

# CMC Structural Confidential Credit Application



APPLICANT ("You"/"Your") \_\_\_\_\_

STREET ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE/PROV. \_\_\_\_\_ COUNTRY \_\_\_\_\_ ZIP CODE \_\_\_\_\_

MAILING ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE/PROV. \_\_\_\_\_ COUNTRY \_\_\_\_\_ ZIP CODE \_\_\_\_\_

TELEPHONE \_\_\_\_\_ FAX \_\_\_\_\_ E-MAIL \_\_\_\_\_

A/P CONTACT \_\_\_\_\_ PHONE \_\_\_\_\_ FAX \_\_\_\_\_ E-MAIL \_\_\_\_\_

NATURE OF BUSINESS \_\_\_\_\_ NO. YEARS IN BUSINESS \_\_\_\_\_

FEDERAL I.D. NO. (Corporation) \_\_\_\_\_ OR SOCIAL SECURITY NO. (Sole Proprietor) \_\_\_\_\_

PARENT CO. \_\_\_\_\_  DIVISION or  SUBSIDIARY (check one)

**ATTACH ALL APPLICABLE SALES TAX EXEMPTION CERTIFICATES**

TRADE REFERENCES (please list principal suppliers or fax your standard references) D&B# \_\_\_\_\_

NAME \_\_\_\_\_ PHONE \_\_\_\_\_ FAX \_\_\_\_\_

NAME \_\_\_\_\_ PHONE \_\_\_\_\_ FAX \_\_\_\_\_

NAME \_\_\_\_\_ PHONE \_\_\_\_\_ FAX \_\_\_\_\_

NAME \_\_\_\_\_ PHONE \_\_\_\_\_ FAX \_\_\_\_\_

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 creditor is the Federal Trade Commission, Division of Credit Practices, Sixth and Pennsylvania Avenues, N.W., Washington, D.C. 20580.

If CMC Structural denies your Application or your request for an increase in credit, you have the right to a written statement of the specific reasons for the denial. To obtain such a statement, please request one from the Credit Department, CMC Structural, PO Box 71, Greenville, SC 29687, Telephone (864) 322-2110, within 60 days from the date you were notified of the denial, and CMC Steel Group Credit Department, Seguin, TX, will send the statement to you within 30 days of receiving your request.

You represent that the information contained in this Application, including any additional financial information that you have furnished in connection with this Application, is true, accurate, and complete, to the best of your knowledge and belief. In addition, you agree that CMC Structural may retain this Application, whether or not CMC Structural approves it.

You authorize CMC Structural to contact, as CMC Structural thinks advisable: (1) all trade and/or credit references and banks and other financial institutions listed above, or otherwise; (2) credit reporting agencies; and/or (3) any other sources, to verify the information contained in this Application or to obtain answers about your credit experience and financial condition. You further authorize such trade and/or credit references, banks, financial institutions, credit reporting agencies, and/or other sources to disclose any and all information in their possession to CMC Structural.

**CREDIT TERMS AND POLICY FOR CREDIT SALES**

If your Application is approved, you agree to the following: Credit Terms – ½% 10 Days, Net 30. If any amounts are not paid when due, you agree to pay CMC Structural the unpaid past due amount with INTEREST thereon at the rate of 1.5% per month, or the maximum rate allowed by law, whichever is less, together with recoverable reasonable attorneys' fees, court costs and other collection expenses. Policy for Credit Sales – You agree to pay for all charges in connection with the purchase of goods and/or services from CMC Structural according to CMC Structural's terms and conditions, which may be contained in CMC Structural's proposals, invoices or otherwise, and further agree that no terms or conditions of purchase orders or any other documents prepared by or for you that contain additional or different terms or conditions will become a part of any agreement between you and CMC Structural unless specifically approved in writing by CMC Structural. Your payments may be applied, at the sole discretion of CMC Structural. You further agree that the laws of the State of Texas will apply to all actions arising under this Application and any other agreement between you and CMC Structural, and that you're above obligations will be performed in McLennan County, Texas.

YOU FURTHER ACKNOWLEDGE AND AGREE THAT: (1) THE UNDERSIGNED INDIVIDUAL IS FULLY AUTHORIZED TO SIGN THIS APPLICATION ON YOUR BEHALF; (2) YOU RELEASE AND INDEMNIFY (A) CMC Structural, (B) ANY TRADE AND/OR CREDIT REFERENCES, (C) BANKS AND OTHER FINANCIAL INSTITUTIONS, (D) CREDIT REPORTING AGENCIES, AND/OR (E) ANY OTHER SOURCES, FROM ANY AND ALL LIABILITIES, DAMAGES, LOSSES AND CLAIMS ARISING OUT OF OR IN ANY WAY CONNECTED WITH THEIR DISCLOSURE OF YOUR CREDIT, FINANCIAL OR OTHER INFORMATION; AND (3) YOU WILL RETAIN A COPY OF THIS APPLICATION FOR YOUR RECORDS.

SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_

NAME (printed) \_\_\_\_\_ DATE \_\_\_\_\_