



MODIFIED 10-30-2018

Credit Use Only:

Customer #: _____

GERDAU FEDERAL ID #: 38-1872178

MILL CREDIT APPLICATION / NEW CUSTOMER IDENTIFICATION

NAME _____ DATE _____
 STREET _____ CITY _____ STATE _____ ZIP _____
 MAILING ADDRESS _____ PHONE _____
 AP CONTACT _____ FAX _____
 AP EMAIL ADDRESS _____ STATEMENTS REQUIRED Y N

PARENT COMPANY NAME /LOCATION _____

CORPORATION	<input type="checkbox"/>	STATE INCORPORATED IN _____	BUSINESS START DATE _____
PARTNERSHIP	<input type="checkbox"/>	TYPE OF BUSINESS _____	
PROPRIETORSHIP	<input type="checkbox"/>	FEDERAL TAX ID# _____	D&B# _____

OWNER, PARTNERS OR CORPORATE OFFICERS

	<u>NAME</u>	<u>%OF OWNERSHIP</u>	<u>TITLE</u>	<u>ADDRESS</u>
1.	_____			
2.	_____			
3.	_____			

STOCK ACCOUNTS - PLEASE PROVIDE SERVICE CENTERS & MILL REFERENCE

♦ PROVIDING VENDORS **FAX NUMBERS** WILL EXPEDITE PROCESSING

♦ SOME REFERENCES REQUIRE **ACCOUNT NUMBERS** TO BE PROVIDED - PLEASE PROVIDE

NAME _____ PHONE _____ FAX _____
 ACCOUNT NO: _____ CITY & STATE _____
 NAME _____ PHONE _____ FAX _____
 ACCOUNT NO: _____ CITY & STATE _____
 NAME _____ PHONE _____ FAX _____
 ACCOUNT NO: _____ CITY & STATE _____
 NAME _____ PHONE _____ FAX _____
 ACCOUNT NO: _____ CITY & STATE _____



BANK REFERENCES

LENDING BANK _____
ADDRESS _____
ACCT NO: _____ OFFICER _____
TELEPHONE _____ FAX _____

DISBURSEMENT BANK _____
ADDRESS _____
ACCT NO: _____ OFFICER _____
TELEPHONE _____ FAX _____

INVENTORY / RECEIVABLES FINANCED BY: _____

**PLEASE FURNISH A COPY OF YOUR LATEST AVAILABLE
BALANCE SHEET / PROFIT – LOSS STATEMENT**

- ◆ SHOULD BUYER FAIL TO PAY AS AGREED, SHOW EVIDENCE OF CHANGED OR UNSOUND FINANCIAL CONDITION THE SELLER MAY AT ANYTIME DECLINE TO MAKE ANY SHIPMENTS, OR DELIVERY. SELLER RESERVES THE RIGHT TO APPLY SERVICES CHARGES TO PAST DUE BALANCES UP TO THE LEGAL MAXIMUM.
- ◆ IN THE EVENT SELLER REFERS THIS ACCOUNT TO AN ATTORNEY TO ENFORCE ITS RIGHTS, THEN BUYER SHALL PAY ALL EXPENSES THEREOF, INCLUDING ATTORNEY'S FEES, COLLECTION FEE'S, INTEREST AT MAXIMUM RATE.
- ◆ IN THE EVENT SELLER MAY OWE CREDITS, REFUNDS, AND PAYMENTS TO THE APPLICANT, SELLER, AT ITS DISCRETION SHALL HAVE THE RIGHT TO RECOUPMENT TO THOSE CREDITS, REFUNDS, AND PAYMENTS.
- ◆ AS A CONDITION OF THE CONTINUED EXTENSION OF CREDIT BY THE SELLER, THE APPLICANT AGREES TO PROVIDE SELLER WITH AN UPDATED CREDIT APPLICATION ON REQUEST AND APPLICANT AGREES AT SELLERS REQUEST TO PROVIDE UPDATED FINANCIAL INFORMATION, OR ANNUAL FINANCIAL STATEMENT TO THE SELLER.
- ◆ NO TERM OR CONDITION CONTAINED IN ANY PURCHASE ORDER, OFFER, WRITING OR OTHER COMMUNICATION TO THE SELLER SHALL BE VALID AND BINDING UPON THE SELLER UNLESS SPECIFICALLY SET FORTH BY THE SELLER IN AN INDIVIDUALIZED ACKNOWLEDGEMENT OR IS IDENTICAL TO THE WRITTEN TERMS AND CONDITIONS OF SALE SET FORTH BY THE SELLER.
- ◆ IN THE EVENT THIS APPLICATION IS MADE BY A SOLE PROPRIETORSHIP OR A PARTNERSHIP THE SIGNING OF THIS APPLICATION GIVES THE SELLER AUTHORIZATION TO EVALUATE THE APPLICANTS PERSONAL FINANCES SUCH AS BANK AND FINANCIAL STATEMENTS.
- ◆ ALL OF THE INFOMRATION CONTAINED IN THIS APPLICATION AND ALL OTHER DOCUMENTS ARE CURRENT, COMPLETE AND TRUE TO THE BEST OF THEIR KNOWLEDGE AND BELIEF AND THAT THE SELLER CAN RELY ON THIS INFOMRATION.
- ◆ ALL OF THE INFORMATION CONTAINED HEREIN AND FINANCIAL INFORMATION PROVIDED HERE OR UNDER SEPARATE COVER ARE TRUE AND CORRECT AND ARE RELIED UPON BY GERDAU AMERISTEEL COPRATION FOR EVALUATING CREDIT WORTHINESS. ANY MATERIAL AND RELEVANT CHANGES TO THIS INFORMATION OR FINANCIAL POSITION WILL BE PROVIDED TO GERDAU AMERISTEEL CORPORATION AT ANY TIME THE CHANGES OCCUR.

OFFICER'S SIGNATURE _____
TITLE _____
DATE _____

SUPPLIER / BANK RELEASE

I hereby authorize our references and bank to release any information necessary to assist in extending credit to Applicant.

OFFICER'S SIGNATURE _____
TITLE _____
DATE _____

NOTICE: The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age, (provided that the applicant has the capacity to enter into a binding contract); because all or a 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 and Pennsylvania Avenues, N.W., Washington, D.C., 20580



PURCHASER'S BLANKET RESALE AND EXEMPTION CERTIFICATE

FOR THE STATE OF: _____

PURCHASER: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

This is to certify that all the tangible personal property purchased after _____ from Gerdau AmeriSteel US, Inc. is or was purchase for the following purpose.

- Resale as tangible personal property
- To be incorporated as a material or part of the other tangible personal property to be produced for sale or be manufacturing, assembling, processing or refining.

This certificate is to continue in force until revoked by written notice to the supplier and the Controller.

CERTIFICATE OF REGISTRATION #: _____

DATE: _____

BY: _____

TITLE: _____

TERMS AND CONDITIONS OF SALE

All sales by GerdaU Corporation, and its affiliates and subsidiaries (collectively “GerdaU”) are made subject to the following terms and conditions. GerdaU expressly rejects any different or additional terms or conditions contained in any documents submitted by Buyer. GerdaU’s acceptance of any purchase order and/or sale of any goods is to expressly made conditional on Buyer’s assent to these terms and conditions.

1. Except as otherwise agreed in a writing signed by Buyer and GerdaU constitute the entire agreement between GerdaU and Buyer relating to the sale of such goods by GerdaU. Terms or conditions contained in any document issued by Buyer that in any manner purport to alter, modify, change, suspend, or add to any term or condition contained herein shall be deemed excluded from such Buyer document and waived by Buyer. GerdaU and Buyer expressly agree that GerdaU may modify these terms and conditions from time to time, and such modifications shall be binding upon Buyer.

2. All Buyer orders are based on prices in effect at the time of shipment. GerdaU reserves the right to change prices without notice. Buyer cannot modify, cancel, or otherwise alter orders without GerdaU’s written consent.

3. Unless otherwise indicated, all deliveries are FOB loaded GerdaU’s shipping facility. Unless otherwise indicated, shipments are based on piece counts and theoretical weight. Risk of loss or damage in transit shall be borne by Buyer, and claims shall be made directly with carrier. Buyer may pick up the goods at GerdaU’s shipping facility provided Buyer provides GerdaU with twenty-four (24) hours advance notice. Buyer shall indemnify and hold harmless GerdaU from and against any claims, damages or liabilities suffered by GerdaU resulting from any acts or omissions of carrier.

4. GerdaU establishes minimum order quantities specific to each GerdaU mill and product. Standard lengths for merchant and structural products are 20 and 40 feet. Standard lengths for rebar are 20, 30, 40, and 60 feet. GerdaU reserves the right to ship any special length or grade item after it has been ready for shipment for thirty (30) days or more.

5. Delivery dates are approximate. GerdaU shall not be responsible for non-shipment of goods or delays in delivery or performance due to causes beyond its reasonable control, including, but not limited to, acts of God; acts of Buyer, strikes or other labor disturbances; GerdaU’s inability to obtain, or material increased in the cost of, fuel, raw materials or parts; delays in transportation; repairs to equipment; fires; or accidents. Acceptance of goods upon delivery shall constitute a waiver by Buyer of any claim for damages on account of non-shipment or delay.

6. Subject to standard manufacturing variations, GerdaU warrants that the goods furnished meet applicable specifications. GERDAU MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY EXCLUDES ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7. No claim for damages for goods that do not conform to specifications will be allowed unless GerdaU is given immediate notice after delivery of goods to the first destination to which they are shipped and allowed an opportunity to inspect them. Goods for which damages are claimed shall not be returned, repaired, or discarded without GerdaU’s written consent. BUYER’S EXCLUSIVE REMEDY AGAINST GERDAU, AND GERDAU’S SOLE OBLIGATION, FOR ANY AND ALL CLAIMS, WHETHER FOR BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, SHALL BE LIMITED TO GERDAU’S REPLACING GOODS THAT DO NOT CONFORM TO SPECIFICATIONS OR, AT GERDAU’S OPTION, REFUNDING THE PURCHASE PRICE. IN NO EVENT SHALL GERDAU HAVE ANY LIABILITY FOR DAMAGES IN AN AMOUNT EXCEEDING THE PURCHASE PRICE OF THE GOODS SOLD HEREUNDER, NOR SHALL GERDAU HAVE ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

8. If, in GerdaU’s opinion, Buyer’s credit becomes impaired, GerdaU may suspend performance until such time as GerdaU has received full payment for any goods already delivered or in process and is satisfied (in its sole discretion) as to Buyer’s credit for future deliveries. If GerdaU suspends performance and later proceeds with such order, GerdaU shall be entitled to such extension of time for performance as its necessitated by the suspension.

9. All taxes of any kind levied by any federal, state, municipal or other governmental authority, which tax GerdaU is required to collect or pay with respect to the production, sale or shipment of goods sold to Buyer shall be the responsibility of Buyer. Buyer agrees to pay all such taxes and further agrees to reimburse GerdaU for any such payments made by GerdaU.

10. Checks or payment, whether full or partial, received from or for the account of Buyer, regardless of writings, legends, or notations upon such checks or payments, or regardless of other writings, statements, or documents, shall be applied, by GerdaU against any amount owing by Buyer with full reservation of all of GerdaU’s rights, without an accord and satisfaction of Buyer’s liability.

11. Unless otherwise indicated, payment terms ½ 10 net 30 days from date of invoice. In the event Buyer fails to make payment to GerdaU of any amounts due and owing to GerdaU, GerdaU shall have the right to terminate any Buyer order or any unfulfilled portion thereof, and GerdaU or any affiliate thereof may terminate any other agreement between GerdaU or such affiliate and Buyer. GerdaU may charge interest on the outstanding balance at an annual rate of 12% or the highest rate allowed by law (whichever is less). GerdaU shall have the right to employ an attorney to collect the balance due, and Buyer agrees to pay all collection costs incurred by GerdaU, including its reasonable attorney’s fees.

12. This agreement shall be governed by the laws of the state of which GerdaU’s shipping facility is located. Buyer, acting for itself and its successors and assigns, hereby expressly and irrevocably consents to the exclusive jurisdiction of the state and federal courts of that state for any litigation which may arise out of or be related to this agreement. Buyer waives any objection based on *form non conveniens* or any objection to venue of any such action.

13. GerdaU reserves the right to enforce these terms and conditions at any time and none shall be deemed waived unless such waiver is in writing signed by a duly authorized employee of GerdaU. All right and remedies granted herein are in addition to all remedies available at law or in equity.