



Fax: 818-841-8491 Tel: 818-919-0002

CREDIT APPLICATION

Failure to complete all items, particularly full names and addresses, may result in delay and inconvenience to you. Please be assured that all information will be held in strict confidence.

LEGAL NAME AND BILLING ADDRESS:

\_\_\_\_\_

Name

\_\_\_\_\_

P.O. Box and/or street address

\_\_\_\_\_

City

\_\_\_\_\_

Area Code Phone

\_\_\_\_\_

Area Code Phone FAX

Will you be purchasing for resale?

Resale Number: \_\_\_\_\_

Type of Business: \_\_\_\_\_

Person to Contact: \_\_\_\_\_

Year Business Started: \_\_\_\_\_

\_\_\_\_\_

Name and address of parent company

Relationship: ( ) Division ( ) Subsidiary

Will they guarantee? ( ) Yes ( ) No

Legal Ownership: ( ) Proprietorship ( ) Partnership ( ) Corporation

What State was business Incorporated? \_\_\_\_\_

What Year was business Incorporated? \_\_\_\_\_

Principals:

\_\_\_\_\_

Name

\_\_\_\_\_

Title

\_\_\_\_\_

Name

\_\_\_\_\_

Title

\_\_\_\_\_

Name

\_\_\_\_\_

Title

\_\_\_\_\_

Name and Address of Landlord/Mortgage Holder

TRADE REFERENCES:

\_\_\_\_\_

Name

Address

City/State/Zip

Phone

\_\_\_\_\_

Name

Address

City/State/Zip

Phone

\_\_\_\_\_

Name

Address

City/State/Zip

Phone

For the purpose of procuring and establishing credit from time to time with CELEBRITY METALS AND RECYCLING, INC., the undersigned applicant(s) for credit, collectively referred to as "CUSTOMER", jointly and severally agree(s) to be bound by the terms and conditions hereinafter set forth, which are incorporated by reference herein. Furthermore, the applicant(s) for credit represent(s) and warrant(s) that the information set forth in this credit application is true and accurate. The undersigned applicant(s) for credit authorize(s) CELEBRITY METALS AND RECYCLING, INC., to contact for further information any and all trade, bank and other references.

#### TERMS AND CONDITIONS

1. CUSTOMER agrees to pay all costs and attorney fees incurred in collection of all past due invoices and accounts.
2. Should any CUSTOMER checks be returned by their bank for any reason of insufficient funds, CUSTOMER agrees to pay twenty-five dollars (\$25.00) for each check returned to CELEBRITY METALS AND RECYCLING, INC., as a handling charge.
3. CELEBRITY METALS AND RECYCLING, INC., reserves the right at any time to revoke any credit extended to CUSTOMER because CUSTOMER'S failure to pay for goods when due or for any other reason deemed good and sufficient by CELEBRITY METALS AND RECYCLING, INC..
4. CUSTOMER represents and warrants that the information presented by the CUSTOMER in this application is true and correct. CELEBRITY METALS AND RECYCLING, INC., is authorized to contact all references contained in this application who are hereby authorized by the CUSTOMER to release any information to it relating to CUSTOMER'S credit worthiness.
5. All orders and contracts are subject to approval by CELEBRITY METALS AND RECYCLING, INC., Credit Department and CELEBRITY METALS AND RECYCLING, INC., General Sales Office.
6. CELEBRITY METALS AND RECYCLING, INC., may, at any time and in its sole discretion, require payment in advance or satisfactory security or a guaranted that invoices will be promptly paid when due. If CUSTOMER fails to comply with any terms of payment, CELEBRITY METALS AND RECYCLING, INC., reserves the right to withhold further deliveries or terminate the agreement of sale, without notice, and any unpaid amount shall thereupon become due.
7. CUSTOMER shall make payment based upon the date of CELEBRITY METALS AND RECYCLING, INC., invoice.
8. In consideration of forbearances to bring immediate legal action on past due invoices or accounts, CUSTOMER agrees to pay interest on said invoice(s) or accounts at five percent (5%) plus the Federal Reserve advance rate (specifically, the rate established by the Federal Reserve Bank of San Francisco on advances to member banks under Section 12 and 12a of the Federal Reserve Act.) on the 25<sup>th</sup> day of the month preceding the date the applicable invoices(s) or accounts became past due.
9. The laws of the State of California shall govern the validity, interpretation and enforcement hereof.

The above mentioned terms and conditions and any successor terms and conditions which are incorporated by reference herein are more particularly set forth on each CELEBRITY METALS AND RECYCLING, INC., invoice. In the event of any conflict between this credit application and the terms and conditions set forth in any applicable CELEBRITY METALS AND RECYCLING, INC., invoice, the terms set forth by the invoice shall prevail.

The undersigned has read this Credit Application and agrees to be bound by its statements, terms and conditions stated herein. The undersigned represents and warrants that he is duly authorized to sign this credit application on behalf of the CUSTOMER.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

In consideration of the extension of credit to CUSTOMER, by CELEBRITY METALS AND RECYCLING, INC., and as an inducement to CELEBRITY METALS AND RECYCLING, INC., to continue to extend credit to said CUSTOMER, the undersigned (hereinafter "Guarantors") jointly and severally, unconditionally guaranty the payment of any and all sums of money as are now, or at any time hereafter may be owing CELEBRITY METALS AND RECYCLING, INC., by said CUSTOMER, as a result of CELEBRITY METALS AND RECYCLING, INC., extension of credit, including attorneys' fees and costs which may be incurred by CELEBRITY METALS AND RECYCLING, INC., to enforce this Guaranty and/or to enforce its claims against CUSTOMER.

Guarantors agree to hold CELEBRITY METALS AND RECYCLING, INC., harmless from any loss, damage, expenses caused or arising out of default on the part of CUSTOMER. CELEBRITY METALS AND RECYCLING, INC., may proceed against Guarantors without being required to first proceed against the CUSTOMER and CELEBRITY METALS AND RECYCLING, INC., may proceed against any on of the Guarantors without waiving its rights to proceed against any of the remaining Guarantors. Guarantors waive notice of the following: extension of time or modification of terms, settlements or resolutions of disputes, modification of credit line, default of CUSTOMER.

This is intended to be and is a Continuing Guaranty and shall not be revoked except by written notice to CELEBRITY METALS AND RECYCLING, INC., not to make any further sales and deliveries on the security of this Guaranty and until the expiration of five (5) days after such notice shall have been received by CELEBRITY METALS AND RECYCLING, INC., by certified mail, return receipt requested. Any such revocation shall be effective only with respect to merchandise shipped or delivered after the expiration of said five (5) day period, and shall not affect, in any respect, liability incurred by Guarantors prior to that time.

\_\_\_\_\_  
Self

\_\_\_\_\_  
Self

\_\_\_\_\_  
Address City/State/Zip Phone