

**North Second Street
Steel Supply, Inc.**
2212 North Second Street
Minneapolis, MN 55411
O: 612-522-6626
F: 612-522-1517

CREDIT APPLICATION AND AGREEMENT

website: www.northsecond.com

Garelick Steel Co
1900 North Second Street
Minneapolis, MN 55411
O: 612-521-8857
F: 612-521-9553

Company Information

Full Legal Name/Business Entity	Doing Business As (DBA)	Phone	Fax		
Billing Address	City	State	Zip		
Delivery Address (if different)	City	State	Zip		
Company Type (Please circle):	Proprietorship	Partnership	Franchise	Corporation	Other:
No. of Employees	Year Business Established	Annual Sales	Type of Business	Invoice E-Mail Address	Website
Federal Tax ID (If Incorporated)	State of Incorporation	State Sales Tax Exemption Number (Attach form)	Purchasing Contact		

Owners and Principals

Full Name (including middle initial)	Title	Social Security No.	Phone
Home Address	City	State	Zip
Full Name (including middle initial)	Title	Social Security No.	Phone
Home Address	City	State	Zip

Bank References

Bank Name	Account Number	Contact	Phone	
Address	City	State	Zip	Fax

Trade Credit References

Company Name	Phone	Fax	
Address	City	State	Zip
Company Name	Phone	Fax	
Address	City	State	Zip
Company Name	Phone	Fax	
Address	City	State	Zip

We hereby apply for credit and affirm financial responsibility, ability and willingness to pay invoices in accordance with published terms. The above information is warranted to be true and complete. We hereby authorize you to verify and collect information on us, including but not limited to bank references, trade credit references, consumer and/or commercial credit reports. We agree to pay a monthly finance charge of the maximum applicable state rate on all past due balances. If any default is made in payment of amounts due on this account, we agree to pay all costs of collection, including attorney fees, in accordance with the laws of Minnesota. In case of such default, the undersigned shall be deemed to have personally guaranteed all invoices which are owed by us to North Second Street Steel Supply Inc. We agree that all decisions with respect to the extension or continuation of credit shall be in the sole discretion of North Second Street Steel.

All of the terms and conditions on page 2 of this Credit Application and Agreement are incorporated herein by reference.

We certify that the individual signing this Credit Application and Agreement is an owner, officer, director or shareholder of the applicant.

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

GENERAL TERMS AND CONDITIONS OF SALE

1. Claims for deductions will not be allowed unless made within ten days from date of invoice. Credit will not be given for goods returned without consent. There will be no cash refunds, only merchandise credit. No returns will be allowed on any specially fabricated or custom made orders. All items returned with our consent will be subject to a 15 percent administrative restocking charge at our discretion.

All accounts not paid in full within thirty days of the date of the invoice are subject to a finance charge of 1 ½ percent per month (annual percentage of 18 percent) with a minimum charge of \$0.50. All accounts past due will be turned over for collection at Buyer's expense; and Buyer will be responsible for interest, court costs and attorney's fees. Buyer will be charged a fee of \$20.00 for each returned check. The agreement between Seller and Buyer shall be deemed made and executed in Minneapolis, Hennepin County, Minnesota; shall be interpreted in accordance with Minnesota law and venue for any legal proceedings herein shall be in Hennepin County, Minnesota.

2. **PRICE.** Prices may be increased or decreased by the amount of increase or decrease of interstate freight rates or published mill selling prices, if any, between those in effect on the date of acceptance of Buyer's order and those in effect on the date of shipment of goods described herein. If delivered price has been quoted, any charges at destination for spotting, switching, handling, storage and other accessorial services in demurrage shall be borne by Buyer; and any increase or decrease in transportation charges shall be added to the quoted price. Seller reserves the right to correct any obvious errors in specifications or prices. All sales are subject to applicable taxes and reasonable charges for forming, galvanizing and other services performed by Seller.
3. **DATES OF DELIVERY.** Factory shipment or delivery dates are best estimates of Seller and are not guarantees of a particular date of delivery. In no case shall Seller be liable for any consequential or special damages arising from any delay in delivery. Seller shall not be liable for failure or delay in shipping goods hereunder if such failure or delay is due to an act of God, war, labor, difficulties, accident, inability to obtain raw materials or any other causes of any kind whatever beyond the control of the Seller; and acceptance by Buyer of any goods shall constitute a waiver by Buyer of any claim for damages on account of any delay in delivery of such goods. Under no condition shall Seller be responsible for delays in jobs caused by delays in the receipt of final plans from Buyer's architect or engineering firm or from delays in jobs caused by failure in Buyer's approval of Seller's erection drawings, placing plans or shop details, if applicable.
4. **WARRANTY, NONCONFORMITY AND BUYER'S REMEDIES.** SELLER MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED. ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS HEREBY DISCLAIMED AND EXCLUDED BY SELLER FROM ANY SALE. SELLER SPECIFICALLY DENIES ADOPTION OF ANY MANUFACTURER'S EXPRESS WARRANTY. BUYER'S EXCLUSIVE REMEDY SHALL BE REPLACEMENT OF SUCH GOODS OR REPAYMENT TO THE BUYER OF THE PURCHASE PRICE PAID BY BUYER FOR SUCH GOODS, WHICHEVER SUCH REMEDY SELLER SHALL SELECT. IF SELLER ELECTS TO REPAY THE PURCHASE PRICE OF ANY SUCH GOODS AND SO ADVISES BUYER, BUYER MUST RETURN SUCH GOODS TO SELLER IMMEDIATELY. IN NO EVENT WILL SELLER BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. IN NO EVENT WILL SELLER BE LIABLE FOR DIRECT OR FORESEEABLE DAMAGES. SUCH GOODS SHOULD BE INSPECTED AND TESTED BY BUYER BEFORE USE IF THE GOODS, IN CASE ANY DEFECTS ARE FOUND IN THE GOODS, THE GOODS SHALL NOT BE USED; AND SELLER SHALL BE NOTIFIED AT ONCE, IF THE DEFECTIVE GOODS ARE USED, THIS USE SHALL BE CONSIDERED AN UNEQUIVOCAL ACCEPTANCE OF THESE GOODS AND CONCLUSIVE EVIDENCE THAT THESE GOODS ARE NOT AND WERE NOT DEFECTIVE AND ARE AND WERE OF THE CHARACTER AND TYPE ORDERED BY BUYER. SELLER'S WRITTEN OR ORAL DESCRIPTION OF MATERIALS OR USE OF A SAMPLE IS SIMPLY FOR IDENTIFICATION OF GOODS AND DOES NOT CHANGE, EXPAND OR OTHERWISE AFFECT THE LIMITATION OF WARRANTY SET FORTH HEREIN. Promptly after receipt and inspection of the goods, Buyer shall advise Seller in writing specifying any defect(s) of nonconformities or other claims Buyer may have against Seller with respect to such goods (other than claims on account of damaged goods or shortages or defects stated in connection with rejection which are subject to the provision on the face side hereof). If Buyer has any claims against Seller with respect to any goods, Buyer shall afford Seller a reasonable opportunity to inspect such goods and to correct the claimed defect, if any. Any action for breach of this contract must be commenced within one (1) year after the cause of action shall accrue, and no such action may be maintained which is not commenced within such period.
5. **TOLERANCES AND VARIATIONS.** All goods shall be subject to tolerances and variations consistent with usual trade practices regarding dimension, straightness, section, composition and mechanical property, and normal variations in surface and internal conditions and quality also shall be subject to deviations from tolerances and variations consistent with practical testing and inspection methods.
6. **QUANTITIES.** On certain commodities commonly recognized in the industry, Seller reserves the privilege of shipping over or under the ordered quantity in accordance with established practices of the industry which will constitute full and complete shipment of the material specified herein.
7. **SHIPMENT.** Unless otherwise expressly stated herein, shipment may be by carrier or other means selected by the Seller. Risk of loss to any goods priced at shipping point shall pass to Buyer upon delivery at such shipping point; risk of loss to any goods priced at destination shall pass to Buyer upon delivery at the destination specified.
8. **DUPLICATE ORDER.** Seller accepts no responsibility for duplication of orders not conspicuously marked as "confirming."
9. **FINANCIAL ABILITY OF BUYER.** In the event Seller, in its sole discretion has reasonable doubt of the financial ability of the Buyer to pay for materials, Seller shall be entitled to stop shipments, decline shipment, or halt materials in transit. All actions of Seller shall be without liability to Seller and such action shall continue until Buyer either pays for such material or otherwise provides Seller proof of Buyer's ability to pay for materials.
10. **MODIFICATION OF THESE TERMS AND CONDITIONS.** These general terms and conditions of sale may not be modified except in a writing signed by the President of Seller. Neither a failure of Seller to act nor any delay on the part of Seller to act or otherwise enforce its rights shall operate as a waiver of Seller's current or future rights against Buyer.

GUARANTY AND PERSONAL CREDIT REPORT AUTHORIZATION

"Supplier": North Second Street Steel Supply, Inc., d/b/a Garelick Steel, 1900 North Second Street, Minneapolis, Minnesota 55411

"Business": _____ Trade Name: _____
Business Address: _____
Phone: _____ Fax: _____ Email: _____

In consideration of the extension of credit to the Business, the undersigned guarantor ("Guarantor") hereby personally, absolutely and unconditionally guarantees payment of all present and future debts, liabilities, costs, fees and obligations (collectively "indebtedness") of the Business to the Supplier. Guarantor agrees that:

1. This is a continuing guaranty of all indebtedness and shall continue to be in force and be binding upon Guarantor until this Guaranty is revoked prospectively by written notice actually received by Supplier.
2. Supplier may enter into transactions resulting in the creation or continuance of the Business' indebtedness and additional indebtedness, without consent and notice to Guarantor. Guarantor waives all defenses, claims and setoffs pertaining to indebtedness. Guarantor, upon demand, will pay or reimburse Supplier for all costs and expenses (including reasonable attorneys' fees and costs) incurred by Supplier, regardless of whether litigation is commenced.
3. This Guaranty shall be governed by the laws of the State of Minnesota without reference to its conflicts of laws. The exclusive venue for this Guaranty shall be in state or federal court in Minnesota. Guarantor waives notice of the acceptance of this Guaranty by Supplier.

GUARANTOR: _____ Printed Name: _____
Signature Date: _____

Guarantor consents to and authorizes Supplier to obtain consumer credit reports now and periodically in the future and to use any consumer credit report in the ongoing credit evaluation of this Guaranty. Upon request, Supplier will provide Guarantor with the name and address of the Consumer Reporting Agency used. Guarantor understands this may potentially impact Guarantor's credit score.

GUARANTOR: _____ Date: _____ Soc. Sec No. _____

Certificate of Exemption

Purchaser: Complete this certificate and **give it to the seller.**

Seller: If this certificate is not fully completed, you must charge sales tax. Keep this certificate as part of your records.

This is a blanket certificate, unless one of the boxes below is checked, and remains in force as long as the purchaser continues making purchases, or until otherwise cancelled by the purchaser.

☐ Check if this certificate is for a single purchase and enter the related invoice/purchase order # _____

☐ If you are a contractor and have a purchasing agent agreement with an exempt organization, check the box to make multiple purchases for a specific job. Enter the exempt entity name and specific project:

Exempt entity name _____ Project description _____

Name of purchaser _____

Business address _____ City _____ State _____ Zip code _____

Purchaser's tax ID number _____ State of issue _____

If no tax ID number, enter one of the following: FEIN _____ Driver's license number/State issued ID number _____
State of issue _____ number _____

Name of seller from whom you are purchasing, leasing or renting

NORTH SECOND STREET STEEL SUPPLY, INC.

Seller's address _____ City _____ State _____ Zip code _____
2212 N. 2ND STREET MINNEAPOLIS MN 55411

Type of business.

- ☐ 01 Accommodation and food services
☐ 02 Agricultural, forestry, fishing, hunting
☐ 03 Construction
☐ 04 Finance and insurance
☐ 05 Information, publishing and communications
☐ 06 Manufacturing
☐ 07 Mining
☐ 08 Real estate
☐ 09 Rental and leasing
☐ 10 Retail trade

- ☐ 11 Transportation and warehousing
☐ 12 Utilities
☐ 13 Wholesale trade
☐ 14 Business services
☐ 15 Professional services
☐ 16 Education and health-care services
☐ 17 Nonprofit organization
☐ 18 Government
☐ 19 Not a business (explain) _____
☐ 20 Other (explain) _____

Reason for exemption.

- ☐ A Federal government (department) _____
☐ B Specific government exemption (from list on back) _____
☐ C Tribal government (name) _____
☐ D Foreign diplomat # _____
☐ E Charitable organization # _____
☐ F Educational organization # _____
☐ G Religious organization # _____
☐ H Resale
☐ I Capital Equipment

- ☐ J Agricultural production
☐ K Industrial production/manufacturing
☐ L Direct pay authorization
☐ M Multiple points of use (services, digital goods, or computer software delivered electronically)
☐ N Direct mail
☐ O Other (enter number from back page) _____
☐ P Percentage exemption
☐ Advertising (enter percentage) _____ %
☐ Utilities (enter percentage) _____ %
☐ Electricity (enter percentage) _____ %

I declare that the information on this certificate is correct and complete to the best of my knowledge and belief. (PENALTY: If you try to evade paying sales tax by using an exemption certificate for items or services that will be used for purposes other than those being claimed, you may be fined \$100 under Minnesota law for each transaction for which the certificate is used.)

Signature of authorized purchaser _____ Print name here _____ Title _____ Date ____/____/____