



International Application for Credit

13433 Emmett Road, Building P1 North
Houston, Texas 77041
Main: (281) 345-2115, Toll Free: (800) 847-5653, Fax: (281) 345-1156

Please complete the following information for review. All information will be held in confidence and used solely by this department for evaluating credit.

Legal Company Name: _____ Date: _____

Doing business as: _____ Website: _____

Phone: _____ Fax number: _____

Billing address: _____ Shipping address: _____

City: _____ State/Province _____ City: _____ State/Province: _____

Division of: _____ Subsidiary of: _____

Sole owner: Partnership: Corporation: Other: _____

LINE OF CREDIT REQUESTED (US DOLLARS): \$ _____

Principle owner: _____

A/P contact: _____ Email: _____

Purchasing contact or agent: _____ Email: _____

International D & B number: _____ VAT or GST (if applicable): _____

Type of business: _____

Number of years in business: _____ Approximate number of employees: _____

Bank name: _____ Bank phone number: _____

Account number: _____ Officer: _____

Trade References (Metal Suppliers Preferred)

Name: _____ Country: _____

Phone: _____ Fax: _____ Email: _____

Name: _____ Country: _____

Phone: _____ Fax: _____ Email: _____

Name: _____ Country: _____

Phone: _____ Fax: _____ Email: _____

Name: _____ Country: _____

Phone: _____ Fax: _____ Email: _____

Owners or Officers

Name: _____ Title: _____

Name: _____ Title: _____

Name: _____ Title: _____

PLEASE READ AND SIGN AGREEMENTS, TERMS AND CONDITIONS ON FOLLOWING PAGE.

Application cannot be processed without a signature.

Legal Company Name: _____

AGREEMENTS, TERMS AND CONDITIONS

1. CUSTOMER'S ACCEPTANCE OF TERMS: National Specialty Alloys shall hereinafter be referred to as "NSA", and the applicant shall be referred to as "CUSTOMER." The CUSTOMER desires to purchase goods and/or services from NSA, and CUSTOMER agrees in consideration thereof to be bound by the terms and conditions stated in this agreement. NSA hereby objects to any terms or conditions at variance with, different from or additional to those terms and conditions stated herein unless such terms and conditions are hereafter set forth in a writing signed by NSA. Anything herein to the contrary notwithstanding, no amendment to, or waiver, modification or deletion of, any of the terms and conditions stated herein shall be deemed effective unless any such amendment, waiver, modification or deletion, as the case may be, shall have been approved and accepted in writing by an officer of NSA.
2. THE OPEN CREDIT ACCOUNT: NSA reserves the right to approve, approve with conditions or disapprove any request for extension of credit in its sole discretion. The amount of credit extended to CUSTOMER will be determined by NSA and may vary from time to time. CUSTOMER waives notice of any change in CUSTOMER'S credit limit. All amounts charged to the open account are CUSTOMER'S responsibility. CUSTOMER agrees to pay any and all invoices, charges, fees and costs which CUSTOMER or any authorized person incurs on CUSTOMER'S account. Unless CUSTOMER notifies NSA in writing within five (5) days of any unauthorized use of CUSTOMER'S credit account, CUSTOMER agrees that any other person who incurs charges on CUSTOMER'S account is authorized to do so. Notwithstanding the foregoing, any and all contracts, certificates, invoices and other writings signed on behalf of CUSTOMER by any employee of CUSTOMER shall be deemed to have been executed on behalf of CUSTOMER with full authority.
3. OPEN ACCOUNT PAYMENT TERMS: All sums owing NSA by CUSTOMER shall be paid in accordance with the terms and conditions expressed on any written quotation signed by NSA and CUSTOMER, or on NSA's invoice. In the absence of such express terms and conditions, NSA's terms for CUSTOMER will be Net 30 days. CUSTOMER agrees to notify NSA in writing, of any error in any invoice within ten (10) days after the date of that invoice. If not so noticed, the invoice shall be deemed to be correct, and accepted as rendered.
4. CUSTOMER'S REPRESENTATIONS: Credit will be extended by NSA to CUSTOMER based on the information provided in this application. CUSTOMER agrees that any financial documents provided NSA are true and correct, and will provide NSA such documents, from time to time upon request. CUSTOMER represents to NSA that it is solvent as of the date of this agreement, and that any Financial Statement attached accurately reflects the present financial condition of CUSTOMER as of the date of this agreement. NSA is authorized to check CUSTOMER'S credit background.
5. DEFAULT: Failure to make timely payment as provided in paragraph 3 above shall result in all charges on the account being deemed past due. Whether or not expressed in any quotation or invoice, all sums past due shall bear an interest charge at the rate of one and one-half percent (1.5%) per month until paid in full. In addition, CUSTOMER agrees to reimburse and pay NSA for all expenses, costs, and attorney's fees (including in-house counsel fees) incurred or expended by NSA in enforcing any of its rights hereunder and/or collecting any past due sums, whether or not suit is commenced.
6. PURCHASE ORDERS: Issuance of a purchase order by CUSTOMER shall be deemed an acceptance of NSA'S terms and conditions contained herein, notwithstanding anything to the contrary in CUSTOMER'S purchase order documents. CUSTOMER acknowledges and agrees that issuance of a purchase order creates no burden on the part of NSA to verify its accuracy or validity, and goods or services that are provided to CUSTOMER pursuant to a purchase order shall be the full responsibility and obligation of the CUSTOMER.
7. SHORTAGES AND/OR DEFECTIVE OR DAMAGED GOODS: Any alleged shortages and/or defective or damaged goods received by CUSTOMER in connection herewith must be reported in writing by CUSTOMER to NSA within 10 days after delivery of said goods. Delivery of goods shall be subject to normal variations in weight, color, size, quantities, etc., as are standard in the trade. After such 10-day period, CUSTOMER shall be deemed to have irrevocably accepted the goods, if not previously accepted. After such acceptance, CUSTOMER shall have no right to reject the goods for any reason or to revoke acceptance. CUSTOMER hereby agrees that such 10-day period is a reasonable amount of time for such inspection and revocation.
8. CANCELLATION AND RETURNS: CUSTOMER may not cancel any order of goods without NSA's express, written consent. Any cancellation so authorized shall be subject to a cancellation charge of up to 15% at NSA's sole discretion. Unused goods, processed material or specially manufactured materials not normally carried in NSA's inventory may not, under any circumstances, be returned. The amount of credit, if any, allowed to CUSTOMER for returned goods shall be at the sole discretion of NSA.
9. GOVERNING LAW AND VENUE: Customer agrees that for and in consideration of NSA's extension of credit, this agreement is to be construed under the laws of the State of Texas, and that if legal action is brought to enforce this agreement, that Harris County, Texas, shall be the exclusive jurisdiction and legal venue for said action, unless NSA initiates said legal action concurrently against other parties to enforce statutory remedies (such as mechanic's lien, stop notices, payment bonds, etc.) in connection with a debt incurred by CUSTOMER; in such case, the jurisdiction and legal venue will be determined by the requirements of the Texas Civil Code or Code of Civil Procedure in order for NSA to enforce such statutory rights.
10. ASSIGNMENT: No right or interest in this agreement shall be assigned by CUSTOMER without the written permission of NSA, and no delegation of any obligation owed or of the performance of any obligation by CUSTOMER shall be made without written permission of NSA.
11. SEVERABILITY: If any term, covenant or condition of this agreement, or the application thereof to any person or circumstance, shall, to any extent, be invalid or unenforceable, the remainder of this agreement or the application of such term, covenant or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition of this agreement shall be valid and shall be enforced to the fullest extent permitted by law.
12. NON-WAIVER BY NSA: No waiver of any term, provision or other condition of this agreement by NSA, whether by conduct or otherwise, in any one or more instances, shall be deemed or construed as a further or continuing waiver of any such term, provision or condition or as a waiver of any other term, provision or condition of this agreement.
13. ACCEPTANCE / ENFORCEABILITY OF COPIES: CUSTOMER agrees that NSA may, at NSA's sole discretion, accept, utilize and rely upon a facsimile copy or photocopy of this agreement and the foregoing Continuing Personal Guaranty or Corporate Guaranty, in lieu of an original document. CUSTOMER acknowledges that, by transmitting a facsimile copy, electronic copy or photocopy of this document to NSA, CUSTOMER, and the Guarantor (if applicable), agree to be bound by the terms and conditions contained in this document to the same extent as if an original were transmitted to NSA. CUSTOMER, and Guarantor (if applicable), consent to NSA's use of this document and waive any right to object to the use of a copy in place of the original and any right to require Seller to subsequently produce an original document. This Credit Application and Agreement cannot be altered, amended, revised, or otherwise modified unless an officer of NSA provides prior written consent thereto.

THE UNDERSIGNED CERTIFIES THAT THE INFORMATION FURNISHED IN THIS APPLICATION IS TRUE AND CORRECT, AND THAT THE UNDERSIGNED HAS READ AND AGREED TO ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT NOTED ON PAGES 1 AND 2 OF THIS APPLICATION. OFFICER, AUTHORIZED AGENT OR OWNER SIGNATURE IS REQUIRED.

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CONTINUING PERSONAL GUARANTY

In consideration of the extension of credit to CUSTOMER by NSA and as an inducement to NSA 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 to NSA by said CUSTOMER, as a result of NSA's extension of credit, including attorneys' fees and costs which may be incurred by NSA to enforce this Guaranty and / or to enforce its claims against CUSTOMER.

GUARANTORS agree to hold NSA harmless from any loss, damage, and expenses caused or arising out of default on the part of CUSTOMER. NSA may proceed against GUARANTORS without being required to first proceed against the CUSTOMER, and NSA may proceed against any one 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 and default of CUSTOMER. This is intended to be and is a Continuing Guaranty and shall not be revoked except by written notice to NSA 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 NSA at the following address. 13433 Emmett Rd, Building P1 North, Houston, TX 77041, 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.

The undersigned, and each of them, agree(s) to be bound by all terms and conditions contained in this Credit Application and Agreement and in the invoices issued hereunder which are incorporated by this reference as though fully set forth in full.

GUARANTOR # 1:

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GUARANTOR #2:

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