

# APOGEE STEEL FABRICATION

DIVISION OF RYERSON CANADA INC.

## CREDIT APPLICATION AND AGREEMENT

Legal Name ("Customer"): \_\_\_\_\_

Doing Business as (if different from above): \_\_\_\_\_

SIC or NAICS Code/Business Type: \_\_\_\_\_

Contact: \_\_\_\_\_ Business Phone: \_\_\_\_\_ Business Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

Bill to address: \_\_\_\_\_ Ship to address: \_\_\_\_\_  
(P.O. Box or Street address) (Street address)

\_\_\_\_\_  
(City, Province, Postal Code)

\_\_\_\_\_  
(City, Province, Postal Code)

Taxable: Yes \_\_\_\_\_ No \_\_\_\_\_

(If no, attach sales tax exemption certificate)

Accounts Payable Telephone Number: \_\_\_\_\_

Accounts Payable Email: \_\_\_\_\_

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

Email for Invoicing: \_\_\_\_\_

### Type of Business:

\_\_\_ Corporation

Division of \_\_\_\_\_ List owners, partners, officers and ownership percentage:

Jurisdiction of Incorporation \_\_\_\_\_ (Attach additional sheet if necessary)

Public \_\_\_\_\_ Private \_\_\_\_\_ Name \_\_\_\_\_ Title \_\_\_\_\_ % \_\_\_\_\_

\_\_\_ Partnership Name \_\_\_\_\_ Title \_\_\_\_\_ % \_\_\_\_\_

\_\_\_ Unlimited Liability Company Name \_\_\_\_\_ Title \_\_\_\_\_ % \_\_\_\_\_

\_\_\_ Sole Proprietor

Date business started: \_\_\_\_\_ Number of employees: \_\_\_\_\_ Annual sales/revenue: \$ \_\_\_\_\_

Estimated monthly purchases from Ryerson Canada Inc.: \$ \_\_\_\_\_ Fiscal Year End: \_\_\_\_\_

### STEEL/METAL TRADE REFERENCES:

Trade Reference Name: \_\_\_\_\_ City/Province/Postal Code: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Trade Reference Name: \_\_\_\_\_ City/Province/Postal Code: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Trade Reference Name: \_\_\_\_\_ City/Province/Postal Code: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

\*Bank Name: \_\_\_\_\_ \*City/Province/Postal Code: \_\_\_\_\_  
\*Phone: \_\_\_\_\_ \*Fax: \_\_\_\_\_ \*Contact Name: \_\_\_\_\_  
\*Bank Transit Number: \_\_\_\_\_ \*Account Number: \_\_\_\_\_

Customer represents and warrants that the information contained herein is true and correct and agrees that this Credit Application and Agreement is submitted to Apogee Steel Fabrication, division of Ryerson Canada Inc. and its successors and assigns ("Apogee Steel Fabrication"). Customer hereby authorizes its bank and business references, as well as any past or present creditors, to release information requested by Apogee Steel Fabrication that may be used to determine creditworthiness, both now and in the future. Customer represents and warrants that the credit accommodation provided will be used in the course of carrying on a business and not for personal, family, or household purposes. Customer agrees that if credit is extended, all credit and sales made shall be subject to the following:

1. Customer shall pay the full amount of the invoice(s) on the "Due Date," which is defined to be thirty (30) days from the invoice date or an alternate date if agreed to by Apogee Steel Fabrication in writing.
2. Late payments shall bear interest at the rate of 18% per annum, or the highest rate permitted by law, whichever is less, on all unpaid balances. Customer agrees to pay Apogee Steel Fabrication' reasonable legal fees and all other costs of collection of any unpaid past balance due.
3. Customer acknowledges receipt of and agrees hereafter to Apogee Steel Fabrication' **Terms and Conditions of Sale**, as set out below and as may be amended at Apogee Steel Fabrication' sole discretion at any time and from time to time and which form part of this Credit Application and Agreement (together, the "Agreement"). Customer agrees that all purchases of products and services from Apogee Steel Fabrication from the date hereof shall be subject to such Terms and Conditions of Sale (as the same may be amended).
4. This Agreement shall be continuing unless mutually terminated by both parties in writing. This Agreement may be executed in counterparts and may be executed and delivered by facsimile and all such counterparts and facsimiles together shall constitute one and the same agreement.
5. I certify (a) that I am an officer of Customer, knowledgeable of the financial conditions of Customer, and that I am empowered and authorized to enter into this Agreement on Customer's behalf; (b) that Customer is not an insolvent person within the meaning of Section 2(1) of the *Bankruptcy and Insolvency Act* (Canada), and is not the subject of bankruptcy, insolvency, or liquidation proceedings, and that Customer will immediately, in writing, notify Apogee Steel Fabrication if it becomes an insolvent person as defined above.
6. The parties to this Agreement confirm that it is their wish that this Agreement, as well as any other documents relating to this Agreement, have been and shall be drawn up in the English language only. Les signataires confirment leur volonté que la présente convention, de même que tous les documents s'y rattachant, soient rédigés en anglais seulement.

\*Customer Name: \_\_\_\_\_ \*Date: \_\_\_\_\_  
\*Signature: \_\_\_\_\_ \*Print Name: \_\_\_\_\_ \*Title: \_\_\_\_\_

*\*Please be sure to fully complete this page in order to avoid any approval delays. Thank you!*