



GENERAL METALS MFG. & SUPPLY CO.

2727 WEST WELDON AVE.
PHOENIX, ARIZONA 85017
(602) 264-4815

“CREDIT IS A PRIVILEGE, NOT A RIGHT.”

Our credit policy reads as follows:

All purchases made during a single period (1st through 30th/31st of every month) will be due the 10th of the following month and allowed a 2% discount, unless invoices are marked “NET.” This amount billed every month is considered current, however, it is also 30 days old.

All amounts will be net the 11th and no discounts will be allowed. Delinquent amounts, after the end of the month, will be assessed a finance charge of 2% per month at an annual percentage rate of 24% and possibly placed on credit hold status until payment is received. No further credit will be issued to an account in this status and any materials or services will be cash on deliver (COD) or will call.

All accounts 60 days or older will be turned over to our attorney for collection and where applicable a complaint will be filed with the registrar of contractors.

This policy is being applied to all accounts unless other conditions or agreements are in existence and does not reflect on either the credit worthiness or conditions of a particular account. No credit will be issued unless the application is filled out in its entirety, and all references given are found satisfactory.

We are aware of the impact this policy may have but we only wish to promote good business practices and again remind everyone that **credit is a privilege, not a right**. We give credit as a convenience to our good customers and do not wish to finance the **bad**. We are a wholesale company and make no claims at all to be a financial or lending institution.

General Metals Mfg. & Supply Co.

Robert J. Goettel
President

“We Don’t Follow Trends, We Set Them.”

AGREEMENT FOR CREDIT PRIVILEGE AND GUARANTY

TERMS OF SALE: 2% 10TH, NET 30 DAYS – EXCEPT SPECIAL QUOTATIONS, JOB ACCOUNTS AND GALVANIZED SHEET METAL

THIS APPLICATION IS SUBMITTED TO ESTABLISHED CREDIT COVERING THE PURCHASE OF MATERIALS FOR USE IN CONSTRUCTION PROJECTS. PLEASE CIRCLE MAIN BUSINESS TYPE:

COMMERCIAL / RESIDENTIAL / BOTH / RETAIL / WHOLESALE / SERVICE

- A. CORPORATIONS PLEASE COMPLETE SECTIONS: I, III, IV, AUTHORIZATION AND RESALE CERTIFICATE.
- B. SOLE PROPRIETORSHIPS & PARTNERSHIPS PLEASE COMPLETE SECTIONS I, II, III, IV, AUTHORIZATION AND RESALE CERTIFICATE.
- C. ALL APPLICANTS COMPLETE ARIZONA RESALE CERTIFICATE AND AUTHORIZATION.

SECTION 1

COMPANY NAME: _____

COMPANY MAILING ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SHIPPING ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

PHONE: () _____ FAX: () _____

EMAIL: _____ WEB SITE: _____

YEARS IN BUSINESS: _____

CITY SALES TAX NUMBER: _____ STATE SALES TAX NUMBER: _____

CORPORATE OFFICERS (IF APPLICABLE)

PRESIDENT: _____ VICE PRESIDENT: _____

SECRETARY: _____ TREASURER: _____

ACCOUNTS PAYABLE CONTACT: _____

REGISTRAR OF CONTRACTORS

LICENSE NUMBER: _____ CLASS NUMBER: _____

BANK NAME: _____

BRANCH: _____ ACCOUNT NUMBER: _____

IS FINANCIAL STATEMENT AVAILABLE?: YES / NO / ENCLOSED

PURCHASE AUTHORIZATION:

DO YOU USE PURCHASE ORDERS? YES / NO

AUTHORIZED BUYERS _____

ACCOUNT LIMIT REQUESTED (PER MONTH): \$ _____

DO YOU WANT YOUR INVOICES: E-MAIL FAX PRINT

DO YOU WANT YOUR STATEMENTS: E-MAIL FAX PRINT

DO YOU ACCEPT BACKORDERS? YES / NO

DO YOU WANT YOUR SHIPPING PAPERS PRICED? YES / NO

CONTACT FOR ACCOUNTS PAYABLE (NAME): _____

DO YOU WANT US TO PLACE AN "ORDER MESSAGE" IN OUR SYSTEM? FOR EXAMPLE:

SECTION II

NAME OF OWNER OR NAME OF ALL PARTNERS: _____

HOME ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PHONE: () _____ SOCIAL SECURITY NO.: _____

EMPLOYER: _____

OWN HOME: YES / NO RENT: YES / NO

BANK: _____ BRANCH: _____

ACCOUNT NUMBER: _____ SPOUSE NAME: _____

NAME OF OWNER OR PARTNER NO. 2: _____

HOME ADDRESS: _____

CITY _____ STATE: _____ ZIP: _____

PHONE: () _____ SOCIAL SECURITY NO.: _____

EMPLOYER: _____

OWN HOME: YES / NO RENT: YES / NO

BANK: _____ BRANCH: _____

ACCOUNT NUMBER: _____ SPOUSE NAME: _____

(IF ADDITIONAL SPACE IS NECESSARY FOR COMPLETING THE REST OF PARTNERS' AND SPOUSES' NAMES, PLEASE ATTACH A SEPARATE SHEET OF PAPER PROVIDING THE INFORMATION.)

IS FINANCIAL STATEMENT AVAILABLE? YES _____ NO _____ ENCLOSED _____



SECTION III

TRADE REFERENCES

NAME _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

PHONE () _____ ACCOUNT NO. (IF AVAILABLE) _____

NAME _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

PHONE () _____ ACCOUNT NO. (IF AVAILABLE) _____

NAME _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

PHONE () _____ ACCOUNT NO. (IF AVAILABLE) _____

NAME _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

PHONE () _____ ACCOUNT NO. (IF AVAILABLE) _____

AUTHORIZATION

In consideration of the possible extension of credit to the Applicant, the undersigned authorizes GENERAL METALS MFG. & SUPPLY., 2727 W. WELDON AVE., PHOENIX, AZ 85017 to obtain whatever credit information it deems necessary. In addition, the undersigned hereby authorizes those contacted to release any and all information that may be helpful in determining whether or not credit should be extended.

It is understood and agreed that the account shall be paid in full no later than the tenth (10th) of the month following purchases, in order to obtain a two percent (2%) discount, and NET terms by the end of the month. In the event the account is not paid when due, the undersigned further agrees to pay a FINANCE CHARGE of 2% per month which is an ANNUAL PERCENTAGE RATE OF 24% on the balance after first deducting any payments and/or credits appearing on the monthly statement.

The undersigned further agrees to pay reasonable attorney fees and costs incurred in the event the account shall be turned over to an attorney for collection when the account or any part thereof is not paid when due, whether or not a suit commenced.

This contract is entered into in PHOENIX, MARICOPA COUNTY, ARIZONA, at the address set forth above and plaintiff is hereby authorized to file any litigation at its option in Maryvale Justice Court or Maricopa Superior Court.

Authorized Signature _____ Date _____



SECTION IV**GUARANTY**

The undersigned, for the purpose either of inducing of credit to, _____ (hereinafter called "Buyer") or of inducing temporary forbearance from collection of accounts due at the date hereof from Buyer, does hereby guarantee unto GENERAL METALS MFG. & SUPPLY CO., an Arizona corporation, and any of its subsidiary or related companies, their successors or assigns, (all hereinafter called "Seller"), absolutely and unconditionally, the due and prompt payment by Buyer to Seller of all sums now owing or which may hereafter become owing from Buyer to Seller whether principal, interest or additional charges and expenses. The undersigned hereby further agrees to indemnify and save Seller harmless from any loss, damage and expense caused by or arising out of any default on the part of Buyer in making payment or any part or all of such sums and in the event of such default agrees, upon demand to pay Seller the amount of any such loss, damage and expense.

The undersigned hereby consents to and waives notice of any extension of time for payment of the sums hereinabove mentioned or other modification of the terms of any credit granted to Buyer; default of Buyer in making payment of all or any part of such sums; the granting of any credit or additional credit to Buyer; acceptance of this Guaranty; Acceptance by Seller of any sum less than the full amount due Seller in any arrangement, proceeding and the event Seller accepts any lesser sum in any such proceedings, liability of the undersigned for the balance of any such sum shall remain unimpaired.

This guaranty shall remain in effect until the undersigned gives written notice by certified mail with return receipt requested of the termination hereof. Such notice shall be mailed to GENERAL METALS MFG. & SUPPLY CO., 2727 West Weldon Ave., Phoenix, Arizona 85017, Attention: Credit Department. Any such notice shall not affect the liability of the undersigned with respect to any sums then owing by Buyer to Seller whether then due and payable or thereafter to become due and not fully paid at time of receipt by Seller of such notice.

In the event of default by Buyer, Seller shall have the right to proceed against Buyer or the undersigned in its sole discretion and shall not be required first to proceed against Buyer or to collect upon any security, or otherwise. Seller shall not be deemed thereby to have waived any rights against the undersigned or Buyer.

In the event there are two or more undersigned to this Guaranty, the following additional provisions shall apply: (1) the singular shall include the plural and all obligations shall be joint and several; (2) the obligation of each of the undersigned set forth in this Guaranty is independent of the obligation of any other of the undersigned and this guaranty shall be binding upon each of the undersigned executing this Guaranty regardless of whether any one or more of the other named undersigned completes execution hereof and regardless of whether any one or more of the other named undersigned is hereafter released from this Guaranty voluntarily, by operation of law, or otherwise; (3) notice from Seller to the undersigned shall be deemed given when sent by certified or registered mail to the first named of the undersigned at said undersigned's present address or at such other address as said undersigned may from time to time hereafter designate in writing; (4) in the event of default by Buyer, Seller shall have the right to proceed against Buyer or any one or more of the undersigned at Seller's sole discretion and shall not thereby be deemed to have waived any rights against Buyer or any one or more of the undersigned.

This Guaranty shall not be terminable except as above provided nor shall it be altered, modified or amended except by written instrument signed by the undersigned and delivered as provided in the preceding paragraph, and then only with respect to sales thereafter made to Buyer by Seller.

SECTION IV — GUARANTY CONTINUED

In the event of any collection proceeding prior to or including litigation under this guaranty against any one or more of the undersigned in addition to the sums owed by Buyer to Seller for principal, interest, additional charges, and expenses, Seller shall be entitled to recover from the undersigned a reasonable attorney's fee in such proceeding and any appeals therefrom.

Invalidity of any portion of the Guaranty, or of any portion of any agreement or obligation guaranteed hereby, shall not invalidate the remainder of the Guaranty.

This Guaranty is entered into in PHOENIX, MARICOPA COUNTY, ARIZONA at address set forth above and plaintiff is hereby authorized to file any litigation at its option, West Phoenix Justice Court or Maricopa County Superior Court.

IN WITNESS WHEREOF, I, the undersigned, have executed this Continuing Guaranty this _____ Day of _____ 20 _____.

Guarantor

Spouse

Guarantor

Spouse

State of Arizona County of: _____

Subscribed and sworn to before me this _____ Day of _____ 20 _____

Notary Public

My commission expires: _____.

