



# IMS / GEORGIA STEEL

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Atlanta, GA 30318 Atlanta, GA 30377 Fax: (404) 577-1977  
Website: www.imsgasteel.com

## CONFIDENTIAL CREDIT APPLICATION

INSTRUCTIONS: TOP HALF OF THIS APPLICATION MUST BE COMPLETED. YOU MAY ATTACH CREDIT REFERENCES. AN OFFICER OF THE COMPANY MUST SIGN THE APPLICATION. YOU MAY FAX THE APPLICATION HOWEVER, WE REQUEST THAT THE ORIGINAL CREDIT APPLICATION BE MAILED BACK TO US.

NAME OF COMPANY: \_\_\_\_\_ PHONE ( ) \_\_\_\_\_  
MAILING ADDRESS: \_\_\_\_\_ FAX ( ) \_\_\_\_\_  
CITY: \_\_\_\_\_ STATE \_\_\_\_\_ COUNTY \_\_\_\_\_ ZIP \_\_\_\_\_

\*SHIPPING ADDRESS: \_\_\_\_\_  
CITY: \_\_\_\_\_ STATE \_\_\_\_\_ COUNTY \_\_\_\_\_ ZIP \_\_\_\_\_

BUSINESS TYPE (CHECK ONE) CORPORATION ( ) PARTNERSHIP ( ) SOLE PROPRIETOR ( )

DATE BUSINESS STARTED OR INCORPORATED: \_\_\_\_\_ \*\*Dun & Bradstreet # \_\_\_\_\_ \*\*

NAME OF OWNER \_\_\_\_\_ SALES CONTACT \_\_\_\_\_

ACCOUNTS PAYABLE CONTACT \_\_\_\_\_ WILL YOUR PURCHASES BE TAXABLE? YES / NO  
IF NO, PLEASE ENTER SALES TAX EXEMPTION NUMBER BELOW.

CREDIT LIMIT REQUESTING: \$ \_\_\_\_\_ SALES TAX # \_\_\_\_\_ DATE \_\_\_\_\_  
(A SALES TAX NUMBER IS REQUIRED FOR ALL ACCOUNTS WHO DO NOT WANT TO BE CHARGED TAX -- IN GEORGIA, THIS MUST INCLUDE A GEORGIA SALES TAX EXEMPTION FORM)

### BANK INFORMATION:

BANK: \_\_\_\_\_ ACCOUNT NO. \_\_\_\_\_

BRANCH: \_\_\_\_\_ ADDRESS: \_\_\_\_\_

BANK CONTACT: \_\_\_\_\_ PHONE: ( ) \_\_\_\_\_

TRADE REFERENCES: (4 REQUIRED) Please circle Phone or Fax

FIRM: \_\_\_\_\_ ADDRESS: \_\_\_\_\_ PHONE/FAX: ( ) \_\_\_\_\_

FIRM: \_\_\_\_\_ ADDRESS: \_\_\_\_\_ PHONE/FAX: ( ) \_\_\_\_\_

FIRM: \_\_\_\_\_ ADDRESS: \_\_\_\_\_ PHONE/FAX: ( ) \_\_\_\_\_

FIRM: \_\_\_\_\_ ADDRESS: \_\_\_\_\_ PHONE/FAX: ( ) \_\_\_\_\_

By making this application, I/We understand that a routine credit investigation will be made, and hereby authorize IMS / GEORGIA STEEL to conduct such investigation. Payment is net 30 days from date of invoicing and I/We understand and agree that any credit granted shall be paid promptly in accordance with terms and agreements, that the credit grantor may add 1 1/2% per month to any balance owed, and in the event of default, to pay reasonable collection charges and/or attorney fees. I/We further agree to promptly, without fail, notify IMS / GEORGIA STEEL of any pertinent changes in ownership, address, or business status.

SIGNATURE OF OFFICER: \_\_\_\_\_ TITLE \_\_\_\_\_

PRINT NAME OF OFFICER: \_\_\_\_\_ DATE \_\_\_\_\_

**PLEASE FAX TO 404-880-7208 AND MAIL ORIGINAL. THANK YOU!**

TRADE CUSTOMS AND CONDITIONS OF SALE

1. **WE CERTIFY THAT THESE GOODS WERE PRODUCED IN COMPLIANCE WITH ALL APPLICABLE REQUIREMENTS OF SECTIONS 6, 7 AND 12 OF THE FAIR LABOR STANDARDS ACT AS AMENDED AND PRICES CHARGED ARE IN ACCORD WITH APPLICABLE GOVERNMENT PRICE REGULATIONS.**
2. **GOVERNING LAW** – Unless otherwise specified in Seller's acknowledgment, all orders are accepted by Seller at its General Offices in Atlanta, Georgia, and shall be governed by and interpreted in accordance with the laws of the State of Georgia. Manufacture, shipment and delivery are subject to any prohibition, restriction, priority, allocation, regulation or condition imposed by or on behalf of the United States of America or any other governmental body with appropriate jurisdiction which may prevent or interfere with fulfillment of any order.
3. **SALES CONTRACT** – Deliveries are quoted subject to prior sale unless otherwise stated. Price quoted is firm except for mill direct shipments, which are quoted subject to revision to price prevailing at time of shipment, unless otherwise stated. Stenographic or clerical errors are subject to correction. Seller is not liable for nondelivery of goods or delay in the performance of orders or contracts, or in the delivery or shipment of goods, or for any damages suffered by Buyer by reason of such nondelivery or delay when such nondelivery or delay is directly or indirectly caused by or in any manner arises from acts of God, wars, shortage of materials or supplies now or hereafter ordered or interruption or delay in the delivery thereof, plant breakdowns or disability for any cause whatsoever, strikes or other labor disturbances, delays or interruptions in transportation facilities, requirements or regulations or policies of any government, and all other disabling causes or contingencies reasonably beyond Seller's control.
4. **MODIFICATION OF TERMS** – Seller's acceptance of any order is expressly subject to Buyer's assent to each and all of the terms and conditions **set forth herein** and Buyer's assent to these terms and conditions shall be conclusively presumed from Buyer's acceptance of all or any part of the goods or services ordered. No addition to or modification of said terms and conditions shall be binding upon Seller unless specifically agreed to by Seller in writing. If Buyer's purchase order or other correspondence contains terms or conditions contrary to or in addition to the terms and conditions contained herein, acceptance of any order by Seller shall not be construed as assent to such contrary or additional terms and conditions or constitute a waiver by Seller of any of the terms and conditions contained herein. Any reference to Buyer's purchase order noted herein shall not affect or limit the applicability of the terms and conditions contained herein.
5. **ORDERS** – Orders by telephone are accepted at the risk of Buyer, as shipments made before receipt of confirmation are for the service of Buyer. To avoid the possibility of duplications, confirming orders should be clearly marked "Confirmation". Confirmation orders not so marked can be treated as original open orders at Buyer's expense and inconvenience. Orders cannot be cancelled or modified without the Seller's consent.
6. **CREDITS, PAYMENT TERMS** – Initial terms of payment shall be as set forth on the face of the invoice. Remittance shall be as directed by Seller. Buyer agrees that payment to a bank or depository designated by Seller shall not constitute payment in full or a final settlement of Buyer's account until accepted as such by Seller, notwithstanding any language to the contrary on Buyer's check, draft or other order. The maximum lawful service charges are applicable to unpaid invoices from the due dates thereof. Buyer agrees to pay Seller's cost of collection, if any, on overdue invoices, including reasonable attorney's fees. If the financial responsibility of Buyer is unsatisfactory to Seller's Credit Department, becomes impaired, or if Buyer fails to make any payment in accordance with the terms of this contract, Seller may at its sole option defer or decline to make any shipments hereunder except upon receipt of security satisfactory to Seller, or cash payment in advance of delivery, or Seller may terminate this contract, in which event all remaining unpaid amounts arising from this as well as any other contract(s) will immediately become due and payable.
7. **SETOFF** – Seller shall have the right to credit toward the payment of any monies that may become due Seller hereunder any sums which may now or hereafter be owed to Buyer by Seller or by any subsidiary or other affiliate of Seller.
8. **WARRANTIES** – Seller warrants only that the goods will conform to their description as herein stated, subject to tolerances and variations described in the following paragraph. SELLER MAKES NO OTHER WARRANTY EXPRESSED OR IMPLIED, AND SPECIFICALLY DISCLAIMS AND EXCLUDES ANY AND ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
9. **LIMITATION OF BUYER'S REMEDIES AND SELLER'S LIABILITY** – Buyer's remedies, with respect to any claim arising out of any order or Seller's performance in connection therewith, including, without limitation, any claim arising out of any defect or alleged defect in any goods or services furnished by Seller, shall be limited exclusively to the right of replacement of such goods or services, or, at Seller's option, to repayment of the purchase price therefore. Without any way limiting the generality of the foregoing, in no event shall Seller be liable for any consequential or incidental damages (including, without limitation, any loss of production or anticipated profits) or liability incurred by Buyer with respect to any goods or services furnished or to be furnished hereunder by Seller.  
  
It is expressly agreed that the liability of the Seller is limited, and that Seller does not function as an insurer. Buyer agrees that, except as provided herein, Seller is not liable for loss, harm or damage due directly or indirectly to any occurrence or consequences therefrom. If the Seller should be found liable to Buyer or anyone on any theory for loss, harm or damage, the liability of Seller shall be limited to the lesser of the actual loss, harm or damage, or the original purchase price of the goods in question sold to the Buyer. This liability is exclusive and regardless of cause or origin resulting directly or indirectly to person or property from (i) the performance or nonperformance of any obligation set forth in Seller's warranty as provided herein, (ii) any agreement between the Seller and Buyer (iii) negligence, active, passive or otherwise, of Seller or any of its agents, employees or independent contractors, (iv) breach of any judicially imposed warranty or covenant, (v) misrepresentation, or (vi) strict liability.
10. **TOLERANCES AND VARIATIONS** – All goods shall be subject to tolerances and variations consistent with usual trade practices regarding dimensions, straightness, section, composition and mechanical properties, normal variations in surface and internal conditions, and quality. All goods shall also be subject to deviations from tolerances and variations consistent with practical testing and inspection methods.
11. **INSPECTION** – Materials must be examined by Buyer immediately upon receipt to determine correctness of shipment as to quantity, size, grade, length and condition. Buyer must not cut, fabricate or otherwise use material without such examination and acceptance. **ALL CLAIMS FOR DEFECTIVE MATERIAL, SHORTAGE, ERRORS, OR ANY OTHER REASON MUST BE MADE WITHIN 3 DAYS OF RECEIPT. CLAIMS FOR DEFECTIVE MATERIAL, IF HONORED, WILL BE ADJUSTED ON THE VALUE OF THE MATERIAL ONLY, AND ON NO OTHER BASIS.**
12. **RETURNED GOODS** – Seller's permission must be obtained prior to the return of any material sold by Seller. Upon return, the material will be subject to inspection and credit will be issued based on its condition. Unless otherwise agreed, credit will be at invoice price less minimum discount of 15% to cover cost of handling and less all transportation charges, except where the fault lies with Seller. Materials requiring conditioning or redesign or of non-stock type cannot be returned, except by permission of the Seller and will be subject to Seller's terms.
13. **TECHNICAL ASSISTANCE** – Unless otherwise expressly agreed in writing, (a) any technical advice provided by Seller with respect to the use of goods or services furnished to Buyer shall be without charge; (b) Seller assumes no obligation or liability for such advice, or for any results occurring as a result of the application of such advice; and (c) Buyer shall have sole responsibility for selections and specification of the goods or services appropriate for the end use of such goods or services.
14. **NUCLEAR APPLICATION EXCLUSION** – It is expressly understood and agreed that Buyer will not use, cause to be used or make available for use, the product(s) described on the face hereof in any nuclear application including, but not limited to, use in connection with any nuclear reactor, any nuclear power generating system or any nuclear waste (or spent fuel) disposal project, unless written notice of the specific proposed or intended nuclear application has been given to Seller at the time of Buyer's offer for the product(s). Unless such notice has been given, any subsequent nuclear application of the product(s) is wholly unauthorized and shall be deemed to be unknown to, unforeseeable to, and unintended by Seller. **UNLESS SUCH NOTICE HAS BEEN GIVEN, BUYER SPECIFICALLY AGREES THAT AS TO NUCLEAR APPLICATIONS, THE PRODUCT(S) FURNISHED BY SELLER ARE FURNISHED WITHOUT ANY WARRANTIES WHATSOEVER, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IT IS FURTHER SPECIFICALLY AGREED THAT BUYER WAIVES ALL REMEDIES AND ANY CLAIM, INCLUDING ANY STATUTORY OR COMMON-LAW CLAIM, FOR CONTRIBUTION OR INDEMNIFICATION AGAINST SELLER WITH RESPECT TO ANY NUCLEAR APPLICATION OF THE PRODUCT(S) FOR WHICH SUCH NOTICE HAS NOT BEEN GIVEN.**
15. **IMPORTANT** – Buyer agrees that it has full knowledge of the terms and conditions set forth herein above, and on the reverse side hereof, and that the same constitute the entire agreement between Buyer and Seller and shall be binding upon the same if either the materials referred to on the reverse side hereof are delivered to or accepted by Buyer or if Buyer does not within ten (10) days from date of receipt hereof deliver to Seller written objection to said terms and conditions of any part hereof.

**FERROUS AND NON-FERROUS METALS – DURING MELTING OR BURNING, MAY RELEASE FUMES AND/OR DUST WHICH COULD IRRITATE IF OVEREXPOSED OR MAY BE HARMFUL IF INHALED.**

**REFER TO MSDS FOR DETAILS.**

*I have fully read the Trade Customs and Conditions of Sale, listed above, and accept the terms therein:*

SIGNATURE OF OFFICER: \_\_\_\_\_ TITLE: \_\_\_\_\_

PRINT NAME OF OFFICER: \_\_\_\_\_ DATE: \_\_\_\_\_

Clear Form



STATE OF GEORGIA  
DEPARTMENT OF REVENUE  
SALES AND USE TAX CERTIFICATE OF EXEMPTION  
GEORGIA PURCHASER OR DEALER  
EFFECTIVE JULY 1, 2000

To: \_\_\_\_\_ (SUPPLIER) \_\_\_\_\_ (MM/DD/YY) (DATE)

\_\_\_\_\_  
(ADDRESS)

THE UNDERSIGNED HEREBY CERTIFIES that all tangible personal property purchased or leased after this date will be for the purpose indicated below, unless otherwise specified on a particular order, and that this certificate shall remain in effect until revoked in writing. Any tangible personal property obtained under this certificate of exemption is subject to the sales and use tax if it is used or consumed by the purchaser in any manner other than indicated on this certificate. (Check proper box.)

- 1. Resale, rental or leased only, including but not limited to the purchase for resale of gasoline and other motor fuels.
- 2. Materials for further processing, manufacture or conversion into articles of tangible personal property for resale which will become a component part of the property for sale, or be coated upon or impregnated into the product at any stage of its processing, manufacture or conversion and nonreturnable materials used for packaging tangible personal property for shipment or sale. Containers or other packaging materials purchased for reuse are not exempt.
- 3. Machinery used directly in the manufacture of tangible personal property for sale purchased as additional, replacement or upgrade machinery to be placed into an existing plant in this State.
- 4. Direct Pay Permit authorized under Regulation 560-12-1-.16. The holder of a Direct Pay Permit must pay the 3% Second Motor Fuel Tax to suppliers on purchases of gasoline.
- 5. For use by Federal Government, State Government, any county, municipality or public school system of this State, when supported by official purchase orders or for use by Hospital Authorities created by Article 4, Chapter 7, of Title 7, and County or City Housing Authorities created by Article 1, Chapter 3 of Title 8. The State of Georgia, counties, municipalities, public schools, Hospital and Housing Authorities of Georgia must pay the 3% Second Motor Fuel Tax to suppliers.  
**A Georgia Sales and Use Tax Certificate of Registration Number is not required for this exemption.**
- 6. Aircraft, watercraft, motor vehicles and other transportation equipment manufactured or assembled, sold and delivered by the manufacturer or assembler for use exclusively outside this State, or delivery of the crafts is for the sole purpose of removing same under its own power when it does not lend itself more reasonably to removal by other means.  
**A Georgia Sales and Use Tax Certificate of Registration Number is not required for this exemption.**
- 7. Aircraft, watercraft, railroad locomotives and rolling stock, motor vehicles and major components of each, which will be used principally to cross the borders of this State in the service of transporting passengers or cargo by common carriers and by carriers who hold common carrier and contract carrier authority in interstate or foreign commerce under authority granted by the United States government. Replacement parts installed by carriers in such craft or vehicles which become an integral part of the craft or vehicle are likewise exempt. Private and contract carriers are not exempt.

\_\_\_\_\_  
(TYPE OF BUSINESS ENGAGED IN BY THE PURCHASER)

\_\_\_\_\_  
(COMMODITY CODE)

I declare, under penalties of false swearing, that this certificate has been examined by me and to the best of my knowledge and belief is true and correct, made in good faith, pursuant to the sales and use tax laws of the State of Georgia.

\_\_\_\_\_  
(PURCHASER'S FIRM NAME)

\_\_\_\_\_  
(CERTIFICATE OF REGISTRATION NO.)

\_\_\_\_\_  
(ADDRESS)

By \_\_\_\_\_ Title \_\_\_\_\_  
(SIGNATURE) (OWNER, PARTNER, OFFICIAL)

A supplier is required to have only one certificate of exemption form on file from each purchaser buying tax exempt. The supplier must exercise ordinary care to determine that the tangible personal property obtained under this certificate is for the purpose indicated. Suppliers failing to exercise such care will be held liable for the sales tax due on such purchases. For example, a supplier cannot accept a Certificate of Registration number bearing a "214" prefix since these are issued to a Contractor which has been deemed to be the consumer and is required to pay the tax at the time of purchase.