



West Central Steel, Inc.  
 Credit Department  
 P.O. Box 1178, Willmar, MN 56201-1178  
 Toll Free: 1-800-992-8853  
 Fax: 1-800-670-7781  
 Email: credit@wcsteel.com

# Credit Application

Account Number: \_\_\_\_\_

Legal Business Name: \_\_\_\_\_ Date: \_\_\_\_\_

Billing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip +4: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Shipping Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip +4: \_\_\_\_\_

County: \_\_\_\_\_ Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Type of Business: \_\_\_\_\_ Year Started: \_\_\_\_\_ Number of Employees: \_\_\_\_\_

Business Legal Form: \_\_\_\_\_ Fed ID#: \_\_\_\_\_ Credit Requested: \_\_\_\_\_

Annual Steel Purchased in Tons: \_\_\_\_\_ In Dollars: \_\_\_\_\_

## TAX EXEMPTION

If tax exempt, please fill in the exemption number and complete the attached form. If not exempt, please provide the appropriate tax rates.

TAX EXEMPT: \_\_\_\_\_ State Tax %: \_\_\_\_\_ County Tax %: \_\_\_\_\_

City Tax %: \_\_\_\_\_ Local Tax %: \_\_\_\_\_

Sales Tax Exemption Number: \_\_\_\_\_

## CONTACT INFORMATION

Buyer: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Names of others authorized to order: \_\_\_\_\_

Check if P.O.'s are required.

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

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

How would you like to receive your invoices:

Fax \_\_\_\_\_  Email \_\_\_\_\_

## office use only

C.L. SM Terr#  STMT STS Approved / Refused by: \_\_\_\_\_ Date \_\_\_\_\_



# Credit Application

## OWNERSHIP

Principle Owner(s): \_\_\_\_\_

Home Address: \_\_\_\_\_

Social Security#: \_\_\_\_\_ Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

Principle Owner(s): \_\_\_\_\_

Home Address: \_\_\_\_\_

Social Security#: \_\_\_\_\_ Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

Related Business Ventures: \_\_\_\_\_

## BANK REFERENCE

See attachment

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact: \_\_\_\_\_ Phone Number: \_\_\_\_\_ Fax/Email: \_\_\_\_\_

Account Number: \_\_\_\_\_ Type of Account: \_\_\_\_\_

## TRADE REFERENCES

See attachment

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact: \_\_\_\_\_ Phone Number: \_\_\_\_\_ Fax/Email: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact: \_\_\_\_\_ Phone Number: \_\_\_\_\_ Fax/Email: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact: \_\_\_\_\_ Phone Number: \_\_\_\_\_ Fax/Email: \_\_\_\_\_



# Credit Application

**AUTHORIZATION TO OBTAIN CREDIT INFORMATION:** The applicant authorizes West Central Steel Inc. to contact references listed and obtain information that may be needed to establish a credit account with West Central Steel Inc.

**CERTIFICATION OF CREDIT APPLICATION RESPONSES:** The applicant certifies under the penalty of perjury that the statements contained in the application are true and correct. The applicant understands that West Central Steel Inc. intends to rely on all information presented in this application in determining credit worthiness.

**CREDIT TERMS:** All invoices are due ½% 10 days, all payments are due to West Central Steel Inc. 30 days from the invoice date. A service charge of one-and-one-half percent (1½%) per month, or eighteen percent (18%) per annum will be assessed on delinquent invoices but not to exceed the highest legal rate of interest legally allowed. Cash on delivery restrictions may be placed on any past due account.

**RETURNED CHECKS:** Any returned checks will be charged a return check fee of no less than \$25.00 and no more than \$40.00. Returned checks shall be replaced by the customer with a certified cashiers' check for the original amount plus the returned check fee.

**MODIFICATION OF TERMS:** No modification or waiver of any terms by the applicant will be enforceable without West Central Steel Inc.'s prior written approval. West Central Steel Inc.'s terms will govern to the extent of any discrepancy between West Central Steel Inc.'s terms and those submitted by applicant in any sales quotation, purchase order or similar document.

**LIMITATION OF LIABILITY:** Buyer's exclusive remedy, and West Central Steel Inc.'s only liability arising out of this contract, shall be replacement or repair of the goods, or credit of the purchase price paid by buyer, whichever remedy West Central Steel Inc. shall select. If West Central Steel Inc. elects to repay the purchase price, buyer must return the goods to West Central Steel Inc. immediately. Except for nonpayment by buyer, any action arising out of this contract must be commenced within one year from the date of delivery. **In no event will West Central Steel Inc. be liable for incidental or consequential damages, indirect, punitive, loss of revenue or profit, business interruption, business opportunity, or business losses.**

**GOVERNING LAW:** The applicant understands that this agreement is entered into in the state of Minnesota county of Kandiyohi and is governed by the internal laws (but not the conflict laws) of the state of Minnesota, and the applicant agrees that any collection action or lawsuit of any type may be filed in any court of competent jurisdiction in Minnesota, at West Central Steel Inc.'s discretion.

**ALTERNATIVE DISPUTE RESOLUTION:** The applicant agrees to submit all disputes to final and binding arbitration (or mediation) in Minnesota, in accordance with the American Arbitration Association or the National Association of Arbitrators (if arbitration is selected). The applicant agrees to be bound by the arbitrator's (or mediator's) decision.

**WAIVER OF THE RIGHT TO A JURY TRIAL:** The parties hereto knowingly and intentionally waive the right to a jury trial on any issue or dispute that may arise between them.

**FINANCIAL STATEMENT INFORMATION:** The applicant agrees to provide West Central Steel Inc. updated financial information upon request.

**CHANGE OF OWNERSHIP:** The applicant understands they must notify West Central Steel Inc. in writing and by certified mail of any change in ownership, the name of the business or structure of the business under which credit is established, within thirty (30) days of the date such change is effective.

**COLLECTION AND ATTORNEY'S FEES:** In the event of default, and if this account is turned over to an agency and/or an attorney for collection, the applicant agrees to pay all reasonable attorney's fees, and/or costs of collection whether or not suit is filed.

**SETOFF RIGHTS:** Seller and buyer agree that notwithstanding anything to the contrary contained herein or in any other contract, agreement or document, seller may offset any debt now and hereafter owing to buyer against any debt now or hereafter owing by buyer to seller including transportation charges.

**CERTIFICATE OF USE:** The applicant certifies that this request is for the extension of credit for business purposes only and not for the extension of credit for personal, family or household purposes.

**AUTHORITY OF SIGNATURE AND TITLE:** The person executing this agreement has the authority to bind the applicant and is authorized by the applicant to enter into the credit application terms and conditions:

Firm Name \_\_\_\_\_ Date \_\_\_\_\_

By \_\_\_\_\_ Title \_\_\_\_\_

**PERSONAL GUARANTEE:** I, the undersigned, do hereby guarantee payment, as individual, of any indebtedness incurred by virtue for any and all credit extended in accordance with the above agreement and all of its terms and conditions stated above:

Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_



# Credit Application

## RECEIVING & UNLOADING INFORMATION

### Receiving Hours

- M
- T \_\_\_\_\_ AM
- W
- TH \_\_\_\_\_ PM
- F

### Maximum Weights

Maximum Skid weight \_\_\_\_\_ lbs

Maximum bundle weight \_\_\_\_\_ lbs

### Unloading Information

- By Hand
- Forklift
- Overhead Crane
- Other

Special Packing Instructions: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Directions to your location: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

## RECEIVING & UNLOADING INFORMATION

Are Mill Certifications Required?  Yes  No  Upon Request

How would you like to receive Mill Certifications?  Fax  Email  With Truck  With Invoice

Email: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Special Instructions: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_