



# Credit Account Application

Date:

FAILURE TO COMPLETE ALL ITEMS, PARTICULARLY FULL NAMES AND ADDRESSES, MAY RESULT IN A DELAY OF PROCESSING THE FILE.  
PLEASE BE ASSURED THAT ALL INFORMATION WILL BE HELD IN STRICT CONFIDENCE.

*When complete, please print, sign all pages where requested and fax to (909) 350-5788, Attn: Credit Department*

Will you be purchasing from us for resale?  No  Yes *If Yes, please complete Resale Certificate Card on Page 4.*

### LEGAL NAME AND BILLING ADDRESS

Name:

Mailing Address:

Street Address:

City:

State:  Zip Code:

Phone:

Fax:

Type of Business:

Legal Ownership:  Corporation  LLC  Partnership  Proprietorship

### SHIP-TO NAME AND ADDRESS

Name:

Street Address:

City:

State:  Zip Code:

Person to Contact:

Year Business Started:  Duns Number:

### PARENT COMPANY:

Name:

Address:

City:

State:  Zip Code:

Relationship:  Division  Subsidiary

Will they guarantee?  Yes  No

### PRINCIPALS:

Name	<input type="text"/>	Title	<input type="text"/>
Name	<input type="text"/>	Title	<input type="text"/>
Name	<input type="text"/>	Title	<input type="text"/>

### BANK REFERENCE:

Bank Name:  Phone:

Officer:  Fax:

Account Numbers:

### TRADE REFERENCES (Steel Companies Preferred):

Name	<input type="text"/>	City/State	<input type="text"/>	Phone	<input type="text"/>	Fax	<input type="text"/>
Name	<input type="text"/>	City/State	<input type="text"/>	Phone	<input type="text"/>	Fax	<input type="text"/>
Name	<input type="text"/>	City/State	<input type="text"/>	Phone	<input type="text"/>	Fax	<input type="text"/>

I HERBY AUTHORIZE THE ABOVE LISTED BANK AND TRADE REFERENCES TO PROVIDE CALIFORNIA STEEL INDUSTRIES, INC. WITH THE REQUESTED CREDIT INFORMATION TO ASSIST IN ESTABLISHING AND MAINTAINING CREDIT.

Authorized Signature: \_\_\_\_\_

Name (Please Print)  Title

For the purpose of procuring and establishing credit from time to time with CALIFORNIA STEEL INDUSTRIES, INC., the undersigned applicant(s) for credit, collectively referred to as "CUSTOMER" jointly and severally agree(s) to be bound by the terms and conditions hereinafter set forth, which are incorporated by reference herein. Furthermore, the applicant(s) for credit represents and warrants that the information set forth in this credit application is true and accurate. The undersigned applicant(s) for credit authorize CALIFORNIA STEEL INDUSTRIES, INC. to contact for further information any and all trade, bank and other references.

TERMS AND CONDITIONS

1. Customer agrees to pay all costs and attorney fees incurred in collection of all past due invoices and accounts.
2. Should any Customer checks be returned by their bank for the reason of insufficient funds, Customer agrees to pay twenty-five dollars (\$25.00) for each check returned to CALIFORNIA STEEL INDUSTRIES, INC. as a handling charge.
3. CALIFORNIA STEEL INDUSTRIES, INC. reserves the right at any time to revoke any credit extended to Customer because of Customer's failure to pay for goods when due or for any other reason deemed good and sufficient by CALIFORNIA STEEL INDUSTRIES, INC.
4. Customer represents and warrants that the information presented by the Customer in this application is true and correct. CALIFORNIA STEEL INDUSTRIES, INC. is authorized to contact all references contained in this application who are hereby authorized by the customer to release any information to it relating to Customer's credit worthiness.
5. All prices stated are subject to adjustment to CALIFORNIA STEEL INDUSTRIES, INC. schedule of prices in effect at the time of each shipment.
6. Prices stated do not include sales, excise, or other taxes payable on account of each transaction, and all taxes now in effect and/or hereafter levied, which are applicable to each transaction, are in addition to such prices, and shall be paid by CUSTOMER.
7. All orders and contracts are subject to approval by CALIFORNIA STEEL INDUSTRIES, INC. Credit Department and CALIFORNIA STEEL INDUSTRIES, INC. General Sales Office.
8. CALIFORNIA STEEL INDUSTRIES, INC. may, at any time in it's sole discretion require payment in advance or satisfactory security or a guarantee that invoices will be promptly paid when due. If CUSTOMER fails to comply with any terms of payment, CALIFORNIA STEEL INDUSTRIES, INC. reserves the right to withhold further deliveries or terminate the agreement of sale, without notice, and any unpaid amount shall thereupon become due.
9. CUSTOMER shall make payment based upon the date of CALIFORNIA STEEL INDUSTRIES, INC. invoice.
10. In consideration of forbearances to bring immediate legal action on past due invoices or accounts, CUSTOMER agrees to pay interest on said invoice(s) or accounts at the greater of fifteen percent (15%) per annum or five percent (5%) plus the Federal Reserve advance rate (specifically, the rate established by the Federal Reserve Bank of San Francisco on advances to member banks under Section 13 and 13a of the Federal Reserve Act) on the 25<sup>th</sup> day of the month preceding the date the applicable invoice(s) or accounts became past due.
11. The laws of the State of California shall govern the validity, interpretation and enforcement hereof.

The above mentioned terms and conditions and any successor terms and conditions which are incorporated by reference herein are particularly set forth on each CALIFORNIA STEEL INDUSTRIES, INC. order acknowledgment. A copy of the Conditions of Sale are included in this packet. In the event of any conflict between this credit application and the terms and conditions set forth in any applicable CALIFORNIA STEEL INDUSTRIES, INC. order acknowledgment, the terms set forth by the order acknowledgment shall prevail.

The undersigned has read this Credit Application and agrees to be bound by its statements, terms and conditions stated herein. The undersigned represents and warrants that he is duly authorized to sign this credit application on behalf of the CUSTOMER.

Company:

Signature: \_\_\_\_\_

Title:

Name:

Date:

**CALIFORNIA STEEL INDUSTRIES, INC.**  
**CONDITIONS OF SALE**

In the event Buyer's purchase order states terms additional to or different from these Conditions of Sale, then Seller's acknowledgment in accordance with the terms hereof shall be deemed a notification of objection to such additional and/or different terms, or in the event such purchase order expressly limits acceptance to its terms then Seller's acknowledgment in accordance with the terms hereof shall be deemed a rejection of Buyer's offer to purchase, and in either event Seller's acknowledgment shall constitute an offer to sell which may be accepted only in accordance with its terms and without modification, addition or alteration. The failure to offer to sell which may be accepted only in accordance with its terms and without modification, addition or alteration. **The failure of Buyer to deliver notification of objection to these Conditions of Sale within a reasonable time shall be deemed in acceptance thereof and a contract shall be formed only upon such Conditions of Sale.**

**A. PRICE**

1. The prices stated herein are subject to adjustment to the Seller's schedule of prices in effect at the time of each shipment. In certain instances the sales price to Buyer reflects an allowance to meet competition. Any such allowance is based on the Buyer's warranty that the product will be shipped to the destination shown on Seller's invoice.
2. Prices specified do not include sales, excise, or other taxes payable on account of this transaction, and all taxes now in effect and/or hereafter levied, which are applicable to this transaction, are in addition to such prices, and shall be paid by Buyer.
3. All orders and contracts are subject to approval of Seller's Credit Department and Seller's General Sales Office.
4. Seller may, at any time require payment in advance or satisfactory security or guarantee that invoices will be promptly paid when due. If Buyer fails to comply with any terms of payment, Seller reserves the right to withhold further deliveries or terminate the agreement of sale, without notice, and any unpaid amount shall thereupon become due.
5. Purchaser shall make payment based upon the date of Seller's invoice. All payments shall be made at par in Fontana, California, Exchange. In computing allowable cash discounts, freight charges and/or taxes shall be excluded.
6. If payment is not made according to the terms stated herein, interest will be charged on any overdue portion at the highest rate permitted by law. Buyer's payments on overdue invoices shall be applied first against accrued interest. Buyer agrees to pay all of Seller's costs of collection hereunder, including reasonable attorney's fees.

**B. MANUFACTURING; WARRANTY**

- Seller expressly warrants title and that all products will be manufactured to American Iron and Steel Institute Standard Specifications, and allowable variations, or to such other specifications as may be specified or agreed upon in writing by Seller. **Except for such express warranties, Seller makes no warranty of any kind whatsoever, expressed or implied, and all warranties of whatever kind, are hereby disclaimed by Seller and excluded.**
- Seller assumes no liability for any failure of Buyer's specifications to meet Buyer's requirements.**
3. All products are subjected to Seller's regular mill inspection and analysis. Any additional inspection or analysis required by Buyer must be specified at the time the order is placed and shall be made only with the Seller's written consent and prior to shipment from Seller's mill. If not so made, Buyer waives claim to failure of the product to meet such additional inspection or analysis. Any expense of such additional inspection or analysis shall be paid by Buyer.

**C. DELIVERY AND SHIPMENT**

1. All risk of loss, damage and all incidents of title and ownership shall pass to Buyer upon delivery on board railroad cars or trucks at Seller's mill, irrespective of whether delivery is to be made at a point other than Seller's mill. In order to secure Buyer's performance until payment in full is received, Seller retains; (I) the right at any time to identify the products to the contract; (II) the rights to divert or stop in transit; (III) the right to resell; and (IV) a "purchase money security interest," as defined in Cal. Commercial Code §9107, in the products described herein and the proceeds or products thereof, information concerning said security interest may be obtained from Seller at "P.O. Box 5080, Fontana, California, Attention: Credit Manager."
2. In the event the face of this order reflects that material is to be shipped to Seller's bailee, all risk of loss, damage and all incidents of title and ownership shall pass to Buyer upon delivery by bailee on board railroad cars or trucks, provided that Seller retains all those rights and interests enumerated in C1 hereof. Property taxes, storage charges, and all expenses incurred by Seller incident to such bailment shall be for the account of Buyer.
3. Shipping dates for special products shall be computed from the date of Seller's receipt of the necessary specifications and not from the date of receipt of the order.
4. To avoid congestion and delays in loading, the mode of transportation and routing of shipments originating at Seller's mill shall be selected by Seller.
5. Except where otherwise mutually agreed between Seller and Buyer, weights of shipment shall be determined by reference to carrier's receipt for such shipment at the mill.
6. In the case of all products, a reasonable charge will be made for storage and risk of loss shall pass to Buyer, if Buyer fails to furnish delivery instructions within 15 days after receipt by Buyer of a notice that Seller is ready to ship such products. Any switching charges, demurrage, private spur rental, unloading, lumping or other incidental charges at destination shall be for the account of and shall be paid by the Buyer.
7. If indicated on the face hereof that the products are for Export, the same shall be exported by Buyer, and any resale or shipment of same shall be confined to foreign destinations. Failure on the part of Buyer at any time to comply with this provision will subject all contracts between Buyer and Seller to cancellation at Seller's option. Seller may require copy of export declaration and ocean bill of lading as evidence of compliance.

**D. GENERAL LIABILITY**

In no event shall Seller be liable for failure or delay in performance or delivery when such failure or delay results from or in connection with strikes, boycotts or other labor troubles of any kind; Seller's participation at the request or urging of any government or governmental corporation, agency or bureau in any plan, policy or program of general public interest respecting priorities, allocations, limitations or other restraints which affect manufacture or delivery hereunder, or any other cause or occurrence beyond Seller's control, including, but not limited to, riots, insurrections, revolution, wars (declared or undeclared), acts of the public enemy, fires, inclement weather, floods, windstorms, tornadoes, cyclones, tidal waves, lightening, earthquakes, or other acts of God, explosions, sabotage, landslides, embargoes, quarantine restrictions, damage, destruction or breakdowns of any kind of Seller's equipment or facilities necessary for performance hereunder arising from any cause whatsoever, delays or failures of usual sources of supply including without limitation semi-finished steel regularly purchased for processing by Seller, equipment, shortage of labor, fuel or other materials; any present or future laws, orders, regulations, directives or policies enacted, adopted, instituted or sponsored by any government or governmental corporation, agency or bureau affecting mandatory restrictions, limitations, priorities, allotments, allocations, prorations or substitutions which delay, restrict or prevent performance hereunder; or any other cause or occurrence beyond Seller's control delaying, restricting or preventing Seller's performance hereunder, whether or not like or similar to the causes or occurrence specifically enumerated above.

**E. CLAIMS**

1. Seller is furnished basic products at standard prices and is not insuring Buyer against possible consequences of error, omission or neglect in production or delivery. Except for breach of the express warranties specified in B1 above, Seller shall not, under any circumstances, be liable on account of any imperfection, deviation from specifications or standard tolerances, or other defect impairing the quality, value, or suitability for any purpose, of any product sold hereunder, whether caused by Seller's negligence or otherwise. In no event shall Seller be liable for consequential, special, or contingent damages, or any other claim or demand whatsoever, except to the extent of the purchase prices of the product, the refund of which shall be Buyer's sole and exclusive remedy hereunder. Buyer assumes all risk of loss, damage or delay incident to the furnishing of any product pursuant to this acknowledgment, or the utilization thereof, except to the extent expressly above provided.
2. Buyer shall fully specify all claimed defects or nonconformity by written notice to Seller promptly after Buyer's receipt of the products, and Buyer shall give Seller an opportunity to investigate. Products claimed to be defective shall not be returned without Seller's written consent.

**F. MISCELLANEOUS CONDITIONS**

1. The Waiver by Seller of any term, provision or condition herein stated shall not be construed to be a waiver of any other term, condition or provision hereof, nor shall such waiver be deemed a waiver of a subsequent breach of the same term, condition, or provision, nor shall it be deemed a waiver of any conditions in any subsequent order.
2. Buyer may not cancel or modify any order or request the privilege of making any changes in specification except in writing and with the express consent of Seller and subject to such conditions as will save Seller harmless from any loss by reason thereof. This acknowledgment constitutes the sole and entire agreement between Buyer and Seller and none of the terms and conditions contained herein may be added to, deleted, modified or altered except by a written instrument signed by Seller. There are no oral understandings, representations or agreements relative to this acknowledgment which are not fully expressed herein.
3. All drawbacks of duties paid on materials entering into the manufacture of products shall accrue to Seller, and Buyer agrees to furnish Seller all documents necessary to obtain payment of such drawbacks and to cooperate with Seller in obtaining such payment.
4. The laws of the State of California shall govern the validity interpretation and enforcement hereof.

**PLEASE NOTE**

If this order is subject to the Renegotiation Act of 1951, please furnish us with the Government contract number, Government contracting agency, and the name of the prime contractor. This is necessary to prepare Government reports.

Company

Signature: \_\_\_\_\_

Date

# SALES AND USE TAX RESALE CERTIFICATE

Name of Purchaser:   
Mailing Address:   
Street Address:   
City   
State  Zip Code:

I HEREBY CERTIFY: That I hold valid seller's permit No.

or direct pay permit No.

issued pursuant to the Sales and Use Tax Law of The State of

that I am engaged in the business of selling:

That the tangible personal property described herein which I shall purchase from: California Steel Industries Inc. will be resold by me in the form of tangible personal property; provided, however, that in the event any of such property is used for any purpose other than retention, demonstration, or display while holding it for sale in the regular course of business, it is understood that I am required by Sales and Use Tax Law to report and pay tax, measured by the purchase price of such property.

Description of property to be purchased: STEEL PRODUCTS

Date:

Printed Name of Purchaser or Authorized Agent and Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Phone: