



**CREDIT APPLICATION**

Approximate Credit Limit Requested\* \_\_\_\_\_

\*If requested amount exceeds \$20,000, please send a copy of your company's most recent financial statements in addition to your completed application.

Purchases to be made from:  McElroy Metal, Inc. #\_\_\_\_  Service Center Location \_\_\_\_\_

Company's Legal Name \_\_\_\_\_ Federal ID # \_\_\_\_\_

DBA \_\_\_\_\_ Web Address \_\_\_\_\_

Physical Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Billing Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

Will Purchases be Tax Exempt\*  Yes  No PO's Required?  Yes  No

\*If applicable, attach resale certificate.

**CORPORATION / LIMITED LIABILITY COMPANY**

State Incorporated \_\_\_\_\_ Date Incorporated \_\_\_\_\_ Years in Business \_\_\_\_\_

President/Manager/Owner \_\_\_\_\_

CFO/Controller/Treasurer \_\_\_\_\_

**PARTNERSHIP / SOLE PROPRIETORSHIP**

Partner or Proprietor \_\_\_\_\_ Phone Number \_\_\_\_\_

Home/Other Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Partner \_\_\_\_\_ Phone Number \_\_\_\_\_

Home/Other Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**BANK INFORMATION / AUTHORIZATION\***

Bank Name \_\_\_\_\_ Account # \_\_\_\_\_

Phone # \_\_\_\_\_ Fax # \_\_\_\_\_ Email Address \_\_\_\_\_

\*By signing below, the signer authorizes the firm named above to release any and all deposit and loan account information.

**TRADE INFORMATION**

Trade Name \_\_\_\_\_ Phone # \_\_\_\_\_

Fax # \_\_\_\_\_ Email Address \_\_\_\_\_

Trade Name \_\_\_\_\_ Phone # \_\_\_\_\_

Fax # \_\_\_\_\_ Email Address \_\_\_\_\_

Trade Name \_\_\_\_\_ Phone # \_\_\_\_\_

Fax # \_\_\_\_\_ Email Address \_\_\_\_\_

**ADDITIONAL BUSINESS INFORMATION**

A/P Contact \_\_\_\_\_ Phone # \_\_\_\_\_

Fax # \_\_\_\_\_ Email Address \_\_\_\_\_

Buyer Contact \_\_\_\_\_ Phone # \_\_\_\_\_

Fax # \_\_\_\_\_ Email Address \_\_\_\_\_

Have you purchased from McElroy Metal before?  Yes  No

If yes, under what name? \_\_\_\_\_

\*By signing below, the applicant certifies that all information given above is complete, true, and accurate. The signer acknowledges that the information furnished above is for the purpose of obtaining credit from McElroy Metal Mill, Inc. Furthermore, the signer is authorized to bind the applicant to all terms and conditions stated on all pages of this application. The signer understands that McElroy Metal Mill, Inc. will rely on this information to make credit evaluations. All pages of the application must be emailed or to the following: for applications with McElroy Metal, email [mcelroyar@mcelroymetal.com](mailto:mcelroyar@mcelroymetal.com), or fax to (318) 747-8086; for applications with McElroy Metal Service Center, email [servicecenterar@mcelroymetal.com](mailto:servicecenterar@mcelroymetal.com), or fax to (318) 747-8077. McElroy Metal Mill, Inc. is not responsible for any delays in the credit review process resulting from the applicant's failure to provide the required information. At any time, if there are any changes to the information provided, please send an email or fax on company letterhead detailing the changes.

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**TERMS AND CONDITIONS**

**APPLICABILITY** - The following terms and conditions apply to the sale of goods and services by McElroy Metal, Inc. or McElroy Metal Service Center ("Seller") to the applicant ("Buyer") named on page one (1) of this document.

**GOVERNING LAW** - This agreement shall be construed and enforced in accordance with the laws of the State of Louisiana, irrespective of the location of the work performed by the Seller or the location of the site to which the goods are shipped. The parties agree that the exclusive jurisdiction and venue for any dispute arising out of this agreement shall be Bossier Parish, Louisiana or the Western District of Louisiana, Shreveport Division.

**PAYMENT** - All sales are cash upon delivery unless credit terms are established. Upon credit approval, and unless otherwise noted, terms are net cash thirty (30) days from invoice date, with a one-half (1/2)% discount if payment is made within ten (10) days from the invoice date.

**TAXES** - Any applicable taxes or other government charges imposed shall be added to the purchase price and paid by the Buyer, unless valid documentation allowing exemptions are on file with the Seller.

**LATE CHARGES & FEES** - Past due amounts will be assessed a service charge of 1.5% per month (18% per annum) for each month or part of a month the past due invoice remains unpaid. A fee of \$25.00 will be assessed for any check received insufficient.

**CREDIT** - Seller may withdraw or extend additional credit privileges at its sole discretion. Seller reserves the right to demand payment prior to production if Seller deems it necessary.

**BUYER'S FAILURE TO PAY** - If Buyer fails to pay invoice(s) when due, Seller may, without prejudice to other remedies, defer future shipments until the default is satisfied. Seller may, at its discretion, cancel future shipments of any and all orders. In the event amounts due are turned over for collection, Buyer is responsible for all collection fees at cost and legal fees incurred by Seller or Seller's agent in the collection of amounts due. Any notes or judgments shall draw interest at the maximum legal rate per annum.

**SHIPPING** - Unless instructed otherwise, Seller will arrange for transportation of goods according to shipping instructions provided by Buyer. Failure of Buyer to provide complete instructions and/or directions to Seller at its office at least four (4) days prior to date of shipment will extend shipping time to next available time for Seller to deliver after complete shipping instructions are received.

**PACKAGING** - Unless requested otherwise, goods will be packaged in ordinary packaging. If Buyer requires additional packaging, Buyer shall pay additional costs.

**STORAGE** - Buyer shall pay any demurrage or storage charges incurred by Seller as a result of Buyer's failure to take possession of goods. Seller will not be responsible for condition of materials delivered after being stored as a result of Buyer's not taking initial delivery as scheduled.

**SCHEDULE OF DELIVERY** - Production of material will commence after Buyer accepts Seller's estimate and, when shop drawings exist, provides written approval of Seller's shop drawings. No material will be purchased or fabricated until these conditions are met. Seller's estimate will form the basis for the schedule of deliveries. Buyer acknowledges and accepts that all delivery dates provided by Seller are good faith estimates that may be impacted by factors including, but not limited to, change order requests, vendor material shortages, and delays in freight. In no instance shall Seller be responsible for costs or damages incurred by Buyer as a result of delays in fabrication or shipment. Furthermore, Seller will not be responsible for any delay or failure to fabricate or deliver materials resulting directly or indirectly from fire, other casualty, acts of God, embargo, transportation stoppage, labor unrest, inability to secure materials from suppliers, or any other situation beyond the Seller's control.

**INSPECTION** - Buyer shall inspect materials and deliver any notice of rejection, in detail, to Seller within fourteen (14) days after Buyer has taken possession of materials. Failure to inspect or give notice to Seller of rejected goods within said time shall constitute a waiver of the right to inspect and an irrevocable acceptance of the materials.

**NON-CONFORMING GOODS** - Seller shall have the right to replace or repair materials which do not meet specifications. A refund of the purchase price may be offered upon return of the materials, or an allowance may be granted for the degree of nonconformity. Any allowances must be mutually agreed to by Seller and Buyer.

**RETURNS** - Returns of conforming goods require written authorization from Seller (Returned Goods Authorization). Returns of conforming goods will be subject to a restocking charge of 25% of the purchase price. Seller reserves the right to reclaim non-conforming goods. Disposition and mode of transportation is at Seller's discretion. Seller will absorb freight charges for returns of non-conforming goods.

**TITLE** - Title to materials passes from Seller to Buyer when Buyer takes physical possession of the materials.

**WAIVER** - Any claim by Buyer against Seller for lack of quality of product, improper workmanship or otherwise shall be deemed waived unless presented to Seller in writing within one (1) year of the date of sale of the product involved.

**VERBAL ORDERS** - Buyer is responsible for correctness and payment of verbal orders unless Seller receives written confirmation from Buyer prior to the start of the production process. Confirming orders must be marked, "Confirming Order - DO NOT DUPLICATE."

**WARRANTY** - Any warranties are extended to the first owner of the building for which the materials were purchased.

**Applicant agrees that he/she has read and accepts the Seller's Terms and Conditions, and that said Conditions are incorporated into this Agreement and take precedence over any Terms and Conditions contained in the Buyer's purchase order or subcontract. The applicant further states that he/she is authorized and empowered to enter into this agreement binding the applicant to all of the Terms and Conditions listed above.**

Company's Legal Name \_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_  
Printed Name \_\_\_\_\_ Title \_\_\_\_\_

**CONTINUING PERSONAL GUARANTY**

I/We hereby agree to pay all indebtedness now and hereinafter owing by me and said company listed on page one (1) of this application, whether individually, partnership, corporation or other. In consideration of extending credit to the applicant listed on page one (1) of this application, the undersigned does hereby individually and personally guaranty to pay all sums of money that, at any time hereafter, become due, whether said indebtedness be in the form of notes, bills, open accounts, or any other form. Guarantor(s) also agree(s) to pay all charges and costs referenced in the terms and conditions of sale section of this application. If married, with communal property, spouse must also sign personally. Any change in marital status requires immediate notice via certified mail, return receipt requested.

Signature _____	Spouse's Signature _____
Print Name _____	Print Spouse's Name _____
Social Security Number _____	Social Security Number _____
Signature _____	Spouse's Signature _____
Print Name _____	Print Spouse's Name _____
Social Security Number _____	Social Security Number _____
Signature _____	Spouse's Signature _____
Print Name _____	Print Spouse's Name _____
Social Security Number _____	Social Security Number _____

**KENTUCKY APPLICANTS ONLY: By signing above, I/we agree with the applicable law governing personal guaranties as listed below.**

If applicable in the Commonwealth of Kentucky, this Guaranty shall remain in full force and effect until, and shall terminate (as "terminate" is used in Kentucky Revised Statutes Code 371.065) on the earlier of the day following the date of (1) payment in full upon maturity of all sums payable by the Debtor under, and (2) performance in full of all other obligations of the Debtor in accordance with the provisions of the Account Application and Agreement, this Guaranty and any extensions and renewals thereof; or (b) five (5) years from the date of this Guaranty; provided, however, that termination of this Guaranty on such termination date shall not affect in any manner the liability of the Guarantor with respect to (1) the indebtedness which is created or incurred prior to such termination date ("Prior Obligations"), or (2) extension or renewals of, interest accruing on, or fees, costs or expenses incurred with respect to such Prior Obligations prior to, on or after such termination date.

**FINANCIAL INFORMATION**

If the desired credit limit is greater than \$20,000, further information is required in order to process the application.

Balance Sheet Attached      Date \_\_\_\_\_       Income Statement Attached      Date \_\_\_\_\_

If statements are not attached, please complete the following:

Balance Sheet As of _____	
Cash	_____
Accounts Receivable	_____
Inventory	_____
Other Current Assets	_____
<b>Total Current Assets</b>	<b>_____</b>
PP&E / Real Estate	_____
Other Assets	_____
<b>Total Assets</b>	<b>_____</b>
Accounts Payable	_____
Short Term Loans	_____
Other Current Liabilities	_____
<b>Total Current Liabilities</b>	<b>_____</b>
Long Term Liabilities	_____
<b>Total Liabilities</b>	<b>_____</b>
Equity / Networth	_____
<b>Total Liabilities &amp; Equity</b>	<b>_____</b>

Income Statement As of _____	
Net Sales / Revenue / Income	_____
Less Cost of Goods Sold	_____
<b>Gross Profit / (Loss)</b>	<b>_____</b>
Less Operating Expenses	_____
<b>Operating Income / (Loss)</b>	<b>_____</b>
Plus/Less Other Income / Expenses	_____
Less Income Taxes	_____
<b>Net Income / (Loss)</b>	<b>_____</b>

## SALES TAX GUIDELINES

McElroy Metal, Inc. and McElroy Metal Service Center are required by law to collect sales tax unless a valid tax exemption certificate is provided. If purchases are exempt from sales tax, please submit the sales tax exemption certificate before or during the ordering process.

Blanket certificates will be setup on the account to automatically exempt orders delivered to the state for which the account resides. After the certificate is received, it will be setup for the number of years recommended by the state, after which time, we will request an updated certificate.

One exemption certificate for each specific exempt project must be sent in before the ordering process. Once received, the exemption certificate will be kept on file. Be sure that the project name on the certificate is included on all orders placed. Only orders specified for projects with exemption certificates on file will be exempted.

Our goal is to make state tax compliance as hassle free as possible. We are here to answer any questions and assist in the process.

Sincerely,  
The McElroy Metal, Inc. / McElroy Metal Service Center Tax Department

Phone: (318) 747-8044

Phone: (318) 752-5025

Fax: (318) 752-5058

Email: [tax@mcelroymetal.com](mailto:tax@mcelroymetal.com)