

13500 - 156 Street Edmonton, Alberta T5V 1L3 Ph: (780) 447-9999 Fax (780) 447-5470

Toll Free: 1-800-661-6789 www.pricesteel.com

APPLICATION FOR CREDIT

APPLICATION FOR CREDIT	Date:					
"We, and	and	, being the princip	oals of			
apply for credit to the supply of goods and amounts owing by the Corporate Custome Mailing Address: (Head Office)	services to the Corporate Cus r or any of the principals."	stomer, jointly and severally,	and agree to indemnify	Price Steel Ltd. for		
Postal Code:		 How long in I	ousiness?			
Area Code: Telephone:			Owned Lea			
Shipping Address:		Landlord:				
		Brief Descrip	tion of Operation:			
Postal Code:	-					
Proprietorship	Corporation					
PRINCIPALS OR OWNERS:						
Names		ldress	Positions Held			
Name of Bank:	Bank Transit #:	Branch #:	Acct #:			
Bank Telephone:	Address:					
Bank Loans: Yes ☐ No ☐ How Secu	ire:	Name of person to contact at bank:				
		Bank Fax:				
Estimated Credit Required per month \$	Person to Co	ntact Re: Accounts Payable:				
TRADE REFERENCES: Names	Address	Telephone	Fax	How Long Dealt With		
			T UA			
Are purchase orders used: Yes □ No □		Do you require a statem	ent: Yes □ No □			
Do you want invoices or statement e-mailed:	Invoice Statement	E-Mail Address.				
Do you require MTR's? Printed?: ☐ E-Maile	d? E-Mail Address					
Credit Card: Visa ☐ Mastercard ☐ Cre	edit Card No.					
Card Holder Name		Evniru Data				
Card Holder Name:		Expiry Date:				

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TERMS & CONDITIONS OF SALE

SCOPE - These terms and conditions cover the sale of all materials listed or sold by Price Steel Ltd. hereafter referred to as the Company.

ACCEPTANCE OF ORDERS - Customer orders are accepted subject to satisfactory credit approval. Delivery may be delayed, without liability on the part of the Company, pending such approval. No terms and conditions of sale, on a customer order, at variance with the Company's terms and conditions of sale shall be binding on the Company, unless specifically agreed to by the Company in writing. No waiver by the Company at any time of one or more of the terms and conditions of sale shall operate or be construed to operate as a continuing waiver of such terms and conditions.

<u>DELIVERY OF SHIPMENTS</u> - All shipments are F.O.B. shipping point, except when noted in writing. On shipments made via common carrier, our responsibility ceases upon delivery of material in good order to the initial Transportation Company. All claims for goods, lost or damaged during transit, shall be entered by the consignee against the carrier.

<u>SHORTAGES OR VARIANCES</u> - No claims for shortages or variances covering material picked up or shipped on our vehicles, etc. will be considered unless presented by the customer within five (5) days after receipt of goods.

<u>DELAY IN SHIPMENT</u> - The Company will endeavor to do all possible to deliver goods in accordance with delivery dates specified. Under no circumstances will the company be liable for damages of any kind because of its failure to do so.

<u>PRICES</u> - All prices published or otherwise expressed, are subject to change without notice and supersede all previous price lists or understandings. All orders will be invoiced at prices in effect at time of shipment, unless otherwise agreed to by the Company in writing prior to shipment of goods. Material is subject to shipment in whole or in part, at the option of the Company, and each shipment is subject to immediate invoicing. Descriptions or illustrations shown in catalogues used by the Company are also subject to change without notice.

TERMS OF PAYMENT - Invoice showing terms of payment as net 30 days is subject to payment within 30 days from date of invoice. Cash discount if applicable, is to be based on the net amount of the invoice before any additions for taxes, transportation or other miscellaneous charges, provided such amounts are shown separately on the invoice.

INTEREST AND COSTS - Interest charges of twenty-four percent (24%) per annum calculated monthly (effective annual rate of 26.82%) will be made on all past due accounts and the customer shall fully indemnify the Company for all costs of collection, including without limitation, all collection agency costs and/or all legal fees and disbursements on a solicitor and his own client basis.

<u>TAXES</u> - Subject to such goods and services taxes and/or other taxes as are invoiced to the customer, exemption from taxes is extended to you without prejudice to ourselves to charge you with taxes at any subsequent date should the taxing authorities determine that the material covered by this invoice is taxable.

RETURNED GOODS - Permission must be received prior to returning any goods. Any request to return goods must be accompanied by the relevant invoice number. The Company has the right to refuse to accept return of any goods. Goods which are made to order, of obsolete design or used goods will not be accepted for return. All credits, if and when issued, except in the case of a Company shipping error, will be subject to our normal minimum return charge of 20%.

Final acceptance of returned goods is subject to examination to determine condition, etc. Goods returned remain the customer's responsibility until such time as a credit memo has been issued. The Company will appropriately notify the customer of a decision not to issue a credit memo. It will then be the customer's responsibility to advise disposal instructions within five (5) days, otherwise the material will be scrapped.

RESERVATION OF OWNERSHIP - Notwithstanding the foregoing, the goods shall remain the sole and exclusive property of the Company until the purchase price is paid in full.

<u>WARRANTY</u> - The Company will accept claims only to the extent of manufacturer's warranty. The Company will not be responsible for labour charges or consequential damage in connection with any material sold.

The Company neither assumes nor authorizes any persons to assume for it, any other liability in connection with the sale of goods, except in the cases of express warranties, which may be issued by the Company in writing, from time to time, with respect to particular goods. The Company makes no warranty of merchantability or fitness for any particular purpose.

NO REPRESENTATIONS - The Customer must rely entirely on its own inspection and knowledge of the goods being purchased, there being no representations, conditions, warranties or collateral contracts made by or on behalf of the Company other than as set forth herein.

<u>WAIVER, ALTERATION OR MODIFICATION</u> - No waiver, alteration or modification of any specification, term, warranty or condition applicable to the products and services furnished hereunder shall be binding upon the Company unless made in writing and signed by an authorized representative of the Company. Waiver by the Company of any breach of these provisions shall not be construed as a waiver of any further or other breach.

<u>APPLICABLE LAW</u> - The laws of Alberta apply to this agreement. The courts of Alberta shall have non-exclusive jurisdiction over this agreement and any dispute arising out of it or in relation to it. However, this paragraph shall not preclude any other court of confident jurisdiction over this agreement or any dispute arising out of it or in relation to it.

CREDIT AGREEMENT

	above Price Steel Ltd. or its agents to obta			ges on past-due accounts at the rate indicated istomer's bank or other sources, in order that a
I/we	principal)and	Of		(name of company)
customer(s) and will be personally work order is made out solely in t now or hereafter made by the Cor	r responsible jointly and severally with the C he name of the Corporate Customer. I/we v porate Customer. I/we acknowledge and ag r. I/we hereby confirm that I/we have read the	orporate Customer for any and all d vill jointly and severally indemnify the ree to be bound personally by all of	ebts incurred as a result of this C e Company and see the Compan the terms of this Agreement include	the Customer acknowledge that I/we am/are co- credit Agreement, whether or not the invoice or y paid for its account with respect to any order ding the payment of interest, costs of collection of this Agreement and I/we hereby agree to be
Dated at		, in the Province of		this
day of		, 20		
	 Principal	Principal		Witness

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