

BROWN STRAUSS, INC. CONFIDENTIAL CREDIT APPLICATION

DENVER

2495 Uravan Street
Aurora, CO 80011
800-677-2778

SALT LAKE

800 South Chestnut Street
Salt Lake City, UT 84104
800-748-4849

PHOENIX

3727 West Lower Buckeye Road
Phoenix, AZ 85009
800-678-2778

LONGVIEW

150 Panel Way
Longview, WA 98632
800-780-7607

KANSAS CITY

802 Kindleberger Road
Kansas City, KS 66115
800-274-0359

HOUSTON

2050 FM 1405 Bldg B
Baytown, TX 77523
877-350-5682

FONTANA

14970 Jurupa Ave.
Fontana, CA 92337
800-678-2778

MENOMONIE

5610 Eagle Pont Rd
Menomonie, WI 54751
800-677-2778

SPOKANE

2823 S Craig Rd
Airway Heights, WA 99001
800-780-9607

STOCKTON

4315 E Mariposa Rd.
Stockton, CA 95215
800-678-2778

We at Brown Strauss, Inc. ("Brown Strauss Steel") appreciate the opportunity of serving you by opening an account for extension of commercial credit. We outline below the information we ask you to supply in order that we may consider your request. However, we retain the right to grant or deny credit at our sole discretion. This confidential credit application (the "Agreement") constitutes a binding agreement between Applicant and Brown Strauss Steel from and after the earliest of the time that Brown Strauss Steel agrees to extend credit, accepts order(s) from, or delivers any products to or on behalf of Applicant.

The following information is required as a basis for opening commercial credit with Brown Strauss Steel. Any purchases on the account will be solely for commercial use in the below-named business. If this credit application is granted it shall be the legal agreement setting forth the contract terms and conditions. Any alteration of this credit application will result in a rejection of the credit application.

Applicant/Legal Name: _____

Trade Name If Different Than Above: _____

Physical Address: _____

City: _____ State: _____ Zip-Code: _____ County: _____

Billing/Mailing Address: _____

Street Address: _____

City: _____ State: _____ Zip-Code: _____ County: _____

Business Phone: _____ Mobile: _____ Years in Business: _____

Business Type: (Check One Box) Corporation Partnership Sole Proprietorship LLC/LLP

Website: _____

E-mail: _____

Billing contact: _____

Billing E-mail: _____

(for statements and invoices)

Incorporated under State Laws of: _____

Tax Exempt yes no (if yes include copy of signed tax exempt form) Federal ID# _____

Owner or Stockholders Information:

Name	Address	City & Zip-Code	Phone



REFERENCES: List at least three major suppliers you purchase from on open account and the bank utilized by your business which can each be verified.

ALL FIELDS REQUIRED

1. **CREDITOR:** _____ Phone: _____
Address: _____
City: _____ State: _____ A/P Email: _____
Zip-Code _____

2. **CREDITOR:** _____ Phone: _____
Address: _____
City: _____ State: _____ A/P Email: _____
Zip-Code _____

3. **CREDITOR:** _____ Phone: _____
Address: _____
City: _____ State: _____ A/P Email: _____
Zip-Code _____

4. **BANK:** _____ Phone: _____
Address: _____
City: _____ State: _____ Zip-Code _____

Name on Account: _____



CREDIT TERMS: Applicant understands and agrees to pay no later than 30 days after invoice date. These payment terms and all other terms of this Agreement apply even if the amount of a purchase exceeds any approved credit limit. In the event the account is not paid according to the stated terms, Applicant agrees to pay a FINANCE CHARGE (interest) of 1/2% per month on the principal balance, or the highest rate permitted by law, whichever is less, until paid in full. If the account remains unpaid more than 30 days after invoice due date, and is placed for collection with any third party (e.g., collection agency or attorney) Applicant agrees to pay actual collection charges incurred plus reasonable attorney fees in at least the amount of 25% of the outstanding balance when placed with an attorney. Applicant MUST notify Brown Strauss Steel, of dispute within twenty five (25) days of the invoice date; if not, any dispute will be considered waived and cannot be used to reduce or eliminate any outstanding invoice(s).

CREDIT CHECK: Applicant grants Brown Strauss Steel permission to check the business credit report regarding Applicant at time of this Agreement or later in connection with extension or continuation of the credit under this Agreement.

CONTROLLING TERMS, LAW, VENUE AND JURSDICTION, WAIVER OF JURY TRIAL: The laws of the State of Kansas shall govern all terms of this Agreement. Applicant hereby consents to jurisdiction and venue in Adams County, Colorado, or the United States District Court for the District of Colorado. All parties hereto expressly waive trial by jury in any litigation related to or arising out of this agreement or credit extended to applicant and unpaid amounts owed by Applicant following execution of this Agreement. Applicant agrees that the terms of this Agreement shall control, except upon written modification signed by both parties or unless otherwise specifically provided herein.

APPLICANT AGREES TO, AND INCOPORATES INTO THIS AGREEMENT BY THIS REFERENCE AS IF FULLY SET FORTH HEREIN, THOSE TERMS AND CONDITIONS OF SALE CONTAINED IN BROWN STRAUSS STEEL'S STANDARD INVOICE(S).

RETURN/REFUND/CANCELLATION: Applicant recognizes and acknowledges that any order placed with Brown Strauss Steel is subject to and governed by the Brown Strauss Steel terms of sale.

Applicant and the individual signing on behalf of Applicant jointly and severally warrant and represent, that the person signing for Applicant constitutes an authorized representative of Applicant, and has been duly authorized and approved by Applicant to sign this Agreement, and bind Applicant to all terms and conditions contained herein. Applicant understands, agrees, and incorporates herein any signed Continuing Personal Guaranty executed in connection with this Agreement, whether signed contemporaneously with this Agreement or at some later date, and any such guaranty shall be considered a part of this Agreement.

By signing this application below the undersigned acknowledge(s) that they have read and understand all statements contained in this Agreement, that all information provided above is true, accurate, and correct.

Signature required by a corporate officer, member agent, or owner ONLY.

SIGNATURE: _____ TITLE: _____ DATE: _____

PRINT NAME: _____



CONTINUING PERSONAL GUARANTY

In consideration of Brown Strauss, Inc. ("Creditor"), selling merchandise to _____ ("Applicant"), _____ ("Guarantor" or "Guarantors"), hereby guarantee(s) to Creditor the payment of such sums of money as may at any time hereafter become due and owing to Creditor from Applicant. If more than one Guarantor signs below, the guarantee of each Guarantor shall be joint and several. Guarantor(s) agree(s) that this Continuing Personal Guaranty shall remain in full force and effect and shall cover all sums of money due and owing to Creditor on account of all sales to Applicant.

Guarantor(s) hereby unconditionally and irrevocably waive(s) any and all guaranty/suretyship defenses, including without limitation diligence, presentment, and/or demand on the Applicant for payment or otherwise, and any right to require Creditor to proceed against Applicant or any other person, or to proceed against or exhaust any security held by Creditor at any time, or to pursue any other remedy in Creditor's power before proceeding against Guarantor(s). Guarantor(s) further waive(s) its/his/her/their rights of protest, notice, subrogation, reimbursement, indemnification, and contribution, and any and all other rights and defenses that are or may become available to Guarantor(s), including without limitation any and all defenses which may arise due to Creditor's election of remedies as against Applicant, or any delay in proceeding against Applicant. Guarantor(s) further waives its/his/her/their equitable defenses, including without limitation laches, unclean hands, and/or unjust enrichment. In the event that any Guarantor is married, and the Guarantor does not have sufficient individual assets or individual creditworthiness in the sole discretion of Creditor, then and in that event only, such Guarantor's spouse must also sign this Continuing Personal Guaranty. In the event no spouse's signature appears on this Continuing Personal Guaranty, Creditor will rely upon the same as an affirmative representation by Guarantor that Guarantor is not married, or that Creditor has been provided sufficient information from Guarantor, on which Creditor has relied, to conclude that Guarantor has sufficient individual assets or individual creditworthiness.

Guarantor(s) hereby adopt, confirm, ratify, and agree to all the terms, conditions, information, and any other matter(s) contained in the confidential credit application by Applicant to Creditor above, or as may later be executed or exchanged between Applicant and Creditor.

Guarantor(s) hereby consent(s) to Creditor, and its agents or attorneys, use of consumer credit report on the undersigned in order to further evaluate the credit worthiness of the undersigned as guarantor(s) in connection with the extension of business credit as contemplated by this Continuing Personal Guaranty. The undersigned hereby authorize(s) Creditor, and its agents or attorneys, to utilize a consumer credit report on the undersigned from time to time in connection with extension, continuation or collection of the business credit represented by this credit application. The undersigned as (an) individual(s) hereby knowingly consent to the use of such credit report consistent with the Federal Fair Credit Reporting Act as contained in 15 U.S.C. §1681 et seq.

SIGNATURE: _____

Do Not Include titles

SIGNATURE: _____

Do Not Include titles

PRINT NAME: _____

PRINT NAME: _____

DATE OF BIRTH: _____

DATE OF BIRTH: _____

SSN: _____

SSN: _____

DATE: _____

DATE: _____