



# Severstal Credit Application

Credit line requested \$ \_\_\_\_\_ Salesperson \_\_\_\_\_

**Legal Name of Business** \_\_\_\_\_

Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

Nature of Business \_\_\_\_\_ Date Established \_\_\_\_\_

Place of Incorporation \_\_\_\_\_ Annual Sales \_\_\_\_\_

Proprietorship       Partnership       Corporation       Division       LLC

Federal Tax ID# \_\_\_\_\_ Sales Tax Exempt Certificate # \_\_\_\_\_ State of Issue \_\_\_\_\_

DUNS # \_\_\_\_\_ Rated by S&P (Y/N) \_\_\_\_\_ Moody (Y/N) \_\_\_\_\_ SIC Code \_\_\_\_\_

Publicly Traded (Y/N) \_\_\_\_\_ if yes; Ticker Symbol \_\_\_\_\_ Web Site \_\_\_\_\_

Affiliated Companies \_\_\_\_\_

**Principal Owner and or Officer Information:**

| Name/Title | Address | Phone Number |
|------------|---------|--------------|
| _____      | _____   | _____        |
| _____      | _____   | _____        |
| _____      | _____   | _____        |

**Preferred Method of Invoicing:**

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

Billing Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

A/P Contact: Name \_\_\_\_\_ Phone \_\_\_\_\_ E-mail \_\_\_\_\_

**ATTACHMENT REQUIRED:** Latest Audited Balance Sheet, Income Statement, and Cash Flow Statement. Please include a signed tax exemption form.

Bank Reference Name \_\_\_\_\_ Address \_\_\_\_\_ Phone \_\_\_\_\_

Bank Officer \_\_\_\_\_ Account Number(s) Type and Expiration Date \_\_\_\_\_

**Trade References:**

Name \_\_\_\_\_ Phone/Fax \_\_\_\_\_

Address \_\_\_\_\_

Name \_\_\_\_\_ Phone/Fax \_\_\_\_\_

Address \_\_\_\_\_

Name \_\_\_\_\_ Phone/Fax \_\_\_\_\_

Address \_\_\_\_\_

The Applicant certifies that the above information is true and accurate, and is submitted for the purpose of obtaining credit from any of the Severstal Companies (defined herein to include, without limitation, Severstal Dearborn, Inc.; Severstal Wheeling, Inc.; Severstal Warren, Inc.; Severstal Columbus, L.L.C.; Severstal Sparrow's Point, L.L.C., and their respective affiliated entities). The Applicant acknowledges and agrees that the information contained in this Credit Application may be shared among the Severstal Companies for the purpose of evaluating Applicant's credit worthiness. The undersigned also authorizes the references listed above to disclose any information necessary to assist the Severstal Companies in evaluating Applicant's credit worthiness. As a condition to receiving credit from the Severstal Companies, Applicant agrees to comply with Severstal's Standard Terms and Conditions of Sale, attached hereto with this Credit Application.

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

The above typed signature is a valid electronic signature

Printed Name/Title \_\_\_\_\_

## TERMS AND CONDITIONS OF SALE

1. **Acceptance and Approval:** The sale of products and services ("Goods") by seller as designated on the face hereof or attached writing (the "Seller") to the buyer (the "Buyer") is subject to Buyer's acceptance of the terms and conditions herein (collectively, the "Contract"). These are the only terms and conditions applicable to the sale of Goods, except for provisions relating to product price, quantity, specifications, delivery schedules and locations as elsewhere agreed to in writing by the parties. Issuance of a purchase order or acceptance of the Goods by Buyer constitutes acceptance of these terms and conditions. Any additional or different terms or modifications to these terms proposed by Buyer are expressly rejected by Seller and are not part of the Contract. All orders and shipments are subject to acceptance by Seller and approval of Seller's Credit Department.
2. **Price:** The purchase price shall be as stated on the face of the accepted purchase order, or as otherwise confirmed in writing by Seller. All prices are subject to change without notice. Seller reserves the right to add a surcharge to any stated price at any time. A surcharge may be imposed in the event of increased costs beyond Seller's reasonable control, such as, increased energy, raw material, transportation, regulatory or similar costs.
3. **Taxes:** Except where prohibited by law, all applicable sales, excise, use or similar taxes or charges for the sale of Goods will be in addition to the stated price. Buyer shall either (1) reimburse Seller for all such taxes or (2) deliver to Seller proper exemption certificate(s) in lieu of such reimbursement.
4. **Terms of Payment:** Payment terms are as stated on the face of the accepted purchase order, or as otherwise confirmed in writing by Seller. All amounts shall be paid in US\$. Overdue accounts may be subject to interest at the maximum rate permitted by law. If Buyer fails to fulfill the terms of payment or to comply with any other provision of this Contract, Seller may (a) defer performance under this and any other orders of Buyer (b) revise its terms of payment and/or credit (c) cancel the unshipped balance, or (d) without waiving any other rights it may have, terminate this Contract. Seller reserves the right before making any shipments to require from Buyer payment in cash or satisfactory security for performance of Buyer's obligations if, in Seller's opinion, the credit or financial condition of Buyer is, or is about to become impaired. In the event Buyer fails to make payment of the purchase price, including any surcharges or freight charges (if applicable) when due, Seller shall have the right to employ attorneys to collect the balance due and Buyer agrees to pay all collection costs incurred by Seller, including Seller's legal fees. Seller reserves the right to divide Buyer's order into separate shipments and invoice such shipments separately, in which case each shipment shall be deemed a separate Contract and payment thereof due in accordance with the terms hereof.
5. **Title and Shipment of Ready-to-Ship Goods:** Seller reserves the right to produce and ship all or any part of the Goods from any of its plants or facilities. Title to Goods, as well as the risk of loss, shall pass to Buyer upon delivery to the carrier at Seller's designated facility. All shipping and insurance expenses are assumed by the Buyer. Unless otherwise agreed by Seller, Buyer's Goods must ship within five (5) days of the ready-to-ship date. If Buyer fails to take shipment within the required period of time, Seller reserves the right to sell the Goods without notice or liability to Buyer. Buyer acknowledges and agrees that delivery dates are approximate and that Seller shall not be responsible for non-shipment of Goods, or delays in delivery due to causes beyond Seller's reasonable control. All sales of Goods are F.O.B. Seller's designated facility, unless otherwise agreed in writing by Seller.
6. **Transportation:** Neither Buyer nor any consignee of the Goods shall have the right to divert or reassign any shipment to any destination other than as specified in the bill of lading without permission of Seller. Unless otherwise agreed, Seller reserves the right to select the mode of transportation and routing and to ship loads of any quantity without charge to Seller.
7. **Damage in Transit:** Seller shall not be liable for Goods lost or damaged in transit. Buyer shall present all claims for loss or damage directly to the carrier. Seller shall incur no liability for damage, shortages, or other cause alleged to have occurred or existed at or prior to delivery to the carrier unless Buyer shall have entered full details thereof on its receipt to the carrier. A variation between Seller's and Buyer's scale weights up to 1% shall be a permissible variation.
8. **Rejections and Returns:** Buyer will be deemed to have inspected and accepted all delivered Goods unless written notice of rejection, specifying the basis therefore in reasonable detail, is provided to Seller within thirty (30) days after delivery. Buyer may not return, repair or discard Goods without Seller's prior written approval.
9. **Claims for Damaged/Non-Conforming Goods; Warranties and Damages:** Claims for damaged or non-conforming Goods must be made in writing, within thirty (30) days of Buyer's receipt of the Goods. Failure by Buyer to provide written notice within the thirty (30) day period shall constitute an absolute and unconditional waiver of Buyer's claim. Seller shall have a reasonable opportunity to investigate any claim for damaged or non-conforming Goods. Seller shall determine what remedial measures shall be taken, if any, to mitigate possible loss or damage to either party. Seller shall in no event be liable for labor charges or consequential damages arising from Buyer's purchase or use of damaged or non-conforming Goods or for the costs to move or store such Goods. Buyer's remedies with respect to any damaged or non-conforming Goods shall be limited exclusively, at Seller's option, to the right to replacement of the damaged or non-conforming Goods or to repayment of the purchase price. **THIS OBLIGATION OF SELLER IS EXPRESSLY IN LIEU OF ANY OTHER OBLIGATION OR OF ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS. IN NO EVENT SHALL SELLER BE LIABLE FOR SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, WHETHER ARISING UNDER CONTRACT, WARRANTY, TORT OR ANY OTHER THEORY OF LIABILITY.**
10. **Quality:** Except as otherwise agreed to in writing by Seller, the Goods furnished hereunder shall be manufactured in accordance with Seller's standard manufacturing practices and the specifications set out in the current edition of the American Iron and Steel Institute Steel Products Manual. All Goods, including those manufactured to meet an exact specification, shall be subject to: mill tolerances and variations consistent with good mill practices in respect to dimension, weight, straightness, section, composition and mechanical properties; to normal variations in surface and internal conditions and quality; to deviation from tolerances and variations consistent with practical testing and inspection methods; and to regular mill practice on over and under shipments. The Seller shall not be responsible for any deterioration in quality resulting from third party processing operations or improper use by the Buyer.
11. **Mill Inspection:** Where mill inspection is made by Buyer, Buyer's inspector shall be deemed the agent of Buyer with authority to waive specified tests and details of test procedures and to accept Goods as conforming to this Contract.
12. **Technical Advice:** Seller shall not be responsible for the results of any technical advice, including, but not limited to, advice rendered in connection with the design, installation or use of the Goods sold hereunder.
13. **Setoff:** Seller will administer on a Net Settlement Basis all of the accounts of the Buyer or its Related Companies arising from the sales order acknowledgements and other agreements the Buyer or its Related Companies have with Seller or its Related Companies. Net Settlement Basis means that, unless prohibited by law, the Seller may without notice set off and recoup against the Seller's accounts payable to the Buyer any amounts for which the Seller determines in good faith the Buyer or its Related Companies are liable to it or its Related Companies under any sales order acknowledgement or other agreements with the Buyer or its Related Companies. A Related Company is any parent company of the Seller or Buyer, as appropriate, and any subsidiary or affiliate in which any of them owns or controls at least 25% of the voting stock, partnership interest or other ownership interest. A set off and recoupment described above may include the actual professional fees and other costs of enforcement incurred by the Seller or Related Company. Buyer shall have no right of setoff.
14. **Accord and Satisfaction:** Checks or payments, whether full or partial, received from or for the account(s) of Buyer, regardless of writings, legends, or notations upon such checks or payments, or regardless of other writings, statements, or documents, shall be applied by Seller against any amount owing by Buyer with full reservation of all Seller's rights, without an accord and satisfaction of Buyer's liability.
15. **Termination by Buyer:** Accepted orders cannot be cancelled, rescheduled or modified without Seller's written consent. Any request by Buyer to cancel this Contract in whole or in part or to reschedule all or any part of the order must be by notice in writing to Seller. Any such cancellation or rescheduling shall be at Seller's option and subject to changes determined by Seller.
16. **Termination by Seller:** In addition to any other rights of Seller to terminate or suspend performance under the Contract, Seller may, upon written notice to Buyer, immediately terminate all or any part of the Contract or suspend performance under the Contract, without any liability to Buyer, (a) if Buyer (i) repudiates, breaches, or threatens to breach any of the terms of the Contract, or (ii) fails to accept or threatens not to accept Goods in accordance with the Contract, or (b) upon the occurrence or threat of insolvency or bankruptcy of Buyer. Upon termination of the Contract by Seller: (A) Seller shall be relieved of any further obligation to Buyer; (B) Buyer shall be liable to Seller for the immediate payment of amounts billed to date by Seller to Buyer; (C) Buyer shall purchase and pay Seller immediately for all unique raw materials, work in process and finished goods under the Contract; and (D) Buyer shall immediately reimburse Seller for all preparation and other expenses incurred by Seller in connection with the Contract and for all other losses or costs arising from termination.
17. **Force Majeure:** Seller shall not be liable for failure or delay in delivery or performance due to causes beyond its reasonable control, including, but not limited to, acts of God, acts of Buyer, acts of terrorism, wars, riots, strikes or other labor shortages or disturbances, fire, flood or other casualty, governmental regulation or requirements, inability to obtain or material increase in the cost of raw materials, supplies, fuel, power or other utilities, transportation facilities or materials, breakdown of equipment, mill conditions or any other causes beyond Seller's reasonable control whether of similar or dissimilar nature to those enumerated. In no event shall Seller be liable for any consequential damages, claims for labor or any similar damages resulting from failure or delay in delivery. Under any circumstance covered by this paragraph, Seller shall have the right to apportion its production and/or inventory among its customers, in its sole discretion, in such manner as it may consider reasonable.
18. **Ownership of Proprietary Materials:** Seller shall retain all intellectual property rights in all Goods, tooling and associated materials, furnished by Seller in connection with the Contract, including, without limitation, patents, utility models, design rights (and any pending applications), trademarks, copyrights, technical, business, economic or know-how information, trade secrets, confidential proprietary information, inventions, data, formulae, material compositions, drawings, specifications, and any right related thereto (whether or not patentable) that is not generally available to the public ("Proprietary Materials"). No Proprietary Materials created by Seller in connection with the Contract shall be considered "works made for hire" as that term is used in connection with the U.S. Copyright Act.
19. **Confidentiality:** In connection with the Contract, Buyer may have access to certain of Seller's confidential information ("Seller's Confidential Information"). Buyer shall use Seller's Confidential Information only for the purposes contemplated under this Contract and shall not disclose it to third parties, save for those of Buyer's employees and agents who need to know such information in connection with the Contract and who are bound by the terms of this paragraph. Buyer shall maintain the confidentiality of Seller's Confidential Information in the same manner, but in no event less than the manner, in which it protects its own confidential information. Upon termination of the Contract, Buyer shall return or destroy Seller's Confidential Information, at Seller's election. Buyer's confidentiality obligations shall survive termination of the Contract for so long as Seller's Confidential Information remains confidential. Seller shall be entitled to injunctive relief, from any court of competent jurisdiction to enjoin any violation of the foregoing covenants, without the necessity of proving immediate irreparable harm or an inadequate remedy at law.
20. **Compliance with Law:** The parties shall comply with all applicable federal, state, local and foreign laws, orders, rules, regulations and ordinances.
21. **Contract Work:** Buyer and Seller are independent contractors and nothing in the Contract makes either party the agent or legal representative of the other party for any purpose. Neither party has authority to assume or to create any obligation on behalf of the other party.
22. **Additional Clauses Required by Law/Severability:** Any clause required in an agreement of this type by an applicable law or administrative regulation having the effect of law shall be deemed to be incorporated herein. A holding that any term hereof is void or unenforceable shall not render void or unenforceable any other term or condition.
23. **Governing Law and Venue:** This Contract is governed by and shall be construed and enforced in accordance with the laws of the State wherein the relevant Severstal shipping facility resides. Venue for any action arising hereunder shall be proper, and each party hereby submits to the jurisdiction of the relevant State and federal courts located in such State.
24. **Integration and Waiver:** No terms or conditions, other than those stated herein, and no agreement or understanding, oral or written, in any way purporting to modify these terms or conditions, whether contained in Buyer's purchase or shipment release forms, or elsewhere, shall be binding on Seller unless hereafter made in writing and signed by Seller's authorized representative. Any and all prior proposals, negotiations, and representations regarding the subject matter set forth in this Agreement, are merged herein. Waivers by Seller or Buyer of any breach of this Contract shall not be construed as a waiver of any other breach.