

<Company Information>

- Company Legal Name: _____
- DBA (Doing Business As): _____
- Form of Business (Circle One): Corporation, Individual Proprietorship, Partnership, LLC
- If Corporation, State of Incorporation _____, Year _____
- Bill to Address: _____
- Physical Address: _____
- Phone Number: _____ Fax Number: _____
- Purchasing Contact: _____ A/P Contact: _____
- Year of Business Established: _____ Number of Employees: _____
- Type of Business: _____
- Tax ID or S.S. #: _____ DUNS No.: _____
- Seller Permit No. _____ Estimated Annual Sales: _____
- Required Monthly Credit Line: _____ Purchase Order Required? _____

<Owners or Officers>

- Name of Owner: _____ Phone Number: _____
- Home Address: _____

<Trade Reference>

Company	Credit Manager	Phone & Fax	Address

<Bank Reference>

- Checking Account# _____ Savings Account#: _____
- Bank Name & City: _____ Bank Officer Name: _____
- Bank Officer Phone #: _____ Bank Officer Fax #: _____

All statements made herein are true and accurate to the best of knowledge. **We authorize California Metal & Supply Inc. to contact our bank and the above companies to make any and all inquiries necessary for action on this credit application.** We hereby indemnify the above company and its agent, from any liability resulting from their credit survey.

AGREEMENT, TERMS AND CONDITIONS

1. California Metal & Supply, Inc. shall hereinafter be referred to as "California Metal & Supply", and the application shall be referred to as "Customer". The customer desires to purchase goods and services from California Metal & Supply and Customer agrees in consideration thereof to be bound by the terms and conditions stated in this agreement.
2. Credit will be extended by California Metal & Supply to Customer based on the information provided in this application; California Metal & Supply is authorized to check applicant's credit background. Customer agrees to pay any and all invoices, charges, fees and cost which Customer or any authorized person incurs, on customer account. Unless Customer notifies California Metal & Supply in writing within five (5) days of any unauthorized use of Customer's credit, Customer agrees that any other person who incurs charges on Customer's account is authorized to do so.
3. Customer agrees to notify California Metal & Supply, in writing, of any error in any invoice within (10) days after the date of that invoice. If not so noticed, the invoice shall be deemed to be correct, and accepted as rendered. All sums owing California Metal & Supply by Customer shall be paid in accordance with the terms and conditions expressed on any written quotation signed by California Metal & Supply and Customer, or California Metal & Supply invoice. In the absence of such express terms and conditions, California Metal & Supply's terms will be Net 30 days. Whether or not expressed in said quotation or invoice, all sums past due shall bear an interest charge at the rate of one and one-half percent (1.5%) per month.
4. If California Metal & Supply is not paid on time, in accordance with California Metal & Supply terms, Customer shall pay for all cost and expense incurred by California Metal & Supply in connection with California Metal & Supply's attempts to obtain payment, including fees charged by collection agency or attorney, and any other charges which can be legally charged to Customer. Customer agrees that for and in consideration of California Metal & Supply's extension of credit, this agreement is to be construed under the laws of the State of California, and that if legal action is brought to enforce this agreement, that Los Angeles County, California shall be exclusive jurisdiction and legal venue for said action. If California Metal & Supply refers this agreement to an attorney for enforcement, including collection of amounts which are past due, Customer agrees to pay California Metal & Supply's actual attorneys' fees and cost incurred thereby, whether or not formal proceedings are brought to remedy Customer's breach of this agreement.
5. Customer agrees that any financial documents provided California Metal & Supply are true and correct, and will provide California Metal & Supply such documents, from time to time upon request. Customer represents to California Metal & Supply that it is solvent as of the date of this agreement, and that any Financial Statements attached accurately reflects the present financial condition of Customer as of the date of this agreement.
6. Upon California Metal & Supply acceptance, this agreement embodies the entire agreement of the parties. No promise, representation or agreement made prior to or subsequent to the to the execution and delivery hereof, be either hereto, and no revocation, partial or otherwise, or change, amended, addition, alteration, or modification shall be valid unless the same be in writing signed by all the parties hereto, or by their duly authorized agents. **THE UNDERSIGNED CERTIFIES THAT THE INFORMATION FURNISHED IN THIS APPLICATION IS TRUE AND CORRECT, AND THAT THE UNDERSIGEND HAS READ AND AGREED TO ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT NOTED ON THE**

Date: _____ Company Name: _____

Signature: _____ Title: _____

CONTINUING PERSONAL GUARANTY

In consideration of the extension of credit to Customer by California Metal & Supply, and as an inducement to California Metal & Supply to continue to extend credit to said Customer, the undersigned (hereinafter "Guarantors") jointly and severally, unconditionally guaranty the payment of any and all sums of money as are now, or at any time hereafter may be owing to California Metal & Supply by said Customer, as a result of California Metal & Supply's extension of credit, including attorneys' fees and cost which may be incurred by California Metal & Supply to enforce this Guaranty and / or to enforce its claims against customer. Guarantors agree to hold California Metal & Supply harmless from any loss, damage, and expense caused or arising out of default on the part of Customer. California Metal & Supply may proceed against Guarantors without being required to first proceed against the Customer and California Metal & Supply may proceed against any one of the Guarantors without waiving its rights to proceed against any of the remaining Guarantors. Guarantors waive the notice of the following: extension of the time or modification of terms, settlements or resolutions of disputes, modification of credit line, default of Customer. This is intended to be and is a Continuing Guaranty and shall not be revoked except by written notice to California Metal & Supply not to make any further sales and deliveries on the security of this Guaranty and until the expiration of (5) days after such notice shall have been received by California Metal & Supply by certified mail, return receipt requested. Any such revocation shall be effective only with respect to merchandise shipped or delivered after the expiration of said five (5) day period, and shall not affect, in any respect, liability incurred by Guarantors prior to that time.

Personal Guarantor Name: _____, Date: _____

Signature: _____ Social Security Number: _____

Residential Address: _____