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Lexington, SC 29073
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CREDIT APPLICATION AND SALES AND CREDIT AGREEMENT

You, the undersigned applicant, ("Buyer") are applying for credit with Metals and Alloys Co., LLC ("Seller"). If your request for credit is approved by us, you agree to abide by the terms and conditions of the Credit and Sales Agreement attached hereto with regard to all sales made based on credit extended by us to you. If you are submitting this application on behalf of an entity, you agree to personally guaranty all of the entity's financial obligations to us.

1. Company Name: 2. Phone: ()

3. Company Bill To: 4. Fax: ()

Company Ship To: 5. E-mail ()

6. County Fed Tax IDNo.: 7. Date Business Established:

8. Type of Business: 9. No. of Employees:

10. Are you sales tax except? Yes No If "yes," please attach your exemption or resale certificate.

11. Types of Products You Intend to Purchase:

12. Amount of Credit Requested : \$ 13. Terms Requested: Net 30 C.O.D. Credit Card

14. Check which is applicable to you:

- Corporation General Partnership Limited Partnership
LLC Sole Proprietorship Other :

15. State where your company is organized:

16. Have you or any of your affiliates ever had credit with us before or purchased from us before? Yes No

If yes, under what name?

17. Name and title of persons authorized to act on your behalf :

18. Trade References:

Reference #1 Name & Address :

Phone: ()

Reference #2 Name & Address :

Phone: ()

Reference #3 Name & Address :

Phone: ()

19. Bank References:

Bank #1 Account #: Phone: ()

Contact Person:

Name of Bank:

Address:

Bank #2 Account #: Phone: ()

Contact Person:

Name of Bank:

Address:

20. Financial Information about your Company :

D&B #

Current Assets : \$

Current Liabilities: \$

Approximate Annual Net Income: \$

21. Have you or your officers or affiliates ever filed a petition in bankruptcy? Yes No

22. Are you currently a defendant or plaintiff in any litigation? Yes No

If "yes," please describe:

23. Are you current in meeting your other financial obligations? Yes No

You declare that the above information is true, correct, and complete and is given to us to induce us to extend credit to you. You authorize us to make such credit investigation as we see fit, including, without limitation, contacting the above trade references and banks and obtaining credit and other applicable business reports and data. You authorize all trade references, banks and credit reporting agencies, and other applicable parties to disclose to us any and all information concerning the financial and credit history of the applicant:

I HAVE READ AND UNDERSTOOD THE TERMS AND CONDITIONS OF THE SALES AND CREDIT AGREEMENT ATTACHED HERETO AND MADE A PART HEREOF AND AGREE TO ALL ITS TERMS AND CONDITIONS. BY EXECUTING THIS CREDIT APPLICATION AND CREDIT AND SALES AGREEMENT, I, THE SIGNATORY BELOW, ALSO AGREE TO PERSONALLY GUARANTY PAYMENT FOR ALL EXTENSIONS OF CREDIT TO BUYER BY THE SELLER AS FURTHER SET FORTH IN THE CREDIT SALES AGREEMENT ATTACHED HERETO.

Name of Applicant:

Authorized Signature : Date:

Printed Name :

Title : Date :

**METALS AND ALLOYS CO., LLC
SALES AND CREDIT AGREEMENT**

This Credit Sales Agreement ("Agreement") is executed on the date set forth above ("Execution Date"), by and between Metals and Alloys Co., LLC, a South Carolina limited liability company, with a principle place of business at 5950-A Edmund Highway Lexington, SC 29073 ("Seller") and the credit applicant whose name and contact information is set forth herein below ("Buyer").

1. Sales Agreement. Upon receipt of Buyer's written or verbal purchase order(s), Seller agrees to provide certain goods to the Buyer in accordance with the terms and conditions of this Agreement as Seller may then be in the business of providing, on an as available basis, and as described in Buyer's purchase order(s), as Buyer shall submit from-time-to-time to Seller (the "Goods").

2. Price. Prices of Goods sold by Seller to Buyer shall be available to Buyer upon Buyer's request at any time during the term of this Agreement. Such prices may vary from time-to-time and without advance notice, unless confirmed in writing by Seller.

3. Seller's Confirmation. If Seller provides Buyer with written confirmation of any Buyer's purchase order(s), each such confirmation shall be deemed binding on Buyer unless Buyer notifies Seller of any error in Seller's confirmation prior to the commencement of processing any so confirmed Special Order or the shipment of any Non-special Order (defined herein below).

4. Extension of Credit. Seller shall extend credit to Buyer, on an order by order basis, for the purpose of Buyer's purchasing Goods from Seller in such total credit amount as Seller, in its sole discretion, may determine from time-to-time: including all principle amounts of credit extended to Buyer by Seller, together with interest on the unpaid balance thereon at a simple rate per annum equal to 18.0% or the minimum lawful rate, which ever is greater.

5. Payment. With respect to each order placed by Buyer with Seller, Buyer shall pay Seller the principle amount of credit extended for each such order, and all interest then due on such principle amount, within thirty (30) days of Buyer's receipt of such Goods. All payments shall be first applied to interest then due and the balance to principal then due.

6. Delivery. Goods for each order from Buyer shall be shipped on such basis as shall be requested by Buyer and agreed to by Seller with respect to each order. In establishing such basis, the parties shall use, if applicable, International Chamber of Commerce "Inco-terms."

7. Risk of Loss. The risk of loss from any casualty to the Goods, regardless of the cause, shall be as customarily implied in the delivery terms referenced in Section 5 of this Agreement.

8. Transfer of Title. Title to the Goods shall transfer as consistent with the generally accepted understanding for the shipment terms set forth in Section 5, above.

9. Delay. Seller shall be excused for any delay in performance due to acts of God, war, riot, embargoes, acts of civil or military authorities, fires, floods, accidents, quarantine restrictions, mill conditions, strikes, differences with workmen, delays in transportation, shortage of cars, fuel, labor or materials, or any circumstances or cause beyond the control of the Seller in the reasonable conduct of its business.

10. Term. The parties to this Agreement shall each have the right to terminate this Agreement at any time, with or without notice

or cause, provided that, with respect to any extensions of credit for orders placed or shipped prior to such termination, all of Buyer's obligations to Seller under this Agreement, and all of Seller's rights with respect to Buyer under this Agreement, shall survive such termination.

11. Personal Guaranty. Payment of all amounts by Buyer, if Buyer is a limited liability entity, is hereby irrevocably personally guaranteed by the signatory of Buyer ("Guarantor") set forth below. The Guarantor expressly waives presentment, protest, and notice of dishonor, and furthermore agrees that no amendment, modification, or extension of time with respect to any payments due hereunder shall effectuate a release of the Guarantor's obligations.

12. Security Interest. Buyer grants to Seller a security interest in the property of Buyer to secure such obligations as Buyer shall owe to Seller from time-to-time for Seller's extensions of credit with interest and other Buyer indemnities and obligations to Seller under this Agreement, without further action by either party, and without express reference to such obligations in this Agreement or in such obligations.

a. Collateral. The following described property, together with all additions and substitutions to such property, and all proceeds therefrom, shall constitute the collateral ("Collateral") for this Agreement: all of Buyer's: (1) personal property and fixture property of every kind and nature including, without limitation, all goods, inventory, equipment and any accessions thereto, in which Borrower now has or hereafter acquires any right; (2) instruments (including promissory notes); documents; accounts (including without limitation health-care-insurance receivables); (3) chattel paper (whether tangible or electric); (4) deposit accounts; (5) letter-of-credit rights (whether or not the letter of credit is evidenced by a writing); (6) securities and all other investment property; (7) any other contract rights or rights to the payment of money; (8) insurance claims and proceeds; (9) all general intangibles (including without limitation all payment intangibles); (10) and all right, title, and interest to any intellectual property (including without limitation trademarks, patents, copyrights, licenses or trade names) and trade secrets and other proprietary information; and (11) all leasehold interests and/or real property which Borrower now has or hereafter acquires.

b. Protection of Collateral. Buyer shall execute such financing statements and other documents, and do or cause to be done such other acts or things as Seller reasonably deems necessary to establish, perfect, and continue its security interest hereunder. Buyer shall pay all costs, expenses, charges and other obligations, including, without limitation, reasonable attorneys' fees, suffered or incurred by Seller to enforce or assert any one or more of its rights, powers, remedies and defenses under this Section 11.

c. Default. At any time upon or following the occurrence of one or more of the events of default set forth Section 13 of this Agreement, Seller may, at its option, assert or avail itself of any one or more of the rights, powers, remedies and defenses conferred upon Seller under the Uniform Commercial Code and other laws of the State of South Carolina, which laws shall generally govern the construction and interpretation of the sale of goods and secured transactions, or assert or avail itself of any one or more of the rights, powers, remedies and defenses conferred upon Seller under any other appropriate law or regulation, whether federal or state. Any and all proceeds resulting from the disposition of all or any part of the Collateral following the

occurrence of one or more events of default shall be applied to pay and provide for the obligations of Buyer to Seller, with any balance remaining to be paid to Buyer or its successors and assigns, as their respective interests may appear.

13. Acceptance of Goods. The Buyer shall have the right to inspect the goods on arrival, and within five (5) business days after delivery, the Buyer must give notice to the Seller of any claim for damages on account of condition, quality, or grade of the goods, and the Buyer must specify the basis of the claim of the Buyer in detail. The failure of the Buyer to comply with these conditions will constitute irrevocable acceptance of the goods by the Buyer.

14. Default. All payments for any or all extensions of credit and other debts and obligations owed by Buyer to Seller under this Agreement shall be, at the sole option of Seller, immediately due and payable in full upon the occurrence of any of the following events of default by Buyer or Guarantor, as applicable: (1) failure to make any payment due hereunder within, on, or before its due date; (2) breach of any condition of any security interest or guarantee granted as collateral security for Seller's extension of credit to Buyer; (3) breach of any term or condition of this Credit Sales Agreement; (4) death, dissolution, or liquidation of the Buyer or Guarantor or the threat thereof; (5) filing by Buyer or Guarantor of an assignment for the benefit of creditors, bankruptcy or other form of insolvency, or by suffering an involuntary petition in bankruptcy or receivership not vacated within thirty (30) days; or (6) the accumulated sale of a majority equity interest in Buyer, if an entity, or the sale of all or substantially all, of the assets of Buyer.

15. Buyer's Remedies. Unless otherwise mutually agreed, if any of the Goods furnished to the Buyer shall fail to conform to any specifications set forth in Buyer's purchase order(s) or to any express or implied warranty, the Seller shall replace such non-conforming Goods at the original point of delivery. Any transportation charges involved in such disposition shall be for the Seller's account.

The Buyer's exclusive and sole remedy with respect to any Goods that do not conform to this Agreement, or to any express or implied warranty, shall be to secure replacement thereof as foreshad. Seller shall not in any event be liable for any special, incidental or consequential damages to Buyer or any third-party by reason of the fact that any of the Goods do not conform to Buyer's specifications, set forth in its purchase order(s) or to any express or implied warranty.

The obligations of Seller to Buyer under this Agreement are contingent on the future availability and manufacturing costs of the Goods, which both parties to this Agreement acknowledge are beyond the control of Seller. Under no circumstances shall Seller be liable to Buyer or any third party in the event of the discontinuation of the production of the Goods, or revocation of credit extended to Buyer, or other actions, price increases, or omissions that make Seller's obligations under this Agreement impracticable or impossible.

16. Indemnification. Buyer agrees to indemnify and hold Seller harmless from any claim, damage, or cause of action resulting from any act or omission of Buyer, its directors, officers, members, managers, employees, agents, or independent contractors.

17. Delays: Seller will not be held responsible or liable for any consequential damages caused by delays in delivery under any circumstances, including, but not limited to, any factor beyond Seller's control, such as, fire, strikes, hurricanes, adverse weather, snow, ice, riots, shortages of materials, transportation delays, mechanical breakdowns, delays by Seller's vendors, etc.

18. Cancellations of orders: Orders for cut, coat and/or primed or painted material, special services, mill discounts, mill or vendor buyouts ("Special Orders") may be cancelled only with the Sellers written authorization obtained in advanced. Such cancelled orders may be subject to cancellation fee of up to 35% of the invoice. Orders for stock items that do not include any value added services ("Non-special Orders") may be cancelled at any time before shipping. However, if any items have been prepared for shipping or shipped, such cancelled orders may be subject to restocking fee of 25% of the quoted price of the order.

19. Returned goods: Merchandise, once received by Buyer, cannot be returned for credit without written authorization from Seller. Special Orders authorized to be returned due to an error made by Seller will be credited at the invoice price. Non-special orders authorized to be returned due to an error by the Buyer, will incur a restocking fee of up to 25% of the invoiced price, plus transportation and all other costs. All items authorized for return must be in the same condition as they were, immediately prior to shipment to Buyer.

20. Warranties. DEFECTS IN MATERIALS ARE SUBJECT ONLY TO ANY AVAILABLE MANUFACTURER WARRANTIES. THE SELLER DOES NOT OFFER WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES WHICH ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS AGREEMENT OR AS PROVIDED BY THE MANUFACTURER.

21. Miscellaneous.

a. Choice of Law. This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by South Carolina law, excluding any laws that direct the application of another jurisdiction's laws.

b. Attorney Fees Provision. In any litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded its reasonable attorney fees, and costs and expenses incurred.

c. Notice. Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered (a) in person, (b) by certified mail, postage prepaid, return receipt requested, (c) by facsimile, or (d) by a commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices shall be addressed in accordance with the addresses shown above, or to such other address as either party may from time to time specify in writing to the other party. Any notice shall be effective only upon delivery, which for any notice given by facsimile shall mean notice which has been received by the party to whom it is sent as evidenced by confirmation slip.

d. Modification of Agreement. This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or

modification of this Agreement shall be binding unless it is in writing and signed by all parties.

e. Severability of Agreement. If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part thereof shall be stricken from this Agreement, and such provision shall not affect the legality, enforceability, or validity of the remainder of this Agreement. If any provision or part thereof of this Agreement is stricken in accordance with the provisions of this section, then this stricken provision shall be replaced, to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the stricken provision as is legally possible.

f. Separate Writings and Exhibits. All attached or referenced *exhibits, schedules, or other separate writings* constitute a part of this Agreement and are incorporated into this Agreement by this reference. Should any inconsistency exist or arise between a provision of this Agreement and a provision of any exhibit, schedule, or other incorporated writing, the provision of this Agreement shall prevail.

g. Time of the Essence. Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

h. Construction. Whenever the singular number is used herein, the same shall include the plural; and the neuter, masculine and feminine genders shall include each other. If any language is stricken or deleted from this Agreement, such language shall be deemed never to have appeared herein, if such change appears specifically acknowledged by the parties to this agreement in each initialing such change, and no other implication shall be drawn therefrom. The language in all parts of this Agreement shall be in all cases construed according to its fair meaning. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

i. Execution. This Agreement may be executed in counterparts and by facsimile, all of which combined shall have the same force and effect as a signed original.

j. Consent to Jurisdiction and Forum Selection. The parties hereto agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the State and Federal courts located in the County of Richland, State of South Carolina. The aforementioned choice of

venue is intended by the parties to be mandatory and not permissive in nature, thereby precluding the possibility of litigation between the parties with respect to or arising out of this Agreement in any jurisdiction other than that specified in this paragraph. Each party hereby waives any right it may have to assert the doctrine of *forum non conveniens* or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this paragraph, and stipulates that the State and Federal courts located in the County of Richland, State of South Carolina shall have *in personam* jurisdiction and venue over each of them for the purpose of litigating any dispute, controversy, or proceeding arising out of or related to this Agreement. Each party hereby authorizes and accepts service of process sufficient for personal jurisdiction in any action against it as contemplated by this paragraph by registered or certified mail, return receipt requested, postage prepaid, to its address for the giving of notices as set forth in this Agreement. Any final judgment rendered against a party in any action or proceeding shall be conclusive as to the subject of such final judgment and may be enforced in other jurisdictions in any manner provided by law.

k. Jury Trial Waivers. To the fullest extent permitted by law, and as separately bargained-for-consideration, each party hereby waives any right to trial by jury in any action, suit, proceeding, or counterclaim of any kind arising out of or relating to this Agreement.

l. Force Majeure. No party shall be liable for any failure to perform its obligations in connection with any action described in this Agreement, if such failure results from any act of God, riot, war, civil unrest, flood, earthquake, or other cause beyond such party's reasonable control (including any mechanical, electronic, or communications failure, but excluding failure caused by a party's financial condition or negligence).

m. Assignment. Neither party shall voluntarily or by operation of law assign, hypothecate, give, transfer, license, or otherwise transfer or encumber all or part of its rights, duties, or other interests in this Agreement or the proceeds thereof, without the other party's prior written consent. Any attempt to make an Assignment in violation of this provision shall be a material default under this Agreement and any Assignment in violation of this provision shall be null and void.

n. Representation on Authority of Parties/Signatories. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.