

# SERVICE STEEL & PIPE

a division of Service Steel Distributors LLC

PO BOX 7961 SHREVEPORT, LA 71137-7961

318-222-9462 1-833-256-8598 Fax 318-670-1725

## NEW CUSTOMER APPLICATION

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Date of Application \_\_\_\_\_

Registered Business Name \_\_\_\_\_

Names of Subsidiary or Division (if D/B/A) \_\_\_\_\_

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

Mailing Address \_\_\_\_\_

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

Email \_\_\_\_\_

Structure of Business: Corporation/LLC  Partnership  Proprietorship

Date Established: \_\_\_\_\_ Corporation, State of \_\_\_\_\_

Date of Incorporation: \_\_\_\_\_ Tax Exemption Numbers: State: \_\_\_\_\_

Parish/County \_\_\_\_\_ **(ATTACH EXEMPTION CERTIFICATES)**

Federal ID \_\_\_\_\_ SIC Code \_\_\_\_\_ NAICS Code \_\_\_\_\_

## CREDIT APPLICATION

Accounts Payable Contact: \_\_\_\_\_

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

Email or Fax to send Statements: \_\_\_\_\_

How do you wish to receive your invoice: Mail: (Y/N) \_\_\_\_\_ Fax: \_\_\_\_\_

Email (address) \_\_\_\_\_

## PURCHASING

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

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

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

Mailing Address \_\_\_\_\_

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

Email \_\_\_\_\_

Do you required Purchase Order Numbers: (YES) \_\_\_\_\_ (NO) \_\_\_\_\_

### CUSTOMER MATERIAL SHIPPING ADDRESS (please verify sales tax forms are for ship to locations)

Name of Subsidiary or Division (if D/B/A) \_\_\_\_\_

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

Shipping Address \_\_\_\_\_

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

Email \_\_\_\_\_

**NAMES OF INDIVIDUALS, OWNERS, PARTNERS, OFFICERS**

1. Name \_\_\_\_\_ Title \_\_\_\_\_  
 Home Address \_\_\_\_\_  
 City, State, Zip \_\_\_\_\_  
 Phone \_\_\_\_\_ Social Security Number \_\_\_\_\_  
 Percent of ownership \_\_\_\_\_

2. Name \_\_\_\_\_ Title \_\_\_\_\_  
 Home Address \_\_\_\_\_  
 City, State, Zip \_\_\_\_\_  
 Phone \_\_\_\_\_ Social Security Number \_\_\_\_\_  
 Percent of ownership \_\_\_\_\_

Buyer's Name \_\_\_\_\_

Accounts Payable Manager \_\_\_\_\_

Are purchase orders required? (YES) \_\_\_\_\_ (NO) \_\_\_\_\_

Credit Line Requested \_\_\_\_\_

**List Principal Trade References**

Name	Account Number	Phone	
		Fax	
Address	City	State	
		Zip	
Name	Account Number	Phone	
		Fax	
Address	City	State	
		Zip	
Name	Account Number	Phone	
		Fax	
Address	City	State	
		Zip	
Name	Account Number	Phone	
		Fax	
Address	City	State	
		Zip	
Name	Account Number	Phone	
		Fax	
Address	City	State	
		Zip	

Initials: \_\_\_\_\_

## CREDIT AGREEMENT

### AUTHORIZATION FOR RELEASE OF BANK INFORMATION

To Whom it May Concern,

The execution of the Credit Agreement below authorizes you to provide Service Steel & Pipe, a division of Service Steel Distributors, LLC, with information it requests regarding the status of Customer's account(s).

### TERMS

The undersigned, on behalf of the customer, agrees to the following credit terms:

1. The information furnished in the credit application is true, complete, and accurate. Service Steel & Pipe is authorized to obtain a credit report and other credit information on the Customer for the purpose of evaluating the creditworthiness of the Customer in connection with the credit application and agreement. Customer further agrees to provide such additional information to Service Steel & Pipe as it requests.
2. Customer agrees to pay all sums as they come due pursuant to invoiced payment terms. In the event that the applicant fails to make any payment hereunder when due, all amounts owed by the applicant to Service Steel & Pipe shall immediately become due and payable. The applicant shall also indemnify Service Steel & Pipe for any cost of collection, including, without limitation, reasonable attorney fees, and shall pay Service Steel & Pipe a service charge that takes effect thirty days after the end of the net due date. This charge shall be computed at an annual percentage rate of 18% (monthly rate 1.5%) where applicable by state law. In the event this account is referred to an attorney for collection and/or suit, applicant agrees to pay reasonable attorney fees, which are hereby fixed at 33.3% of the amount to be collected. applicant hereby agree that they intend legally to agree upon the rate of interest and manner of payment.
3. Customer shall remain or become liable for all amounts owing under this Agreement following a sale or transfer of Customer or its assets, or a change in the structure of Customer, unless Service Steel & Pipe consents to the transfer of Customer's account in writing and the transferee assumes all obligations hereunder and completes executes a new Credit Application and Agreement. Customer shall notify Service Steel & Pipe in advance of any sale, transfer or change in the structure of customer's business.
4. As security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all debts, liabilities, and obligations of the applicant to Service Steel & Pipe, whether now existing or hereafter arising, including claims for charges, expenses, or advances incurred or made by Service Steel & Pipe in connection with any shipment or transaction of the applicant, the applicant hereby grants to Service Steel & Pipe a continuing lien and security interest in all goods and other tangible personal property of the applicant

Service Steel & Pipe

Initial: \_\_\_\_\_

and in all documents of title with respect to goods as to which services are being provided by Service Steel & Pipe in each case which are now or hereafter in the possession, custody, or control of Service Steel & Pipe together with all proceeds thereof (the "Collateral"). The applicant hereby authorizes Service Steel & Pipe to file any and all financing or continuation statements, or amendments thereto, in all jurisdictions and in all filing office as Service Steel & Pipe may determine, in its sole discretion, are necessary or advisable to perfect the security interest granted to Service Steel & Pipe herein. This lien and security interest shall survive the delivery or release of any item of the Collateral.

5. The undersigned individual represents and warrants that he/she is duly authorized to execute and enter this Credit Agreement on behalf of the Customer.
6. Any credit account established under this Application may be terminated by Service Steel & Pipe at any time in its sole discretion of Service Steel & Pipe.
7. No provision, or any part of any such provision of the Credit Agreement, which may be stricken or deemed unenforceable, shall in any way invalidate the remainder of any such provision or any other provisions of this agreement, all of which shall remain in full force and effect.
8. The waiver by Service Steel & Pipe of a breach of or a default under any provision of the Application shall not be effective unless in writing and shall not be construed as a waiver of any subsequent breach of or default under the same or any other provision of the Application, nor shall any delay or omission on the part of Service Steel & Pipe to exercise or avail itself of any right or remedy that it has or may have hereunder operate as a waiver of any right or remedy.
9. This Application has been negotiated by the Applicant and Service Steel & Pipe and shall be interpreted fairly in accordance with its terms and without any construction in favor of or against either applicant or Service Steel & Pipe.

10. THE APPLICANT AGREES THAT THIS APPLICATION AND ANY CREDIT AGREEMENT ESTABLISHED HEREUNDER SHALL BE INTERPRETED, CONSTRUED, AND ENFORCED ACCORDING TO THE LAWS OF THE STATE OF LOUISIANA, WITHOUT GIVING CONSIDERATION TO LOUISIAN LAW REGARDING CONFLICTS OF LAW. THE APPLICANT CONSENTS TO THE NON-EXCLUSICE PERSONAL JURISDICTION OF THE STATE AND SUPERIOR COURTS OF CADDO PARISH, LOUISIANA AS AGREEMENT ESTABLISHED HEREUNDER AND WAIVES ALL RIGHTS TO A TRIAL BY JURY IN ANY SUCH ACTION PROCEEDING.

Signature of Company Officer or Principal: \_\_\_\_\_

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

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

Accepted, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by Service Steel & Pipe a division of Service Steel Distributors, LLC.

By: \_\_\_\_\_

**FOR OFFICE USE ONLY**

**PERSONAL GUARANTY**

The undersigned individual (the "Guarantor") personally and unconditionally guarantees prompt payment to Service Steel & Pipe. Of any of the obligations owed by the Customer. This personal guaranty is a continuing and irrevocable guaranty of payment. Guarantor waives notice of default and nonpayment. Guarantor agrees to pay all costs, expenses and attorneys' fees incurred in enforcing this guaranty, including without limitation, fees and costs incurred in a bankruptcy proceeding, whether or not a lawsuit is filed. Guarantor consents to the personal jurisdiction of the courts of the State of Louisiana and agrees that venue shall be place in Caddo Parish, Louisiana. This personal guaranty is governed by the laws of the State of Louisiana, without giving consideration to Louisiana Law regarding conflicts of law. Guarantor consents to Service Steel & Pipe obtaining a credit report for the purpose of evaluating his/her creditworthiness, in connection with an application for business credit.

Guarantor's Signature: \_\_\_\_\_

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

Accepted, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by Service Steel & Pipe a division of Service Steel Distributors, LLC.  
  
By: \_\_\_\_\_  
  
**FOR OFFICE USE ONLY**