19408 Kenswick Dr.♦ Humble, TX 77338
Phone 832.300.1030
Fax 832.300.1038
www.AceSteelSupply.net

CREDIT APPLICATION

Date:_____ Ace Sales Rep: _____

Legal Business Name: _____

Mailing Address: _____
Street/PO Box City State Zip

Shipping Address:_____
Street/PO Box City State Zip

Main Phone: _____ Fax: _____

AP Contact: _____ AP Email: _____

Purchasing Information

Credit Amount Requested: $_____ Purchasing Agent: _____

Do you Issue Purchase Orders? YES ☐ NO ☐

Purchasing Agent Main Phone: _____ Cell Phone: _____

Purchasing Agent Email: _____

Principal Officers, Partners, and/or Owners

NAME & TITLE	RESIDENT ADDRESS	RESIDENT PHONE #	TX DRIVER'S LICENSE #	SOCIAL SECURITY #

Type of Business

Proprietorship ☐ Partnership ☐ Corporation ☐ Limited Liability ☐ Other:
If Limited Partnership, Name and Address of General Partner: _____

Business Information

Years in Business: _____ If less than 3 years, please list former business name below

Name: _____ Number of Employees: _____

Yearly Revenue: $_____

Have any of your principals ever been in personal or business bankruptcy? YES ☐ NO ☐
If yes, list name of debtor and date of bankruptcy filing: _____

Federal Tax ID# _____ D&B#_____

Are you a tax-exempt entity? YES ☐ NO ☐ ***If YES, please attach a Sales and Use and/or Resale Certificate***

Resale # (if applicable) _____

Are you bonded? If so, with whom: _____

Financial Information ***(Most banks require a customer signature before releasing any information. To prevent any delay in processing your application please make sure to sign and date this application where indicated)***

1. Name of Bank _____ Account # _____
Average monthly balance: $_____

Contact Name _____ Phone: _____ Fax _____

2. Name of Bank _____ Account # _____
Average monthly balance: $_____

Contact Name _____ Phone _____ Fax _____

Business / Trade References ***(List suppliers with whom you have had an account for 6+ months)***

1. Company Name _____

_____
Address City State Zip

Contact Name _____ Phone _____ Fax _____

Email: _____

2. Company Name _____

_____
Address City State Zip

Contact Name _____ Phone _____ Fax _____

Email: _____

3. Company Name _____

_____
Address City State Zip

Contact Name _____ Phone _____ Fax _____

Email: _____

The applicant authorizes Ace Steel Supply, LLC, to contact the Banks and References listed herein, and authorizes the Banks and References listed herein to verify the information contained herein. A faxed copy of this Credit Application shall and may be treated as an original.

The applicant understands that the information furnished in this Credit Application is for the purpose of obtaining credit from Ace Steel Supply, LLC, and Ace Steel Supply, LLC, shall rely upon the information contained herein; and the applicant warrants and represents that the information contained herein is true, accurate and complete. The applicant agrees and acknowledges that any and all purchases from Ace Steel Supply, LLC, are subject to the Terms and Conditions of Sale attached hereto and incorporated herein. The Terms and Conditions of Sale are available online at

_____ _____
APPLICANT'S SIGNATURE PRINTED NAME

_____ _____
TITLE DATE SIGNED

ACE STEEL SUPPLY, LLC - TERMS & CONDITIONS OF SALE (revised 1.9.2026)

These Terms and Conditions of Sale (the "Terms") shall apply to the sale of all Goods (as defined below) by Ace Steel Supply, LLC ("Seller") to the customer (the "Applicant"). The Applicant agrees to be bound by all of the terms and conditions contained herein and Applicant's direction to Seller to proceed with furnishing Goods to Applicant, and/or the Applicant's execution of the Credit Application, shall constitute agreement to the Terms. Applicant does hereby expressly agree that all purchases made or to be made from Ace Steel Supply, LLC shall be according to these Terms.

The Applicant agrees and authorizes Ace Steel Supply, LLC to deliver goods, products, services, materials, supplies, wares, and merchandise ("Goods") with a printed delivery receipt or bill of lading, to be signed by the Applicant upon receipt of materials. The Applicant further agrees to pay for items delivered within specified payment terms, provided there is a signed delivery receipt or bill of lading.

All Goods are assumed received in the condition as ordered unless exception is noted on the delivery ticket or bill of lading. Ace Steel Supply, LLC will, therefore, not accept damaged and/or nonconforming Goods for credit and/or refund and/or replacement unless noted on original delivery ticket/bill of lading. A written notice of nonconforming Goods shall be made within three (3) days of the date of delivery. If exception is noted and notice is timely given as required herein, then Applicant's sole and exclusive remedy for such nonconforming Goods is replacement of the nonconforming Goods, or refund of the purchase price of nonconforming Goods, at Ace Steel Supply's sole discretion. Ace Steel Supply, LLC will not accept any returns of Goods after thirty (30) from delivery date. Goods picked up by Applicant at Ace Steel Supply, LLC's warehouse or at any of our locations must be inspected prior to acceptance and cannot be returned as damaged or nonconforming. Special order items when shipped as ordered are non-returnable and nonrefundable. Returned Goods are subject to a 25% restocking fee, which may be deducted from any refund due. Ace Steel Supply, LLC is not in any way obliged to accept any damaged, cut, mutilated, altered or otherwise "not suitable for resale" merchandise.

ACE STEEL SUPPLY, LLC HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED OR STATUTORY WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR ANY WARRANTY RESPECTING THE SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE OF ANY GOODS SOLD TO CUSTOMER OR ANY CUSTOMER OF THE CUSTOMER. Applicant shall not, in any event be entitled to, and Ace Steel Supply, LLC shall not be liable for, any indirect, special, incidental or consequential damages of any kind arising out of or related to the Goods, any purchase or sale of the Goods, this Credit Application, or any alleged breach hereof. Ace Steel Supply, LLC's liability for damages, if any, whether based on Ace Steel Supply, LLC''s negligence, breach of contract or otherwise, and no matter by whom asserted, shall not exceed the price of the particular Goods with respect to which such damages are claimed. Furthermore, Ace Steel Supply, LLC''s liability is limited to providing a reasonable credit and/or allowance in respect to such Goods, or replacement of the Goods specified on the invoice in which the Goods were originally billed. Applicant shall indemnify Ace Steel Supply, LLC. for any claims and/or proceeding by Applicant, or applicants of the Applicant, or any other party seeking damages beyond the scope of Ace Steel Supply, LLC's liability as stated in this paragraph.

Ace Steel Supply, LLC's terms of payment are net 30 days from date of purchase, unless stated otherwise. A finance charge of 1% monthly, or the maximum allowed by law will be accrued on invoices not paid by the due date. If not paid on or before said due date then Applicant may be subject to account suspension, and the Applicant shall be obligated to pay all costs and expenses incurred by Ace Steel Supply, LLC in collecting any past due amounts and delinquencies, including but not limited to costs, expenses, attorney and/or court fees. Payment is to be made in U.S. Dollars and transmitted to Ace Steel Supply, LLC by ACH payment, or other method as instructed by Ace Steel Supply, LLC.

Each purchase of Goods is subject to and each invoice is due and payable in accordance with all Terms and these Terms shall govern and control each purchase of Goods, notwithstanding any contrary or inconsistent provision in any purchase order, confirmation, or any other instrument prepared by the Applicant, its employee, and/or agents. Ace Steel Supply, LLC. may at any time, and from time to time, modify the limits of credit available to the Applicant and the terms and conditions upon which credit accommodations will be extended to the Applicant. If in the judgment of Seller the financial condition of Applicant, any guarantor or other circumstances at any time prior to delivery of the Goods does not justify the Seller incurring costs, expenses and/or liabilities in connection with the order, Seller may require payment in full or in part in advance of delivery, or payment security satisfactory to Seller, or may terminate the order.

Ace Steel Supply, LLC. is hereby authorized at any time, and from time to time, to generate and/or obtain one or more credit and/or investigative reports from credit reporting agencies and/or others regarding the Applicant, its owners, partners, principals, officers, and any guarantor of the Applicant's obligations, and Applicant shall indemnify Ace Steel Supply, LLC., and its agents from any liability resulting from the credit survey.

In no event shall Seller be liable for non-delivery or any delay in delivery of the Goods or for failure or delay in the performance of any other obligations under any order arising directly or indirectly from acts of God, unforeseeable circumstances, acts (including delays or failure to act) of any governmental authority (de jure or de facto), war (declared or undeclared), riot, revolution, priorities, fires, floods, weather, strikes, labor disputes, sabotage, epidemics, factory shutdowns or alterations, processing equipment breakdowns, embargoes, delays or shortages in transportation, delay or inability to obtain or procure labor, manufacturing facilities or materials, failure to obtain timely instructions or information from the Applicant, or causes of any other kind beyond Seller's reasonable control. The foregoing provision shall apply even though such causes may occur after Seller's performance of its obligations has been delayed for other causes.

The Applicant agrees that the continued solvency of the Applicant is a precondition to any extension of credit made by Ace Steel Supply, LLC, to the Applicant. On request, the Applicant agrees to provide Ace Steel Supply, LLC with a sworn statement representing that the Applicant is and remains solvent and in good standing with their state of formation. Applicant hereby grants to Ace Steel Supply, LLC a security interest in any and all Goods purchased hereunder, together with the proceeds thereof, as security for Applicant's payment and other obligations hereunder, and Applicant agrees to execute such financing statements or other documentation as reasonably requested by Ace Steel Supply, LLC to evidence and perfect such security interest.

The Credit Application and these Terms and Conditions of Sale shall be governed by and construed in accordance with the laws of the State of Texas, and venue for any action arising out of or related to the foregoing, the Goods or any purchase or sale of Goods shall be in Harris County, Texas, and **CUSTOMER HEREBY EXPRESSLY WAIVES THE RIGHT TO A TRIAL BY JURY IN ANY SUCH ACTION.** These Terms remain evergreen unless replaced by a newly executed and later dated document and shall be binding upon any other organization in which Applicant may have or acquires a beneficial interest, which purchases Goods from Seller.

PERSONAL GUARANTY

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the applicant(s) Guarantor(s) do severally and unconditionally guarantee and agree to pay ACE STEEL SUPPLY, LLC, its affiliates, subsidiaries and assigns (collectively hereafter "ACE") at its address at 203 Blue Bell Road, Houston, Texas 77037, any and all indebtedness or other liability of every kind and character, without limit as to an amount, which
("Business") may now or at any time owe ACE by reason of purchase from ACE of goods, materials, products, wares, merchandise, or supplies and services of any kind, and all attorney's fees and other collection costs incurred in connection therewith (jointly and severally referred to as the "Debt").

Guarantor(s) hereby severally waive notice of acceptance of this guarantee and all other notices in connection herewith or in connection with the Debt guaranteed hereby, and waive diligence, presentment, protest, and suit on the part of ACE in the collection of any Debt hereby guaranteed, and agree that ACE shall not be required to first endeavor to collect from Business any Debt hereby guaranteed, or to foreclose, proceed against or exhaust any collateral or security for any Debt hereby guaranteed, before requiring Guarantor(s) to pay the full amount of the liability hereby created. Suit may be brought and maintained against any one of or more of the applicant Guarantor(s), each of which are jointly and severally liable to ACE for any Debt, at the election of ACE without joinder of Business or the other applicant Guarantor(s) as parties thereto.

If any of the sum due to ACE by Guarantor(s) here under is placed in the hands of an attorney for collection, or is collected through probate, bankruptcy, or other court proceeding, then the applicant Guarantor(s) promise to pay ACE, its reasonable attorney's fees for such collection. Should the status of the Business change through merger, consolidation, or otherwise, this agreement shall continue and shall cover all Debt under the new status of the Business.

This is a continuing guarantee and shall apply to and cover all Debt and renewals thereof abovementioned or described. Any Guarantor may terminate his respective liability hereunder only by written notice that he will not be liable for any Debt created or arising after giving such notice (which notice shall not be deemed to have been given until actually received by ACE). The obligation of all Guarantor(s) who shall not have given such notice, however, shall as to all Debt created, incurred, or arising after the giving of such notice, remain and continue as if such Guarantor(s) had been the only Guarantor(s) signing this instrument. If any Guarantor(s) dies or becomes incapacitated, his estate shall be bound hereby until his personal representative shall give such notice. Such notice shall not be effective as to existing Debt created before such notice of termination.

Each Guarantor shall remain liable for the Debt even though the Debt shall be unenforceable against or uncollectible from the Business or any other person because of incapacity, lack of power or authority, discharge, or any other reason.

ACE may assign its rights hereunder in whole or in part, and upon any such assignment all the terms and provisions of this Personal Guaranty shall inure to the benefit of such assignee, to the extent so assigned.

This agreement shall bind Guarantor(s) and their respective heirs, administrators, personal representatives, successors, and assigns. Each Guarantor shall include all genders, and the singular shall include the plural, and the plural the singular, as the context shall require.

This agreement is made under and shall be governed by, and construed in accordance with the laws of Texas, and is performable in Harris County, Texas. Venue for any action arising out of or related to this agreement shall be in Harris County, Texas. ACE is relying and is entitled to rely upon any and all of the provisions of this agreement. If any provision or provisions of this instrument shall be held to be invalid, unenforceable or ineffective, then such provision or provisions shall be deemed stricken from this agreement, and all other provisions shall continue in full force and effect notwithstanding.

The applicant duly consent(s) to ACE obtaining a "Consumer Credit Report" for the purpose of evaluating the creditworthiness of the Guarantor(s) in connection with this Personal Guaranty and the Business's Credit Application for business credit.

Guarantor(s) understand(s) and acknowledge(s) that they/he/she are personally liable for payments of the Debt described herein, including but not limited to invoices for products, wares, merchandise, supplies, services, goods, materials, and/or labor provided by ACE to the Business.

Executed this _____ day of _____,20

Signature of Guarantor | Guarantor's Name Typed or Printed

Guarantor's Home Address Street / PO Box | City | State | Zip

Guarantors Social Security Number | Driver's License No. | State | Date of Birth | Today's Date

Signature of Guarantor | Guarantor's Name Typed or Printed

Guarantor's Home Address Street / PO Box | City | State | Zip

Guarantors Social Security Number | Driver's License No. | State | Date of Birth | Today's Date

SHIPPING INSTRUCTIONS

1. Texas Sales and Use Tax Resale Certificate. Please submit a completed certificate if your account if tax exempt. If you're company does not have a physical location in Texas, you are not required to provide a tax-exempt certificate and are automatically exempt from sales tax. Please be advised that Ace Steel Supply cannot be held liable for paying any sales tax that is owed by your company.
   This form can be found at www.comptroller.texas.gov/taxinfo/taxforms/01-339.pdf

2. MTR'S Required? Yes or No

3. How do you unload? Forklift, Crane or other _____

4. What's you're maximum lifting capacity? _____ lbs.

5. Do you use 60" wide Galvanized coils? Yes or No
   If so, what is your maximum coil weight? _____

6. What are your receiving hours? _____

7. Would you like to receive your invoices by:
   Email _____Ace preferred method

   Fax _____

   Or Regular Mail_____

   Our system will allow us to send by both email and fax at the same time if that helps you.

8. If you are a customer that requires skids, we will pick up the empty skids we deliver your next order, or you can bring them back for exchange if you pick up at our warehouse. Call any time you have a quantity of skids in your way, and we will be glad to pick them up.

9. Special Instructions _____

_____

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