



CREDIT FAX: (561) 533-9760 • EMAIL: creditapp@easternmetal.com

Please specify the EMS location nearest you (check one box below):

FLORIDA NORTH CAROLINA TEXAS MISSOURI DELAWARE ALABAMA OHIO ARKANSAS

We hereby apply for the extension of credit by your firm and submit the following information as a basis for your consideration of our application. You are hereby authorized to investigate this information pertaining to our credit and financial responsibility.

Firm's Legal Name: _____

Operating or Trade Name: _____ Fed. Tax I.D.: _____

Billing Address: _____ City: _____

State: _____ Zip: _____ Phone: _____ Fax: _____

Cell Phone #: _____ E-Mail address: _____

Principal Owner's Social Security #: _____ D.O.B. _____ DL # _____

Principal Owner's Home Address: _____

Type of Business: _____ Date Started: _____

Corporation _____ Partnership _____ Individual _____ LLC _____

PLEASE ATTACH SALES TAX CERTIFICATE

Estimated Annual Sales: _____ Credit Limit Requested _____

IMPORTANT: We do not mail invoices please provide email address or fax number where invoice should be sent. Email address: _____ or fax# _____

Trade References (please list a minimum of three, only those on open account, no credit cards)

| <u>Name</u> | <u>City & State</u> | <u>Phone & Fax</u> | <u>Account #</u> |
|-------------|-------------------------|------------------------|------------------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

Bank Reference

Name: _____ Phone: _____ Fax: _____

Street Address: _____ City: _____

Zip: _____ Account #: _____ Officer: _____

APPLICANT'S SIGNATURE ATTESTS TO FINANCIAL RESPONSIBILITY, ABILITY AND WILLINGNESS TO PAY OUR INVOICES IN ACCORDANCE WITH OUR TERMS OF NET 30 FROM INVOICE DATE. Should it be necessary to place this account for collection, I/we agree to pay all collection costs and attorney fees. I/we also agree that if part payments are made or no payments are made on the account within the terms specified that you have the right to assess and I/we agree to pay a "finance charge" computed by applying a periodic monthly rate of 1 ½ % to the past due balance. This is an annual percentage rate of 18%. Further, the undersigned hereby submits itself to the jurisdiction of the courts of Florida/North Carolina/Texas/Missouri/Delaware/Alabama/Ohio/Arkansas in connection with any claims by Eastern Metal Supply regarding payment of indebtedness, and agrees that venue shall be in the county where Eastern Metal Supply has its principal place of business. I/WE hereby waive(s) the right to trial by jury. Further, I/WE agree(s) that a facsimile copy agreement with facsimile signatures may be treated as an original and will be admissible as evidence in a court of law.

Authorized Signature: _____ Title: _____

Print Name: _____ Date: _____

Witness: _____

CREDIT RELEASE (PLEASE FILL OUT & SIGN BELOW)

To Creditors and Banks:

Date: _____

I hereby authorize my bank and trade references to release information to Eastern Metal Supply for the purpose of establishing a line of credit.

By _____

Company _____

* Please include a copy of your "Resale Tax Certificate"

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PERSONAL GUARANTY

This guaranty is given by the undersigned to Eastern Metal Supply, in order to induce and extend credit to, sell goods to, or otherwise become the creditor of, the below named sole proprietorship, partnership, or corporation. I hereby guarantee to Eastern Metal Supply, the prompt payment, in accordance with the terms of credit, of every claim of Eastern Metal Supply, including claims relating to goods sold, open accounts and accounts stated, against the below named sole proprietorship, partnership or corporation. This is a continuing guaranty and shall remain in force until revoked with the written consent of Eastern Metal Supply. This obligation shall cover the renewal of any claims guaranteed by those affected by any surrender or release by Eastern Metal Supply of any security held by it for any claim hereby guaranteed.

The undersigned additionally guarantees the payment of interest at maximum lawful rate on all monies outstanding to Eastern Metal Supply, by the below named sole proprietorship, partnership, or corporation together with costs and reasonable attorney's fees whether suit be brought or not and any attorneys' fee on appeal, which Eastern Metal Supply may incur in the collection of any claims. Further, the undersigned hereby submits himself (herself) to the jurisdiction of the Courts of Florida / North Carolina / Texas / Missouri / Delaware / Alabama / Ohio / Arkansas in the event suit is brought in connection with any claims by Eastern Metal Supply regarding this guaranty of payment, and agrees that venue shall be in the county where Eastern Metal Supply has its principle place of business. It is understood and agreed by the undersigned that this personal guaranty shall remain in full force and effect regardless of whether the below named corporation, partnership, or sole proprietorship files bankruptcy, becomes insolvent, or is otherwise dissolved.

The undersigned personal guarantor, recognizing that his or her individual credit history may be a necessary factor in the evaluation of this personal guaranty, hereby consents to and authorizes the use of a consumer credit report on the undersigned, by the above named business credit grantor, from time to time as may be needed, in the credit evaluation process.

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PLEASE FILL OUT & SIGN BELOW

THE GUARANTOR SIGNATURE(S) BELOW MUST BE DATED AND WITNESSED.

In witness whereof, I/We have signed, sealed and delivered this guaranty for the purposes set forth above on the _____ day of _____, 20_____.

Name of Business Account Individual is Guaranteeing: _____

Guarantor (Husband) PRINT NAME

Witness to Guarantor

Guarantor (Husband) SIGNATURE

Guarantor (Wife) PRINT NAME

Witness to Guarantor

Guarantor (Wife) SIGNATURE