



11337 Williamson Rd.
Cincinnati, OH 45241
513/396-6600
800/541-4430
Fax 513/396-6079

BILL R. GUY
President

November 10, 2015

On behalf of American Metal Supply we welcome your application for trade credit. We look forward to a long, mutually beneficial relationship with your firm.

To establish an open account, please complete our application and sign our credit agreement. The agreement establishes some general terms and also serves as your acknowledgement to contact your references for credit information. If the requested information is already prepared on your letterhead, ***please take a moment to complete our questions concerning delivery address, receiving, and state sales tax. If state sales tax exempt, please fax your General Sales Tax Exemption Certificate.***

Our standard terms are ½ percent 10, net 30 days. Please remit all payments to:

AMERICAN METAL SUPPLY CO.
PO BOX 421233
MIDDLETOWN, OH 45042-1233

Our invoice will be mailed within two business days of delivery. Please pay from our invoice. Returns must be approved in advance by the Sales Department.

Our Credit Department contact person is Bonnie Merz. If you require any special handling requirements, please contact her at (513) 396-6600. If you have any questions or problems with your account she will be happy to assist you. For your convenience we accept Visa, Master Card, Discover and American Express.

Once again, we welcome you to our family of customers. Thank you for providing us the opportunity to serve you!

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 PH 513.396.6600
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Application for Trade Credit

Applicant				Billing			
<hr/>							
dba/fka.							
<hr/>							
Phone				Phone			
<hr/>							
Fax				Fax			
<hr/>							
Addr1:				Addr1			
<hr/>							
Addr2				Addr2			
<hr/>							
City		ST	Zip	City		ST	Zip
<hr/>							
Nature of Business				Ship To			
Fed TIN#							
State /yr		Incorporated State of ____ Yr ____			City		ST
__ C-Corp; __ S-Corp; __ LLC; __ Partn __ Sole				DELIVERY INSTRUCTIONS			
State Tax : Resale # _____ or __ Exempt				Any Restrictions _____ Height/Weight			
Contacts Buyer: Receiving: & Ph #				Mon - Fri Earliest Time _____ am/pm Latest Time _____ am/pm No Deliveries fr _____ am/pm to _____ am/pm			
Officers/ Owners				Facility: __ Guarded __ Gated __ 24/7 __ 24/5 Loading Dock Y/N, Covered Y/N Heated _____ Y/N Forklift Y/N Lift Capacity _____ Crane Y/N Lift Capacity _____			
<hr/>							
References:	NAME:	ADDRESS:	PHONE:	FAX:			
Bank							
Trade							
Trade							
Trade							

**APPLICATION AND AGREEMENT FOR TRADE CREDIT
("AGREEMENT")
With AMERICAN METAL SUPPLY CO.
and AMERICAN METAL SUPPLY CO. – KENTUCKY**

Applicant: _____ Contact Person: _____
Entity: _____ Corp; ___ LLC; ___ Partn; _____ Sole Phone: _____
Address: _____ Fax: _____
_____ E-Mail: _____
_____ Account No.: _____

The Applicant hereby requests American Metal Supply Co. and/or American Metal Supply Co. - Kentucky (collectively, the "Company") to grant credit or assume a credit risk, from time to time, in connection with Company's sale and delivery of goods to Applicant. In consideration of such credit, the Applicant agrees to the following:

- (1) Applicant hereby authorizes Company to obtain credit and financial information concerning Applicant at any time and from any source. Upon Company's request at any time, Applicant will provide Company with credit references and copies of Applicant's financial statements.
- (2) All Company invoices are due upon receipt or on the due date specified on the invoice; provided, that all amounts owed by Applicant to Company shall mature and become due and payable immediately, without notice or demand, upon the liquidation, receivership, insolvency, bankruptcy, assignment for benefit of creditors, or reorganization of or similar proceeding affecting Applicant.
- (3) Applicant shall pay Company interest on the unpaid balance of any invoice not paid by its due date at the rate of two percent (2%) per month. Applicant shall reimburse Company for all costs and expenses, including reasonable attorney's fees, incurred by Company in collecting the unpaid balance of any invoice not paid by its due date.
- (4) All Company invoices shall be paid in full by Applicant without deduction or set-off. Applicant shall not be entitled to return conforming goods without prior written authorization from Company.
- (5) The Company shall have the right, in its discretion, to terminate this Agreement and the extension of credit at any time and to demand payment in full of the invoice price prior to shipment or delivery of additional goods to Applicant.

The undersigned hereby represents and warrants that he/she is duly authorized to sign and deliver this Agreement on behalf of Applicant; and that all credit and financial information concerning Applicant and provided or to be provided to Company in connection with this Agreement is and shall be correct and complete. This Agreement, and all rights and obligations hereunder, shall be governed by the laws of the State of Ohio, without regard to principles of conflicts of law.

APPLICANT: _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

For use by AMS OH Cincinnati Office

Individual Personal Guaranty (“Guaranty”)
APPLICATION AND AGREEMENT FOR TRADE CREDIT

In order to induce Company (American Metal Supply Co. and or American Metal Supply KY) to extend and to continue to extend credit to Applicant, the undersigned (individually, or if more than one collectively, the “Guarantor”) hereby jointly, severally, and unconditionally, guarantees and promises to pay to Company when due, or upon demand thereafter, the full amount of all existing and future obligations or indebtedness due from Applicant to Company in connection with the sale and delivery of goods (the “Guaranteed Obligations”), plus (i) all interest accrued on the Guaranteed Obligations, and (ii) all fees, charges, costs and expenses, including reasonable attorneys fees incurred by Company in collecting the Guaranteed Obligations or in enforcing or attempting to enforce this Guaranty.

This is a continuing guaranty, and shall terminate only on the Company’s receipt of written notice from the undersigned revoking this Guaranty; provided, that the termination of this Guaranty shall not affect or limit any Guarantor’s liability hereunder for (i) Guaranteed Obligations arising on or before the date of such termination, or (ii) extensions or renewals thereof, accrued interest thereon, or fees, charges, costs, and expenses, including reasonable attorney’s fees, incurred in collecting such Guaranteed Obligations, on or after the date of such termination.

This is a guaranty of payment and not of collection. The obligation of Guarantor under this Guaranty will not be released, discharged, affected, modified or impaired by any event, including without limitation (i) the compromise, settlement, release, discharge or termination of any or all of the obligations of Applicant to Company by operation of law or otherwise, except as may result from the full and prompt performance and payment of the Guaranteed Obligations, plus accrued interest and the costs of collection, (ii) the extension of time for payment, waiver, modification or amendment of any obligation of Applicant to Company, or (iii) the voluntary or involuntary liquidation, dissolution, receivership, insolvency, bankruptcy, assignment for benefit of creditors, or reorganization of or similar proceeding affecting Applicant or any Co-Guarantor.

Guarantor waives (i) notice of orders, sales and deliveries to Applicant and of the amounts and terms thereof, and of all defaults and disputes with Applicant and of the settlement or adjustment of such defaults or disputes, (ii) any claim of set-off or counterclaim of Applicant, or loss of contribution from any Co-Guarantor, or any other defense, and (iii) all presentments, demands for performance, notices of non-performance, protests, notices of protest and dishonor, and notices of acceptance of and reliance on this Guaranty. This Guaranty, and all rights and obligations hereunder, shall be governed by the laws of the State of Ohio, without regard to principles of conflicts of law.

GUARANTOR: _____	CO-GUARANTOR: _____
SIGNATURE: _____	SIGNATURE: _____
PRINT NAME: _____	PRINT NAME: _____
ADDRESS: _____	ADDRESS: _____
DATE: _____	DATE: _____

Applicant Guarantor a Resident of Ohio or Indiana

Individual Personal Guaranty (“Guaranty”)
APPLICATION AND AGREEMENT FOR TRADE CREDIT

In order to induce American Metal Supply Co. and American Metal Supply Co - Kentucky (collectively the “Company”) to extend and to continue to extend credit to Applicant, the undersigned (individually, or if more than one collectively, the “Guarantor”) hereby jointly, severally, and unconditionally, guarantees and promises to pay to Company when due, or upon demand thereafter, the full amount of all existing and future obligations or indebtedness due from Applicant to Company in connection with the sale and delivery of goods; provided, that the maximum aggregate liability of the Guarantor hereunder for such obligations or indebtedness shall not exceed \$ _____ (the “Guaranteed Obligations”), plus (i) all interest accrued on the Guaranteed Obligations, and (ii) all fees, charges, costs and expenses, including reasonable attorneys fees incurred by Company in collecting the Guaranteed Obligations or in enforcing or attempting to enforce this Guaranty.

This is a continuing guaranty, and shall terminate only on the earlier of the fifth anniversary of the date of signature below, or the Company’s receipt of written notice from the undersigned revoking this Guaranty; provided, that the termination of this Guaranty shall not affect or limit any Guarantor’s liability hereunder for (i) Guaranteed Obligations arising on or before the date of such termination, or (ii) extensions or renewals thereof, accrued interest thereon, or fees, charges, costs, and expenses, including reasonable attorney’s fees, incurred in collecting such Guaranteed Obligations, on or after the date of such termination.

This is a guaranty of payment and not of collection. The obligation of Guarantor under this Guaranty will not be released, discharged, affected, modified or impaired by any event, including without limitation (i) the compromise, settlement, release, discharge or termination of any or all of the obligations of Applicant to Company by operation of law or otherwise, except as may result from the full and prompt performance and payment of the Guaranteed Obligations, plus accrued interest and the costs of collection, (ii) the extension of time for payment, waiver, modification or amendment of any obligation of Applicant to Company, or (iii) the voluntary or involuntary liquidation, dissolution, receivership, insolvency, bankruptcy, assignment for benefit of creditors, or reorganization of or similar proceeding affecting Applicant or any Co-Guarantor.

Guarantor waives (i) notice of orders, sales and deliveries to Applicant and of the amounts and terms thereof, and of all defaults and disputes with Applicant and of the settlement or adjustment of such defaults or disputes, (ii) any claim of set-off or counterclaim of Applicant, or loss of contribution from any Co-Guarantor, or any other defense, and (iii) all presentments, demands for performance, notices of non-performance, protests, notices of protest and dishonor, and notices of acceptance of and reliance on this Guaranty. This Guaranty, and all rights and obligations hereunder, shall be governed by the laws of the Commonwealth of Kentucky, without regard to principles of conflicts of law.

GUARANTOR: _____

CO-GUARANTOR: _____

SIGNATURE: _____

SIGNATURE: _____

PRINT NAME: _____

PRINT NAME: _____

ADDRESS: _____

ADDRESS: _____

DATE: _____

DATE: _____

Applicant Guarantor a Resident of Kentucky