



## Standard Credit Package

Attn: Brenda Koch

Ph.: 281.597.5479

In order to expedite your request, please include the following:

1. A completed and signed credit application. If you have your credit information on a separate document, indicate with a "see attached" in the Trade Reference Section and return with the signed credit application.

2. Do any tax exemptions apply for this transaction(s)?  Yes  No

Please provide a fully completed exemption certificate for all applicable states.

3. Who is your CMC Salesman? \_\_\_\_\_  
(Name)

4. CMC Branch/Location \_\_\_\_\_

5. Do you require Purchase Order Numbers?  Yes  No

6. Do you have any authorized signers?  Yes  No

*If yes, please list*

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Please e-mail this form along with the Credit Application packet to **Brenda Koch** at:  
[Brenda.Koch@cmc.com](mailto:Brenda.Koch@cmc.com)

**\*\* Please note that Credit Applications are retained for six months. Customer numbers are issued upon receipt of a first purchase order after credit approval.**

# Commercial Metals Company ("CMC")

and its Affiliates and Subsidiaries

## Credit Application

Return to:  
CMC Tel No.  
~~CMC Fax No.~~

Federal Tax ID #: \_\_\_\_\_

### Sold To:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

e-mail: \_\_\_\_\_

### Bill To:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

e-mail: \_\_\_\_\_

### BANK REFERENCE

Bank: \_\_\_\_\_ Phone: \_\_\_\_\_ Checking Account No: \_\_\_\_\_

Address: \_\_\_\_\_ Fax: \_\_\_\_\_ Loan Account No: \_\_\_\_\_

\_\_\_\_\_ Contact: \_\_\_\_\_ Secured: \_\_\_ How: \_\_\_\_\_

### TRADE REFERENCES (at least one steel mill or steel service center contact required)

Name: \_\_\_\_\_

City: \_\_\_\_\_

Contact: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

e-mail: \_\_\_\_\_

Name: \_\_\_\_\_

City: \_\_\_\_\_

Contact: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

e-mail: \_\_\_\_\_

Name: \_\_\_\_\_

City: \_\_\_\_\_

Contact: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

e-mail: \_\_\_\_\_

Name: \_\_\_\_\_

City: \_\_\_\_\_

Contact: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

e-mail: \_\_\_\_\_

**Please attach most recent audited financial statements and interim financial information.  
Sales tax exemption certificates, as may be applicable, must be on file with CMC prior to shipments.**

### CREDIT APPLICATION AND SALES TERMS AND CONDITIONS

Except as otherwise agreed in a writing signed by Buyer and Commercial Metals Company, and/or its affiliates and subsidiaries (collectively "CMC"), all current and future sales between the parties are made subject to the following terms and conditions. CMC expressly rejects any different or additional terms or conditions contained in any documents submitted by Buyer. CMC's provision of credit, acceptance of any purchase order and/or sale of any goods are expressly made conditional on Buyer's assent to these terms and conditions. The applicable CMC sales order acknowledgement, proposal, bid, or offer, together with these terms and conditions constitute the entire agreement between CMC and Buyer relating to the sale of such goods by CMC. 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. CMC and Buyer expressly agree that CMC may modify these terms and conditions from time to time, and such modifications shall be binding upon Buyer.

1. The purchase price of the goods shall be as stated on the face of the applicable CMC sales order acknowledgement, proposal, bid, or offer; provided, however, that if CMC announces a general price increase, the purchase price shall be revised to include such price increase. CMC may in its sole discretion add a surcharge to the price of goods predicated upon increases in the cost of raw materials or energy. Such surcharge may be adjusted by CMC periodically to reflect a change in such costs.

2. Buyer cannot modify, cancel, or otherwise alter orders without CMC's written consent. Any such cancellation, modification, or alteration shall be subject to conditions as negotiated at such time, which shall include protection of CMC against loss.

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3. All deliveries are EXW (Incoterms – latest adopted version) loaded CMC shipping facility, freight prepaid or freight collect to destination. If shipped freight prepaid, the charge for freight and any surcharges will be added to the invoice. Neither freight charges nor tax is subject to any discount. Title and risk of loss pass upon delivery at CMC shipping facility. 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 CMC's shipping facility provided Buyer does so within 10 days after the date Buyer is notified of the availability of goods. CMC reserves the right to ship without further notification at any time after the 10-day period. Buyer shall indemnify and hold harmless CMC from and against any claims, damages or liabilities suffered by CMC resulting from any acts or omissions of carrier.

4. Delivery dates are approximate. CMC 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; CMC's inability to obtain, or material increases 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 delays in delivery or performance.

5. **SUBJECT TO STANDARD MANUFACTURING VARIATIONS, CMC WARRANTS THAT THE GOODS FURNISHED HEREUNDER SHALL MEET SPECIFICATIONS SET FORTH ON THE FACE OF THE APPLICABLE CMC SALES ORDER ACKNOWLEDGEMENT, PROPOSAL, BID, OR OFFER. CMC MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY EXCLUDES ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

6. No claim for damages for goods that do not conform to specifications will be allowed unless CMC 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 CMC's written consent. **BUYER'S EXCLUSIVE REMEDY AGAINST CMC, AND CMC'S SOLE OBLIGATION, FOR ANY AND ALL CLAIMS, WHETHER FOR BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, SHALL BE LIMITED TO CMC'S REPLACING GOODS THAT DO NOT CONFORM TO SPECIFICATIONS OR, AT CMC'S OPTION, REFUNDING THE PURCHASE PRICE. IN NO EVENT SHALL CMC HAVE ANY LIABILITY FOR DAMAGES IN AN AMOUNT EXCEEDING THE PURCHASE PRICE OF THE GOODS SOLD HEREUNDER, NOR SHALL CMC HAVE ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.**

7. CMC shall indemnify Buyer only for bodily injury (including death) or property damage to the extent directly caused by CMC's negligent acts or omissions.

8. CMC shall maintain commercial general liability, automobile liability, worker's compensation, and employer liability insurance coverage and shall, upon request, furnish Buyer with evidence of that coverage. CMC shall not name Buyer, or anyone else, as an additional insured or waive its rights of subrogation under insurance owned by CMC.

9. Payment shall be in U.S. dollars and shall be "net 30" unless otherwise specified in writing by CMC.

10. All credit information supplied to CMC will be shared among, and made available to, any CMC affiliate or subsidiary for use in, or for the purpose of, determining credit worthiness, or for the enforcement of the terms of credit extension or contract terms. As a condition of the continued extension of credit, upon request by CMC, Buyer agrees to provide CMC with an updated credit application, updated financial information, and annual financial statements. If, in CMC's opinion, Buyer's credit becomes impaired, CMC may suspend performance until such time as CMC 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 CMC suspends performance and later proceeds with such order, CMC shall be entitled to such extension of time for performance as is necessitated by the suspension.

11. All taxes of any kind levied by any federal, state, municipal or other governmental authority, which tax CMC 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 CMC for any such payments made by CMC.

12. Checks or payments, 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 CMC against any amount owing by Buyer with full reservation of all of CMC's rights, without an accord and satisfaction of Buyer's liability.

13. In the event Buyer fails to make payment to CMC, or any affiliate of CMC, of any amounts due and owing to CMC or such affiliate (including any applicable surcharge or freight charge), CMC shall have the right to terminate any Buyer order or any unfulfilled portion thereof, and CMC or any affiliate thereof may terminate any other agreement between CMC or such affiliate and Buyer. CMC may charge interest on the outstanding balance at an annual rate of 18% or the highest rate allowed by law (whichever is less). CMC shall have the right to employ an attorney to collect the balance due, and Buyer agrees to pay all collection costs incurred by CMC, including its reasonable attorneys' fees.

14. This agreement shall be governed by the laws of the state in which CMC'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 *forum non conveniens* or any objection to venue of any such action.

15. CMC 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 officer of CMC. All rights and remedies granted herein are in addition to all remedies available at law or in equity.

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, Washington, D.C. 20580. If CMC 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.

**THE UNDERSIGNED HEREBY MAKES APPLICATION FOR CREDIT AND AGREES THAT THE EXTENSION OF CREDIT AND SALE OF PRODUCTS BY CMC TO BUYER ARE EXPRESSLY CONDITIONED UPON BUYER'S ASSENT TO THE FOREGOING TERMS AND CONDITIONS OF SALE FOR ALL CURRENT AND FUTURE PURCHASES FROM CMC. BUYER ACKNOWLEDGES RECEIPT AND ACCEPTANCE OF THE TERMS AND CONDITIONS OF SALE, WHICH MAY ONLY BE MODIFIED AS PROVIDED THEREIN. THE UNDERSIGNED AUTHORIZES ALL CREDIT REFERENCES, CREDIT-REPORTING AGENCIES AND ALL PREVIOUS AND EXISTING CREDITORS CONTACTED BY CMC TO FURNISH ANY CREDIT INFORMATION USEFUL IN ITS CREDIT INVESTIGATION OF THE APPLICANT, GUARANTOR, OR ANY INDIVIDUAL SIGNING THIS AGREEMENT, AND FOR CMC TO INVESTIGATE BUYER'S CREDITWORTHINESS, INCLUDING A REQUEST FOR A CREDIT REPORT, TO WHICH BUYER SPECIFICALLY CONSENTS. APPLICANT ACKNOWLEDGES THAT THE UNDERSIGNED IS FULLY AUTHORIZED TO SIGN THIS APPLICATION ON BEHALF OF THE APPLICANT AND THAT APPLICANT INDEMNIFIES CMC AND ALL REFERENCES, INSTITUTIONS, AGENCIES AND OTHER SOURCES CONTACTED REGARDING THIS APPLICATION, FROM ANY AND ALL LIABILITIES, DAMAGES, LOSSES AND CLAIMS ARISING OUT OF DISCLOSURE OF APPLICANT'S CREDIT, FINANCIAL OR OTHER INFORMATION. APPLICANT AGREES THAT CMC MAY RETAIN THIS APPLICATION AND ALL INFORMATION GATHERED, REGARDLESS OF APPROVAL OR DENIAL OF APPLICATION. APPLICANT, BY SIGNING THIS CREDIT APPLICATION AND AGREEMENT, DECLARES THAT ALL INFORMATION SUPPLIED TO CMC IS TRUE, COMPLETE, AND CORRECT.**

COMPANY NAME: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

**END OF DOCUMENT**

**CONTINUING GUARANTY  
(Individual)**

**DEBTOR:**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

**GUARANTOR:**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

**CREDITOR:**

Name: CMC  
Attn: Credit and Collections Department  
Address: 6565 N MacArthur Blvd Ste 800  
Irving, TX 75039

**1. Guaranty.** In consideration of any and all fabrication, sales, loans, advances, acceptances, discounts, extensions of credit and other financial accommodations made by Creditor to, for the account of, or on behalf of Debtor, Guarantor (whether one or more) jointly and severally guarantees to promptly pay all debts, liabilities and other obligations owed to Creditor by Debtor (collectively, "Obligations").

**2. Amount of Guaranty.** The amount of the Obligations of Debtor that Guarantor guarantees is unlimited.

**3. Obligations Guaranteed.** Guarantor guarantees all existing and future Obligations of Debtor to Creditor, both principal and interest, direct and indirect, current and contingent. This Guaranty also covers Creditor's expenses (including reasonable attorneys' fees) in collecting money from Debtor after default.

**4. Nature of Guaranty.** This Guaranty requires Guarantor to pay Creditor, on demand, ALL present and future Obligations of Debtor to Creditor if they are not paid on time, if any events enumerated in paragraphs 6 (a), (i) or (k) below occur, or if Debtor or Guarantor otherwise default in the terms of any Obligations to Creditor. Creditor may require Guarantor to pay even though Creditor has not made any attempts to collect from Debtor or anyone else. Creditor is not required to dispose of any property held or assigned as security for the Obligations of Debtor before enforcing this Guaranty against Guarantor.

**5. Unconditional/Continuing Guaranty.** This Guaranty is an absolute, unconditional and continuing guaranty of payment and not of collection. Creditor may extend any kind of credit to Debtor in any amount and upon any terms without affecting this Guaranty. The liability assumed by Guarantor is a primary and direct obligation without regard to any other obligor or security or collateral held by Creditor. Creditor is free to make any arrangements with Debtor, or with any other persons, or regarding any property held or assigned as security for the Obligations of Debtor, without affecting this Guaranty. The circumstance that at any particular time or times the Obligations of Debtor may be paid in full shall not affect the obligation of Guarantor with respect to any Obligations of Debtor to Creditor incurred after such payment in full. Guarantor shall have no right of subrogation, reimbursement or indemnity whatsoever, or any right of recourse to security for the Obligations owed Creditor by Debtor. Notwithstanding the foregoing, Guarantor may give written notice that Guarantor will not be liable under this Guaranty for any Obligations of Debtor incurred after the giving of the notice, which notice will only be effective when actually received by Creditor. Guarantor shall nevertheless remain liable for all of Debtor's Obligations until payment in full of: (a) all Obligations as they exist at the date of receipt of the notice by Creditor; (b) all Obligations of Debtor entered into after such notice, if they were made pursuant to a commitment or agreement made by Creditor to or with Debtor prior to the time Creditor receives such notice; and (c) all interest and collection expenses (including court costs and reasonable attorneys' fees) attributable to (a) and (b) above.

**6. Examples of Circumstances NOT affecting Guaranty.** Examples of some, but not all, circumstances which will NOT change or limit Guarantor's obligation on this Guaranty are: (a) death, dissolution, insolvency, liquidation, dissolution, lack of authority or business failure of, or any assignments for benefit of creditors by, or commencement of any bankruptcy, reorganization, arrangement, moratorium or other debtor relief proceedings by or against Debtor or Guarantor, or the appointment of a receiver for, or the attachment, restraint of, or making or levying of any order of court or legal process affecting the property of Debtor or Guarantor; (b) renewal or change in the terms of any Obligations of Debtor to Creditor; (c) extensions of time for payment granted by Creditor; (d) release, settlement or compromise by Creditor of any Obligations of Debtor; (e) unenforceability of any Obligations of Debtor; (f) release, surrender or exchange by Creditor of any property held or assigned as security for the Obligations of Debtor; (g) failure by Creditor to record, file or otherwise perfect a mortgage, security interest or other lien on any property held or assigned as security for the Obligations of Debtor; (h) release by Creditor of anyone responsible for the Obligations of Debtor; (i) requirement under bankruptcy laws or otherwise that Creditor refund payments of any Obligations of Debtor; (j) the circumstance that at any particular time or times all Obligations owed Creditor by Debtor may be paid in full; and (k) merger of any other entity into Debtor or merger of Debtor into any other entity.

**7. Notices.** No notice or demands of any kind to or from any person, are required before Creditor may enforce this Guaranty. With respect to Obligations payable on demand, Creditor may demand payment at anytime. Guarantor expressly waives the following: (a) notice of incurring of indebtedness by Debtor; (b) acceptance of this Guaranty by Creditor; (c) presentment and demand for payment, protest, notice of protest and notice of dishonor or non-payment of any instrument evidencing indebtedness of Debtor; (d) any demand for payment under this Guaranty; (e) notice of intent to accelerate and notice of acceleration; and (f) any legally waivable defense available to a guarantor under the laws of the State of Texas.

**8. Application of Proceeds.** If Creditor receives any payments for the Obligations of Debtor, or if Creditor receives proceeds from the sale of any property securing such Obligations, Creditor may use the payments or proceeds to pay any of the Obligations of Debtor it chooses, whether or not such Obligations are due.

**9. Legal Expenses.** If Guarantor fails to honor this Guaranty then, in addition to making the payments required by this Guaranty, Guarantor must also pay Creditor's expenses, including reasonable attorneys' fees, in collecting the money from Guarantor.

**10. Financial Information.** Guarantor agrees that during such time as this Guaranty shall be effective, Guarantor shall: (a) promptly furnish Creditor from time to time with such information in such form concerning the financial condition of Guarantor as Creditor may reasonably request; (b) promptly notify Creditor of any information adversely affecting Creditor's likelihood of payment by Debtor or Guarantor; (c) make no material change in Guarantor's financial status; and (d) refrain from selling, mortgaging or pledging any real or personal property without having first obtained Creditor's written consent.

**11. Failure to Exercise Rights.** Creditor may delay or fail to exercise any rights it has without losing its ability to exercise those rights at any other time.

**12. Changes to Guaranty.** The terms of this Guaranty cannot be changed unless Guarantor and Creditor agree to such changes in writing. There are no understandings between Guarantor and Creditor not expressed in this Guaranty.

**13. Prior Guaranties.** Unless otherwise indicated by Creditor in writing, this Guaranty does not replace but is in addition to any guaranties that Guarantor may have previously given Creditor and that have not been returned or canceled by Creditor.

**14. Two or More Signers/Corporate Debtor-Guarantor.** If more than one person signs this Guaranty, then each one is completely responsible and liable for all Obligations under this Guaranty. Any acts of a corporate Debtor or Guarantor shall be presumed to be performed pursuant to an appropriate resolution of the board of directors or shareholders, and it is not necessary for Creditor to inquire into the capacity or powers of any corporate Debtor or Guarantor or the officers, directors, agents or employees acting or purporting to act on a corporate Debtor's or Guarantor's behalf.

**15. Successors.** This Guaranty is binding upon Guarantor's heirs, executors, administrators, successors and assigns.

**16. Guarantor's Benefit.** Guarantor represents that Guarantor will receive a direct and material benefit from the proceeds of any Obligations incurred by Debtor.

**17. Governing Law/Venue.** This Guaranty is payable and performable in Dallas County, Texas, and its terms and conditions shall be governed and construed according to the laws of that State. Any action concerning this Guaranty may only be brought in the courts located in Dallas County, Texas.

**18. Authorization to Obtain Consumer Credit Report.** Guarantor has consented/consent(s) to Creditor's obtaining a consumer credit report on Guarantor (whether one or more) for the purpose of evaluating Guarantor's creditworthiness in connection with Debtor's application for credit and/or any and all loans, advances, acceptances, discounts, extensions of credit and other financial accommodations made by Creditor to, for the account of, or on behalf of Debtor.

**GUARANTOR HAS READ THE ABOVE GUARANTY, UNDERSTANDS IT, AND AGREES TO ALL OF ITS TERMS AND CONDITIONS.**

Dated: \_\_\_\_\_, 20\_\_\_\_\_.

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Individual Guarantor

Individual Guarantor

## AUTHORIZATION TO USE NON-BUSINESS CONSUMER CREDIT REPORT

I, \_\_\_\_\_ (name of sole proprietor; president/officer of corporation, LLC., partnership, guarantor, etc.) whose **Social Security Number** is \_\_\_\_\_, and whose **Date of Birth** is \_\_\_\_\_, consent to **CMC** obtaining my consumer credit report for the purpose of evaluating my creditworthiness in connection with the extension of credit as contemplated by the Credit Application of \_\_\_\_\_ (name of applicant) to which this Authorization is attached.

### Requestor

### Witness

Signature \_\_\_\_\_  
Printed Name \_\_\_\_\_

Signature \_\_\_\_\_  
Printed Name \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Please be certain that this Authorization is signed before a witness before e-mailing to **Brenda Koch** at [Brenda.Koch@cmc.com](mailto:Brenda.Koch@cmc.com) . Thank you.