

SLESNICK STRUCTURAL STEEL
PHONE 330-453-8475

927 WARNER RD SE CANTON,OH 44707
FAX 330-489-6678

APPLICATION FOR CREDIT

SECTION I: GENERAL INFORMATION

Business Legal Name

Billing Address

Street City State Zip Code

Shipping Address

Street City State Zip Code

Accounts Payable Contact Phone

Fax# E-mail Address

Tax Exempt Y N *If yes please attach copy of tax exemption certificate*

D/B/A Name Federal ID#

Type of Business Duns#

Date Established Credit Limit Requested

Has the firm or any of its Principals ever declared bankruptcy? Y/N

Section II: OWNERSHIP TYPE

Proprietorship Partnership Corporation Other

Principals: For Proprietors or Partners, List Principal Owners or Partners
For Corporations, List Principal Officers

Name Title SSN

Phone Number Address

Name Title SSN

Phone Number Address

Section III: FINANCIAL REFERENCE

Checking Savings Loan
Bank Name Address

Account # Phone #

Checking Savings Loan
Bank Name Address

Account # Phone #

SECTION IV: BUSINESS REFERENCE

Business Name & Address	Fax #
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Business Name & Address	Fax #
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Business Name & Address	Fax #
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SECTION V: CREDIT AGREEMENT (Signature is required by all applicants)

____CHECK HERE IF CASH, VISA/MASTERCARD SALES ARE ACCEPTABLE UNTIL CREDIT IS APPROVED
The undersigned Applicant (Company) acknowledges that all invoices from Slesnick Structural Steel Corp. or any of its affiliates ("SSSC") are due within the terms stated on the invoice. On balances that are 30 days past due, a finance charge of one and one-half percent per month will be assessed on a monthly basis. The undersigned Applicant (Company) will be responsible for all costs of collection including reasonable attorneys' fees in the event it breaches this agreement.

As an inducement to SSSC's grant of credit, the undersigned Applicant (Company) represents and warrants that the information submitted above is true and correct. The undersigned Applicant (Company) Authorizes SSSC to make inquiries that any credit reporting agency, bank, or trade reference in connection with any proposed extension of credit SSSC may, in its sole discretion and without any advance notice, cease the further extension of or reduce any credit. The undersigned acknowledges and agrees that SSSC shall not be required to give any reason for such cessation of or reduction in credit.

Signature _____ Title _____ Date _____

GUARANTOR

The undersigned as guarantor, individually, in order to induce Slesnick Structural Steel Corp., to extend credit to the above, hereby personally guarantees, absolutely and unconditionally, payment of all liabilities to Slesnick Structural Steel Corp.

Signature _____ Title _____ Date _____

SLESNICK STRUCTURAL STEEL INVOICE TERMS & CONDITIONS

1. SELLER REJECTS ANY AND ALL PREVIOUS OFFERS MADE BY BUYER. THE TERMS AND CONDITIONS HEREIN SHALL SUPERSEDE ANY PROVISIONS, TERMS, ANY CONDITIONS CONTAINED ON ANY CONFIRMATION ORDER, PURCHASE ORDER OR OTHER WRITING BUYER MAY GIVE, HAVE GIVEN, RECEIVE, OR HAVE RECEIVED, AND THE RIGHTS OF THE PARTIES SHALL BE GOVERNED EXCLUSIVELY BY THE PROVISIONS, TERMS, AND CONDITIONS HEREOF.
2. ALL MATTERS RELATED TO CONTRACT MEANING AND INTERPRETATION IS TO BE DECIDED BY SELLER.
3. SELLER OFFERS TO SELL TO BUYER THE GOODS DESCRIBED HEREIN AND EXPRESSLY LIMIT SELLER'S ACCEPTANCE TO THE TERMS OF THIS OFFER. THE SELLER'S INTENTION IS THAT ANY ACCEPTANCE OF ANY OFFER TO SELL THE GOODS DESCRIBED HEREIN IS EXPRESSLY MADE CONDITIONAL UPON ALL THE TERMS, CONDITIONS, AND UNDERSTANDINGS CONTAINED HEREIN, AND ANY ATTEMPT TO ALTER, OMIT, OR ADD TO SUCH TERMS, CONDITIONS, AND UNDERSTANDINGS SHALL BE DEEMED A REJECTION AND A COUNTER-OFFER.
4. SELLER SHALL BE EXCUSED FOR ANY FAILURE OR DELAY IN DELIVERY WHICH SHALL BE DUE TO STRIKES, ACCIDENTS, SHUTDOWNS, DELAYS OF CARRIERS, EMBARGOS, GOVERNMENTAL ORDERS AND RESTRICTIONS, FIRES, FLOODS, ACCIDENTS, WAR, LABOR DIFFICULTIES, SHORTAGE OF LABOR, FUEL, POWER, MATERIALS, OR SUPPLIES, TRANSPORTATION DELAYS OR ANY OTHER CAUSES BEYOND THE CONTROL OF SELLER.
5. SELLER WARRANTS THAT THE GOODS CONFORM TO THE DESCRIPTION ON THE PURCHASE CONTRACT. **THERE ARE NO OTHER WARRANTIES OF ANY KIND INCLUDING NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF USE, AND SELLER IS NOT RESPONSIBLE FOR DAMAGES OR HARM CAUSED BY THE GOODS PURCHASED HEREUNDER UNDER ANY THEORY OF LAW OR EQUITY, INCLUDING TORT, NEGLIGENCE, STRICT LIABILITY, AND PRODUCTS LIABILITY.**
6. SELLER WILL NOT BE RESPONSIBLE FOR AND EXPRESSLY EXCLUDES ANY LIABILITY FOR CONSEQUENTIAL DAMAGES OR EXTRACTIONAL DAMAGES OF ANY KIND. SHOULD ANY OF THE GOODS DESCRIBED HEREIN PROVE DEFECTIVE OR FAIL TO MEET THE WRITTEN SPECIFICATIONS ACCEPTED BY SELLER, BUYER SHALL NOT RETURN THE GOODS, BUT SHALL NOTIFY SELLER IMMEDIATELY IN WRITING, STATING FULL PARTICULARS IN SUPPORT OF ITS CLAIM, AND SELLER WILL EITHER REPLACE SUCH GOODS UPON RETURN OF THE DEFECTIVE OR UNSATISFACTORY MATERIAL OR ADJUST THE MATTER FAIRLY AND PROMPTLY.
7. BUYER ASSUMES ALL RISK OF USE AND HANDLING AND ACCEPTS THE PRODUCTS SOLD TO IT BY SELLER ON THE TERMS, CONDITIONS, AND UNDERSTANDINGS CONTAINED HEREIN. EXCEPT AS MAY BE OTHERWISE PROVIDED FOR IN THIS INVOICE, THE PRICE INCLUDES SHIPMENT OF ALL MATERIALS F.O.B. SELLER'S PREMISES.
8. ALL ORDERS OR CONTRACTS ARE ACCEPTED BY BUYER WITH THE UNDERSTANDING THAT THEY ARE SUBJECT TO SELLER'S ABILITY TO OBTAIN THE NECESSARY MATERIALS, AND ALL ORDERS OR CONTRACTS, AS WELL AS SHIPMENTS APPLICABLE THERETO, ARE SUBJECT TO SELLER'S CURRENT SCHEDULES AND GOVERNMENT REGULATIONS, ORDERS, DIRECTIVES, AND RESTRICTIONS THAT MAY BE IN EFFECT FROM TIME TO TIME.
9. SELLER SHALL HAVE THE RIGHT, IN ADDITION TO ALL OTHERS IT MAY POSSESS, AT ANY TIME, FOR CREDIT REASONS OR BECAUSE OF BUYER'S DEFAULT OR DEFAULTS, TO WITHHOLD SHIPMENTS, IN WHOLE OR IN PART, AND TO RECALL GOODS IN TRANSIT, RETAKE THE SAME, AND REPOSSESS ALL GOODS WHICH MAY BE STORED WITH SELLER FOR BUYER'S ACCOUNT, WITHOUT THE NECESSITY OF TAKING ANY OTHER PROCEEDINGS, AND BUYER CONSENTS THAT ALL MERCHANDISE SO RECALLED, RETAKEN, OR REPOSSESSED SHALL BECOME THE "SELLERS ABSOLUTE PROPERTY, PROVIDED THAT BUYER IS GIVEN FULL CREDIT THEREFORE. THE FOREGOING SHALL NOT BE CONSTRUED AS LIMITS, IN ANY MANNER, ANY OF THE RIGHTS OR REMEDIES AVAILABLE TO SELLER BECAUSE OF ANY DEFAULT OF BUYER UNDER LAW.
10. NO ASSIGNMENT OF THIS INVOICE SHALL BE MADE WITHOUT PRIOR WRITTEN CONSENT OF SELLER.
11. EXCEPT AS MAY BE OTHERWISE PROVIDED IN THIS INVOICE, THE CONTRACT PRICE INCLUDES ALL APPLICABLE FEDERAL, STATE, AND LOCAL TAXES IN EFFECT ON THE DATE OF THIS INVOICE. IN CASE OF NEW TAXES OR INCREASED RATES OR THE REPEAL OF TAXES OR THE REDUCTION OF RATES, THE CONTRACT PRICE SHALL BE ADJUSTED ACCORDINGLY.
12. ALL CLAIMS OF BUYER FOR MONIES DUE FROM SELLER SHALL BE SUBJECT TO DEDUCTION BY SELLER FOR ANY SET-OFF OR COUNTERCLAIM ARISING OUT OF THIS OR ANY OF SELLER'S INVOICES WITH BUYER, WHETHER SUCH SET-OFF OR COUNTERCLAIM AROSE BEFORE OR AFTER THE DATE OF THIS INVOICE.
13. THIS INVOICE SHALL BE A CONTRACT MADE IN THE STATE OF OHIO AND GOVERNED BY THE LAWS THEREOF. BUYER AGREES THAT THE COURT OF COMMON PLEAS OF STARK COUNTY, OHIO OR THE U.S. DISTRICT COURT FOR THE NORTHERN DISTRICT OF OHIO SHALL BE THE FORUM FOR ANY CAUSE OF ACTION FILED IN ANY COURT OF LAW OR EQUITY AND CONSENTS TO THE JURISDICTION OF SAID COURTS.

ACKNOWLEDGEMENT /ACCEPTANCE OF SLESNICK STRUCTURAL STEEL CORP
INVOICE TERMS AND CONDITIONS

Please sign and return with credit application

Agreed to and accepted this _____ day of _____ 20__ for and on behalf of

(PLEASE PRINT OR TYPE NAME OF COMPANY)

(SIGNATURE)

NAME _____
(PLEASE PRINT OR TYPE)

TITLE _____
(PLEASE PRINT OR TYPE)

IF THIS ACKNOWLEDGEMENT/ACCEPTANCE IS NOT RETURNED YOU WILL BE DEEMED TO HAVE
ACCEPTED THE CONTENTS OF THE ENCLOSED TERMS AND CONDITIONS.

CHARGE CARD AUTHORIZATION

IF YOU WOULD LIKE YOUR STATEMENT TO BE CHARGED TO VISA/MASTERCARD , PLEASE FILL OUT, SIGN & RETURN TO:

**SLESNICK STRUCTURAL STEEL
ATTN: CREDIT DEPARTMENT
927 WARNER RD. SE
CANTON, OH 44707**

OR FAX TO: 330-489-6678

_____ AUTHORIZE SLESNICK STRUCTURAL
(CARD HOLDERS NAME-PLEASE PRINT)

STEEL TO PAY MY: _____ MONTHLY STATEMENT (each month until written notice is received)

_____ ALL INVOICES OVER 60 DAYS

USING THE FOLLOWING CREDIT CARD:

(Name of Card)

(Card No.)

(Signature)

(Expiration date)

(Print name)

(Security code on back of card-3 digit)

(Date)