

Credit Application and Agreement - Terms and Conditions of Sale

The information provided by the applicant (hereinafter, "CUSTOMER") is for the purpose of establishing a commercial credit account with PDM Steel Service Centers, Inc. (hereinafter, "PDM"). CUSTOMER desires to purchase goods and/or services from PDM, and CUSTOMER agrees, in consideration thereof, to be bound by PDM's Terms and Conditions of Sale, which are set forth in full at <http://www.pdmsteel.com/terms>. PDM hereby objects to any terms or conditions at variance with, different from or in addition to PDM's Terms and Conditions of Sale. CUSTOMER further agrees to the following terms:

1. OPEN CREDIT ACCOUNT: PDM reserves the right to approve or disapprove any request for extension of credit in its sole discretion. The amount of credit extended to CUSTOMER will be determined by PDM and may vary from time to time. CUSTOMER waives notice of any change in CUSTOMER's credit limit. CUSTOMER agrees to timely payment of any and all invoices, charges, fees and costs incurred on CUSTOMER's account.

2. OPEN ACCOUNT PAYMENT TERMS: PDM's credit terms for CUSTOMER are **½% 10 days, net 30 days from the invoice date**. These are the only payment terms offered by PDM to CUSTOMER unless modified in writing signed by a PDM officer or authorized manager.

3. CUSTOMER'S REPRESENTATIONS: Credit will be extended by PDM to CUSTOMER based on the information provided in this Credit Application and Agreement. CUSTOMER represents and warrants to PDM that all information and / or financial documents provided PDM are true and correct. CUSTOMER represents to PDM that it is solvent as of the date of this Credit Application and Agreement, and that any financial statement attached accurately reflects the present financial condition of CUSTOMER. CUSTOMER expressly authorizes PDM to check CUSTOMER's credit background. This may include obtaining a credit report from a credit reporting agency, requesting information from your bank or inquiring directly with your creditors.

4. DEFAULT: Failure to make timely payment as provided above shall result in all charges on the account being deemed past due. Whether or not expressed in any quotation or invoice, all sums past due shall bear a late charge 1.5% per month (18% per annum) until paid in full. In addition, CUSTOMER agrees to reimburse PDM for all collection agency fees, expenses, costs, and attorney's fees (including in-house counsel fees) incurred or expended by PDM in enforcing any of its rights hereunder and/or collecting any past due sums.

5. GOVERNING LAW AND VENUE: To the extent permitted by law, PDM and CUSTOMER agree that all actions or proceedings arising in connection with PDM's sale of goods or extension of credit to CUSTOMER shall be tried and litigated only in the Superior Court for the County of Los Angeles, or, at the sole option of PDM, in any other court in which PDM shall initiate legal or equitable proceedings and which has subject matter jurisdiction over the matter in controversy. PDM and CUSTOMER further agree that the aforementioned choice of venue is to be considered mandatory and not permissive in nature, thereby precluding the possibility of litigation in any jurisdiction other than that specified in this section or by PDM. PDM and CUSTOMER, to the extent they may legally do so, hereby waive any right each may have to assert the doctrine of forum non conveniens.

6. PURCHASE ORDERS: Issuance of a purchase order by CUSTOMER shall be deemed an acceptance of PDM'S Terms and Conditions of Sale. CUSTOMER acknowledges and agrees that issuance of a purchase order creates no burden on the part of PDM to verify its accuracy or validity, and goods or services that are provided to CUSTOMER pursuant to a purchase order shall be the full responsibility and obligation of CUSTOMER.

7. COMPLETE TERMS AND CONDITIONS OF SALE: PDM's complete Terms and Conditions of Sale are located at <http://www.pdmsteel.com/terms-conditions> and are expressly incorporated herein by reference. CUSTOMER agrees that each and every sale by PDM to CUSTOMER is subject to PDM's Terms and Conditions of Sale. The undersigned has read and agrees that CUSTOMER is bound by PDM's Terms and Conditions of Sale which may be amended from time to time.

Authorized Signature _____ **Print Name/Title** _____ **Date** _____

Continuing Personal Guaranty

In consideration of PDM's extending credit to CUSTOMER, the undersigned (hereinafter, "GUARANTOR") unconditionally and irrevocably guarantees and promises to pay to PDM, any and all indebtedness and perform all obligations of CUSTOMER to PDM. GUARANTOR waives notice of the following: (i) acceptance of this guaranty by PDM; (ii) creation of any debt or obligation on the party of CUSTOMER to PDM; (iii) default by CUSTOMER on any obligations owing to PDM; and (iv) presentment, protest and demand and/or notice of presentment, protest and demand. GUARANTOR agrees that PDM may, without affecting GUARANTOR's liability, compromise or release, and grant extensions of time of payment to CUSTOMER. GUARANTOR shall pay all attorney's fees and costs incurred by PDM in the enforcement of this guaranty. This guaranty shall continue in force until revoked by GUARANTOR in writing transmitted by certified mail return receipt requested to: PDM Steel Service Centers, Inc., P.O. Box 310, Stockton, California 92501. Revocation shall be effective sixty days after receipt by PDM. Revocation shall not terminate or otherwise affect any obligations of GUARANTOR existing on or accrued prior to the effective date of revocation, and shall not affect any rights or obligations arising out of transactions having their inception prior to the effective date of revocation.

Signature _____ **Print Name** _____ **S.S.N.** _____ **Date** _____