

DELTA STEEL, INC.
P.O. BOX 2289
HOUSTON, TEXAS 77252



HOUSTON DIVISION (713) 635-1200
7355 ROUNDHOUSE
HOUSTON, TX 77078
FAX # (713) 631-6907

SAN ANTONIO DIVISION (210) 661-4641
1840 ACKERMAN ROAD
SAN ANTONIO, TX 78219
FAX # (210) 661-5205

FORT WORTH DIVISION (817) 293-5015
9217 SOUTH FREEWAY
FORT WORTH, TX 76140
FAX # (817) 293-0310

REMIT TO:
P.O. BOX 849086, 5TH FLOOR
DALLAS, TEXAS 75284-9086

APPLICATION FOR CREDIT

SECTION I – PLEASE COMPLETE

Legal Name of Business: _____ DBA _____

Physical Location of Business: _____
(Use an extra sheet for additional locations) Address City State/County Zip

Billing Address of Business: _____
Address City State/County Zip

Phone:(_____) _____ Fax:(_____) _____ E-mail Address: _____

Taxable: Yes No **If no: Tax Exemption No.:** _____ Attach copy of Exemption Certificate
(Application will not be processed without this document)

Federal Tax ID#: _____

MATERIAL TEST REPORTS REQUIRED: WITH SHIPMENT WITH INVOICE

SECTION II

Former Business Name/DBA: _____

Check Legal Status: _____ Proprietorship _____ Partnership
_____ Corporation _____ Limited Liability Company

Is Company Publicly Traded: Yes No If yes, what is the Ticker Symbol: _____

List All Owners, Partners, or Corporate Officers (and titles): _____

State of Incorporation or Registration of Partnership: _____ Date Incorporated or Established: _____

Type of Business: _____ No. of Employees: _____ D&B No. _____

Accounts Payable Contact: _____ Phone: _____ Fax: _____

BANKING INFORMATION:

Bank Name: _____

Officer's Name: _____

Account No.: _____ Bank Phone No. _____

SECTION III

Trade References: (Please attach your list of steel references)

SECTION IV – PLEASE SIGN THE CREDIT AGREEMENT

The undersigned hereby makes this application for credit to **DELTA STEEL, INC.** (“Creditor”), and in making this application the undersigned agrees to be bound by all of the terms and conditions contained in this Credit Application, any documents referenced in this Credit application or any supplements. With respect to any sales on credit, the undersigned agrees that all amounts payable on or before the due date as shown as each invoice will be paid by the said due date, and if not paid on or before said date, are then to be deemed to be delinquent. As a result of the application or otherwise, should a credit availability be granted by Creditor, all decisions with respect to the extension or continuation of credit shall be in the sole discretion of Creditor and the undersigned shall be bound by these terms. Creditor may terminate any credit availability at any time within its sole discretion. If your application for business credit is denied or there is a denial of a request for an increase in business credit, you have the right to a written statement of the specific reasons for the denial. To obtain the statement, please contact Creditor at, P.O. Box 2289, Houston, Texas 77250, within 60 days from the date you are notified of our decision. We will send you a written statement of reasons for the denial within 30 days of receiving your request for the statement. Notice: The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, religion, color, national origin, sex, marital status, age, (provided that the applicant has the capacity to enter into a binding contract); because all or part of the applicant’s income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The Federal Agency that administers compliance with this law concerning this credit is the Federal Trade Commission, Division of Credit Practices, Sixth Pennsylvania Avenue, NW, Washington, DC 20580.

It is understood that Creditor may impose and charge a finance charge or delinquency charges which is the lower of one and one-half percent (1 ½%) per month or the highest rate allowed by law on any amount which becomes delinquent. Additionally, the undersigned agrees to be responsible for all internal and external collection costs and attorney’s fees in connection with any delinquent amount placed for collection by the Creditor.

The undersigned and any guarantors acknowledge and agree that any credit to be extended by Creditor to the undersigned is business debt. **This agreement does not contain a personal guarantee.**

The undersigned agrees to pay for all purchases of goods and/or services according to the terms of Creditor which may be listed on invoices or otherwise. On request, the undersigned agrees that the continued solvency of the undersigned is a precondition to any sale made by Creditor. No terms or conditions of purchase orders different from the terms of Creditor will become part of any sales agreement, purchase order, or other document unless specifically approved in writing by Creditor. No items will be accepted for return without prior approval, and all returns are subject to a restocking charge. All payments may be applied as against open charges in the discretion of Creditor. In the event that from time to time Creditor may owe credits, refunds, reserves or other monies to the undersigned, such indebtedness shall be deemed to be created from this Agreement and Creditor shall have the right of recoupment of such credits or refunds within its sole discretion. The undersigned agrees to provide Creditor a statement representing that the undersigned is and remains solvent. The undersigned acknowledges and agrees that Creditor may utilize outside credit reporting services to obtain information on the undersigned. In the event that the undersigned is/are individual (s), the signing of this Agreement shall constitute authorization under the Fair Credit Reporting Act to Creditor to utilize consumer credit reporting agencies to provide reports on said individual (s) in order to permit Creditor to appropriately evaluate the extension of any business credit. Additionally, should any individual (s) guaranty the debt of the undersigned, said individual (s) shall be provided with a copy of this Credit Application, and upon the signing of said guaranty, shall consent to Creditor’s use of consumer credit reporting agencies’ reports to assist in the evaluation of the credit of said guarantor (s). The laws of the State of Texas shall be applicable to all actions arising under any agreement between the undersigned and Creditor. All accounts shall be due and payable in Houston, Harris County, Texas. In the event of litigation, venue shall be in Houston, Harris County, Texas.

The parties hereto knowingly and intentionally waive the right to a jury trial on any issue or dispute that may arise between them.

Attached to this Credit Application is the most recent financial statement of the undersigned. As a condition of the continued extension of credit, the undersigned agrees to provide to Creditor updated financial information on request, and to timely provide an annual financial statement to Creditor. The undersigned agrees to provide Creditor with an updated credit application on request as a condition for the continued extension of credit.

THE PERSONS SIGNING THIS APPLICATION CERTIFY THAT ALL OF THE INFORMATION CONTAINED IN THIS APPLICATION AND ANY ATTACHMENT OR AMENDMENT IS TRUE, CORRECT AND COMPLETE TO THE BEST OF THEIR INFORMATION, KNOWLEDGE AND BELIEF.

NAME OF ENTITY

OWNER/PARTNER/PRESIDENT OR AUTHORIZED PARTY

PRINT NAME/TITLE OF ABOVE

SIGNATURE/DATE

NAME OF CREDITOR
DELTA STEEL, INC.

BY: _____

PRINT NAME/TITLE OF ABOVE

These commodities are controlled for export by the United States Government under the Export Administration Regulations. Diversion contrary to U.S. Law is prohibited. Purchaser is responsible to comply with these regulations if the items are to be exported from the United States or re-exported from a foreign country.