

**Fox Metals and Alloys, Inc.
Credit Application/Agreement**

Legal Business Name:		Date Established:	
Operating As:			
Phone No:	Fax No:	Email:	@
Billing Address:			
City:	State:	Zip:	Website: http://
Physical Address:			
City:	State:	Zip:	

Type of Business: ()Corporation ()State of Incorporation ()Partnership ()Sole Proprietor			
Federal ID Number:		Number of Employees:	
Style of Business: () MFG. () Distributor () Reseller () End User () Service			
A/P Contact:	Phone No.	Email:	@
Annual Sales:		Anticipated Dollar Purchase per Month:	
Signing Officer(s):			
Yr this Business Established:	D&B No.(DUNS No.):	Fiscal Yr End:	
Subject to Sales Tax () Yes () No - If not, please attach a copy of the sales tax exempt certificate			
Required PO Numbers on all Invoices () Yes () No			

Brands/Products Carried:	
Markets:() Local () National () International	Financial Statements () Enclosed () Not Enclosed

Officer(s)/Owner(s)	
1.Name:	Home Phone:
2.Name:	Home Phone:

Parent Co. Name:	
Does Parent Company guarantee Debts? () Yes () No	
(If yes, please give details):	
Parent Co. Address:	
City:	State: Zip:

1. Bank Name	Phone Number:
Address:	Fax Number:
City:	State: Zip:
Account Officer:	Checking Acct No. Savings Acct.No.
Loan Number:	

Trade References: (Please give at least 3 from Steel industry)	
1. Company Name	Phone Number
	Fax Number
2. Company Name	Phone Number
	Fax Number
3. Company Name	Phone Number
	Fax Number

By signing this credit application/agreement, the individual executing this Application below on behalf of Buyer, individually and personally, represents and warrants to Fox Metals and Alloys, Inc. that: 1) he/she is authorized to execute the Application on behalf of buyer; 2) the information set forth in this Application is accurate and complete; 3) Buyer agrees that the prevailing party in any proceeding to enforce this Guarantee or to resolve a dispute with Fox Metals and Alloy, Inc. will be entitled to recover its costs, including attorneys' fees, collection agency fee, from the other party; and 4) any legal action brought by Buyer will be in the jurisdiction of Harris County, and Buyer hereby submits to the jurisdiction of said courts. The laws of the State of Texas will apply. Buyer agrees to pay interest on any unpaid purchases, beginning 30 days after the payment due date, per our invoice, at the rate of 2% per month; 12% per annum, or the maximum judicial rate, whichever is less. Buyer also agrees to pay \$35.00 for each check issued by Buyer to Fox Metals and Alloys, Inc. which is returned to Fox Metals and Alloys, Inc. unpaid or marked NSF. In signing this Application, Buyer agrees to all of the above and hereby grants permission for credit information to be verified by company(ies) and financial institution(s) that the Buyer has specified on this document and others that Fox Metals and Alloys, Inc. becomes aware of during the credit review process and from time to time. The undersigned also understands that Fox Metals and Alloys, Inc. will retain the Application, whether or not it is approved, and that Fox Metals and Alloys, Inc. will consider this Application as a continuing statement of the undersigned's financial position and situation until notified otherwise by the Buyer. In order for Fox Metals and Alloys, Inc. to sell and to continue to sell to Buyer, Buyer hereby represents and warrants that it is solvent and that it pays its obligations as they become due. The preceding representation and warranty will be deemed to be repeated in each purchase by Buyer.

Faxed documents will be deemed as original. No oral agreements will be accepted. The terms on this credit application/agreement overrides all others.

Company Name: _____
Authorized Signature: _____ **Date:** _____
Signatory Name (pls. print): _____ **Title:** _____

PERSONAL GUARANTEE: The individual by signing this credit application/agreement is executing this Application on behalf of Buyer and personally guarantees, and agrees to be personally liable for failure of the performance by Buyer of, any and all of Buyers' obligation under this Application with Fox Metals and Alloys, Inc. including timely payment of any and all sums due to Fox Metals and Alloys, Inc. The personal guarantee also applies in the event that the Buyer declares Bankruptcy or applies for Bankruptcy protection.

Signature: _____ **Date:** _____
Guarantor's
Name: _____ **Title:** _____

This application must be completed in full in order to be processed. Please Email the document back to: karen@foxmetals.com Tel: 281-890-6666 A/R Fax: 713-937-0141 Sales Fax: 281-890-9224
FOX METALS AND ALLOYS, INC. Remit to: P.O. BOX 4346, DEPT 279
12660 FM 529 Houston, TX 77210-4346
Houston, TX 77041 Reference Invoice Number with Payment

TEXAS RESALE CERTIFICATE

Name of purchaser, firm or agency	Phone (Area code and number)
Address (Street & number, P.O. Box or Route number)	
City, State, ZIP code	
Texas Sales or Use Tax Permit Number (or out-of-state retailer's registration number or date applied for Texas Permit - must contain 11 digits if from a Texas permit) _____ (Mexican retailer's must show their Federal Taxpayers Registry (RFC) number on the certificate and give a copy of their Mexican registration form to the seller.)	

I, the purchaser named above, claim the right to make a non-taxable purchase for resale of the taxable items described below or on the attached order or invoice form:

Seller: _____

Street address: _____

City, State, ZIP code: _____

Description of items to be purchased on the attached order or invoice:

Description of the type of business activity generally engaged in or type of items normally sold by the purchaser:

The taxable items described above, or on the attached order or invoice, will be resold, rented, or leased by me within the geographical limits of the United States of America, its territories and possessions, or within the geographical limits of the United Mexican States, in their present form or attached to other taxable items to be sold.

I understand that if I make any use of the items other than retention, demonstration or display while holding them for sale, lease or rental, I must pay sales tax on the items at the time of use based upon either the purchase price or the fair market rental value for the period of time used.

I understand that it is a criminal offense to give a resale certificate to the seller for taxable items that I know, at the time of purchase, are purchased for use rather than for the purpose of resale, lease, or rental and, depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.

Purchaser sign here	Title	Date
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This certificate should be furnished to the supplier. Do not send the completed certificate to the Comptroller of Public Accounts.