**PROVISIONS**

1. The terms and conditions of this application shall, upon extension of credit by the company, constitute an agreement of sale.

2. Should credit availability be granted by seller/creditor, all credit shall be extended at the sole discretion of seller/creditor. Seller/creditor may increase, decrease or terminate any credit availability at any time within its sole discretion.

3. The applicant/undersigned agrees to provide seller/creditor with an updated credit application every two years as a condition for the continued extension of credit.

4. The undersigned hereby makes this application for credit and agrees that all amounts payable on or before the net due date, as shown on each invoice, will be paid, and, if not paid on or before said date are then delinquent.

5. The parties hereto knowingly and intentionally waive the right to a jury trial on any issue or dispute that may arise between them.

6. A finance charge may be imposed on delinquent amounts. The rate will be the maximum allowed by state.

7. Should the applicant fail to comply with the terms of this agreement, the applicant will be responsible for all of seller’s attorney fees and other costs at the maximum allowed by the state associated with enforcement of this agreement.

8. Customer acknowledges receipt of and agrees hereafter to the **Pioneer Steel Corporation Terms and Conditions of Sale,** and as may also be set forth on invoices submitted by Pioneer.

9. Applicant authorizes creditor to contact bank and trade references (including those listed herein) and any credit reporting agencies to obtain or verify credit information.

10. The applicant certifies under the penalty of perjury that the statements contained in this application are true and correct. Applicant understands that the seller intends to rely on all of the information presented in this application in determining its creditworthiness.

**Equal Credit Opportunity Act (ECOA)**

***The Federal Equal Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant’s income derives from any public assistance program; or because the applicant has, in good faith, exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with law concerning this credit is the Federal Trade Commission, Division of Credit Practices, 6th and Pennsylvania Avenue, NW, Washington, D.C. 20580.***