTS, INC. (RSP) warrants that products sold are free from faulty material or workmanship. RSP warrants that its products will be produced to tolerances generally accepted within the industry. RSP's sole liability under such warranty is limited to the repair or replacement of products deemed to be defective by RSP. No product shall be returned to RSP for warranty replacement without specific written approval by RSP. Upon prompt notice (see "Claims" below) of non-conformity and confirmation that the products have been properly stored, installed, maintained and operated, RSP may elect to either repair or replace such products. The foregoing constitutes buyer's sole and exclusive remedy, whether in contract, tort or otherwise. There are NO implied warranties as to merchantability or fitness for purpose. In NO event shall RSP be liable for incidental or consequential damages NOR for any other loss or damage.
5. **CLAIMS:** Claims for shortages or damages must be filed within seven (7) days of delivery date if materials were left at the job site with no person signing for said materials. If a signature of acceptance for the materials was attained at the time of delivery, there is a three (3) day period to file claims. Any claims filed after these dates will be disallowed. No claims for water marking, staining and "White Rusting" of material will be honored by RSP.
6. **ORDER ACCEPTANCE:** Fulfillment of orders by RSP is contingent upon the availability of materials.
7. **CUSTOMER PURCHASE ORDERS:** Written or faxed customer purchase orders are encouraged to help in confirming the exact items and quantities ordered. Customer purchase orders will be accepted subject to RSP's Terms and Conditions regardless of what the purchaser's forms state.
8. **PRICING:** Prices are subject to change without notice. Orders will be invoiced at and are subject to payment at current prices and exact quantity shipped. Errors will be rebilled at the correct current price and quantity shipped. Prices specified do not include any taxes (excise, privilege, occupation, sales, use or other taxes payable on account), and all such taxes now in effect and/or hereafter levied which are applicable are in addition to such price and shall be paid by the PURCHASER.
9. **APPLICABLE LAW:** The sale of goods shall be governed by the laws of the State of Washington.
10. **ASSIGNMENT:** No assignment of rights or delegation of duties shall be binding upon RSP without written consent.

PERSONAL GUARANTEE

In consideration of **ROLLED STEEL PRODUCTS, INC.** extending credit to the applicant, the undersigned, does hereby personally, for himself/herself or his/her marital community, guarantee all charges, administrative charges, interest fees, and other costs, including but not limited to attorney's fees. This is a continuing guarantee and applies if applicant changes business name or business form. This guarantee must be revoked in writing.

(Signature of Guarantor)

(Printed Name of Guarantor)

(Date)

(Signature of Guarantor)

(Printed Name of Guarantor)

(Date)

PERSONAL CREDIT REPORTING CONSENT

For purposes of evaluating this application for credit, I grant permission to **ROLLED STEEL PRODUCTS, INC.** to obtain a personal credit report. I understand that the information will be used solely for the purposes herein described.

(Signature)

(Printed Name)

(Date)

(Signature)

(Printed Name)

(Date)