



# INDUSTRIAL METAL SUPPLY CO.

## APPLICATION FOR CREDIT

Sun Valley  
  Irvine  
  San Diego  
  Riverside  
  Phoenix

8300 San Fernando Road  
 Sun Valley, CA 91352  
 Ph: 818-729-3333 Fx: 818-729-3383

**Estimated yearly metal purchases: (Check one)**  
  Less than \$10,000  
  \$10k - \$20k  
  \$20k - \$50k  
  More than \$50k

BUSINESS NAME			DATE	
CONTACT NAME		E-MAIL		YEAR STARTED
STREET ADDRESS		CITY	STATE	ZIP
MAILING ADDRESS			PHONE #	
SALES TAX #			FAX #	

### Type of Business

**CORPORATION**  
  YES  
  NO  
 *If yes, please list:*

TITLE	NAME	ADDRESS	E-MAIL
President			
Vice President			
Secretary			
Treasurer			

**PARTNERSHIP**  
  YES  
  NO  
**PROPRIETORSHIP**  
  YES  
  NO  
*If yes, please list all the owners/partners. (If you are located in AZ, CA, or TX, list all the spouses of the partners.)*

*Name	E-MAIL	SOCIAL SECURITY #
HOME ADDRESS	PHONE #	
*Name	E-MAIL	SOCIAL SECURITY #
HOME ADDRESS	PHONE #	
*Name	E-MAIL	SOCIAL SECURITY #
HOME ADDRESS	PHONE #	

### Bank References

NAME	ACCT. #
ADDRESS	PHONE #
NAME	ACCT. #
ADDRESS	PHONE #

### Trade References

**Metal references preferred.**

NAME	PHONE #
ADDRESS	
NAME	PHONE #
ADDRESS	
NAME	PHONE #
ADDRESS	
NAME	PHONE #
ADDRESS	

FOR THE PURPOSE OF OBTAINING MERCHANDISE FROM THE SELLER ON CREDIT, THE ABOVE STATEMENT IN WRITING IS MADE, INTENDING THAT THE SELLER SHOULD RELY ON THE SAME AS CORRECT. BUYER FURTHER AGREES TO THE TERMS AND CONDITIONS AS SET FORTH HEREIN BELOW.

As consideration for the advancement of credit we the undersigned individually, jointly, and severally agree as follows:

1. To be bound by all the terms and conditions contained in this application. Seller may modify the terms and conditions of this application from time to time, upon mailing notice of such change to us at the address shown on the Sellers records. Such changes shall be effective for all transactions between the Seller and us after the date of the notice.
2. To pay the Seller, without discount, pursuant to the terms set forth by agreement between the Buyer and the Seller. In the event the Buyer does not pay the amount due, pursuant to the terms of agreement between the Buyer and Seller, Buyer agrees to pay a delinquent interest charge of 12 % per month pursuant to the laws of the State of California and the State of Arizona.
3. To immediately, upon receipt examine the product delivered by the Seller. Buyer agrees to advise Seller of any defective product within 10 days of receipt. Buyer also agrees to examine immediately upon receipt each and all of Sellers statements and advise Seller of any disputed transactions or statements within 10 days of receipt together with a written explanation of the reasons for such dispute. Failure to notify Seller of any dispute with respect to billing or of defective material will constitute a complete waiver of any and all such disputes.
4. Seller may at any time without notice, cancel all credit available to Buyer and refuse to make any further credit advances. In the event that Seller determines that information contained in the credit application is false or misleading, the Seller may without further notice cancel any orders in house or any deliveries in progress to the Buyer.
5. In the event of a) default on any payment when due, or b) death, bankruptcy, or insolvency of the Buyer, or c) attachment or levy against the buyer, or against the Buyers property, the Seller without notice shall be entitled to the entire amount of our obligation then due and such obligation shall become immediately due and payable.
6. To pay all costs and attorney's fees incurred by the Seller in relation to enforcement, interpretation, or construction of any obligation hereunder, whether or not suit is filed.
7. Any action brought pursuant to this agreement will be heard in a venue at the sole discretion of the Seller.
8. That the Seller may use this agreement with any bank or other financial institution for the purpose of obtaining all personal and business financial information of any kind or nature whatsoever in the name of us and / or entity.
9. By executing this Credit Application, the entity acknowledges that the officers or owners of the buyer have agreed that in the event a check is returned then the signatory and / or the officers of the corporation shall be responsible for payment of the principal sum plus costs of collection and attorneys fees.
10. In the event of any proposed Bulk Transfer of the Buyers assets, or the sale of the controlling interest in the stock of the Buyers corporation, the Buyer agrees to give not less than 30 days written notice to the seller.
11. Personal Guarantee: If the applicant herein is a corporation, then the approval of credit for the applicant is conditioned upon the personal guarantee of the principal shareholder thereof, and the undersigned, by executing this application, represents that he/she is the principal shareholder of the corporation, and does hereby expressly agree that payment of the said amount is guaranteed personally.

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Date

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Name and Title

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Printed Name and Title