

The undersigned hereby agrees that the terms of sale are 1/2% 10, net 30. 1/2% cash discount is earned ONLY if payment is received by the 10th day after the invoice date; net is due thereafter and becomes past due if not paid by the 30th day after receipt of invoice, and further, that a 1 1/2% service charge (18% per annum) will be added on any past due portion. In the event of default in payment, and if the same is placed in the hands of an attorney or collection agency, the undersigned agrees to pay all collection cost, including reasonable attorneys fees that any and all litigation shall be litigated in a competent court of jurisdiction in Broward County, Florida, and the undersigned does hereby certify that the information contained above is true and correct. The undersigned further agrees that any changes in ownership or officers or form that the business operates as shall be made known to McKINSEY STEEL & SUPPLY OF FLORIDA, INC. This notice shall be in writing and mailed to McKINSEY STEEL & SUPPLY OF FLORIDA, INC.

QUOTATIONS: All quotations made by the corporation or its agents are subject to prior sale and unless otherwise agreed, are binding only for immediate acceptance. All sales are made subject to strikes, accidents, or other acts of God or causes beyond the control of McKINSEY STEEL & SUPPLY OF FLORIDA, INC. The company reserves the right to cancel contracts for which complete specifications have not been given within the time agreed. Orders for Specially ordered or fabricated materials are not subject to cancellation or return without the prior written consent of McKINSEY STEEL & SUPPLY OF FLORIDA, INC.

CONFIRMATION OF ORDERS: Under normal circumstances, warehouse-stocked material is shipped the same day or the day following the receipt of your order. Accordingly, our telephone salespersons will check with you to ensure your order is correctly entered. Because shipments will, in most instances, be made prior to confirmation of your order. Applicant assumes the risk of errors. When confirming telephone orders in writing, you must clearly mark the orders as confirming.

CLAIMS: We guarantee to replace any defective material within a reasonable time, provided you have complied with the notification procedures required by the Uniform Commercial Code. If any material proves defective, through correct usage, or not in conformity with your specifications your sole remedy is replacement or a full or partial refund, as warranted by each individual case. Under no circumstances will McKINSEY STEEL & SUPPLY OF FLORIDA, INC. be held liable for any claims arising out of the use of the purchased materials, nor for labor or consequential damages.

CREDIT APPROVAL: This Credit Application, and the performance and/or acceptance hereunder shall at all times be subject to the approval of our credit department, and may be canceled at any time.

CANCELLATION: Orders cannot be canceled or modified except with our written consent and subject to restocking charges, which include, but are not limited to, protection of McKINSEY STEEL & SUPPLY OF FLORIDA, INC. against all jobs.

_____	_____
Signature	Title

Print Name	

To: McKINSEY STEEL & SUPPLY OF FLORIDA, INC.

Please sell and deliver to _____ or its representatives, on the above stated credit terms, such goods, wares and merchandise as it or its representatives may order or select, and in consideration whereof, I/we hereby fully guarantee and hold myself/ourselves personally responsible for the payment of the purchase price of all such goods, wares and merchandise so sold or delivered, whether evidenced by open account, acceptance, note or otherwise. I/we hereby waive notice of acceptance hereof, amounts of sales, dates of shipments or deliveries, notice of default in payment and legal proceedings against the purchaser.

This is intended to be, and shall be construed to be, a continuing Guaranty applying to all sales made by you to the aforesaid, and shall not be revoked by the death or incapacity of the Guarantor(s), but shall remain in full force and effect until I/we or my/our Executors or Administrators shall have given notice in writing to make no further advances on the security of this Guaranty, and until such notice shall have been received by you. It is understood and agreed that there is no limit to my/our liability under this guaranty.

Should it become necessary to place this guaranty with an Attorney for collection, suit, or other action, I/we hereby agree to pay all costs of such collections, suit or other collection action, including reasonable attorney's fees, and all litigation shall take place in a competent court of jurisdiction in Broward County, FL.

Signature Only X _____

Print Name _____