

**Westfield, IN / Terre Haute, IN / Springfield, OH**

530 State Road 32 West

Westfield, IN 46074

Phone: 317.896.5587

Credit Fax: 317.867.5298

**Westfield Steel Express LLC**

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Westfield, IN 46074

Phone: 317.896.5587

Credit Fax: 317.867.5298

Business Name: \_\_\_\_\_ DBA Name: \_\_\_\_\_

Business Address: \_\_\_\_\_ Billing Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

Phone/Fax: \_\_\_\_\_ / \_\_\_\_\_ Phone/Fax: \_\_\_\_\_ / \_\_\_\_\_

Website: \_\_\_\_\_ Billing Contact: \_\_\_\_\_

County: \_\_\_\_\_ Billing Email: \_\_\_\_\_  
(for local taxes if applicable)Would you like electronic invoicing? Yes ☐ No ☐

Shipping Address 1: \_\_\_\_\_ Shipping Address 2: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

Nature of Business: \_\_\_\_\_ SIC Code/NAICS: \_\_\_\_\_ / \_\_\_\_\_

Type of Organization: Corporation ☐ Sole Proprietorship ☐ Partnership ☐ LLC ☐ Other \_\_\_\_\_

Date Formed: \_\_\_\_\_ Domicile State: \_\_\_\_\_ State Registration#: \_\_\_\_\_

Federal Tax ID: \_\_\_\_\_ D&amp;B #: \_\_\_\_\_ Tax Exemption Cert#: \_\_\_\_\_

Responsible Officer/Owner/Partner/Members:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

PLEASE NOTE: If your business does not have a formal name, you must provide the full names of all partners, members, associates, or other persons comprising the business:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_



We do more with steel.

**NEW ACCOUNT INFORMATION &  
CREDIT SECURITY AGREEMENT**

*Please input all information requested below.*

Primary Banking  
Institution: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone/Fax: \_\_\_\_\_ / \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Title: \_\_\_\_\_

Contact Email: \_\_\_\_\_ / \_\_\_\_\_

Steel Supplier  
Reference 1: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone/Fax: \_\_\_\_\_ / \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Title: \_\_\_\_\_

Contact Email: \_\_\_\_\_ / \_\_\_\_\_

Steel Supplier  
Reference 2: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone/Fax: \_\_\_\_\_ / \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Title: \_\_\_\_\_

Contact Email: \_\_\_\_\_ / \_\_\_\_\_

Steel Supplier  
Reference 3: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone/Fax: \_\_\_\_\_ / \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Title: \_\_\_\_\_

Contact Email: \_\_\_\_\_ / \_\_\_\_\_

**SIGNATURE:** I/we verify that everything I/we have stated above and on any attachment is true and correct and hereby authorize the release of any and all credit information. By signing below, I/we acknowledge that I/we have authority to sign on behalf of the business. I/we further acknowledge that I/we have read, understand, and agree to all of the Account Terms and Conditions appearing on the next page of this Agreement.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

*(Authorized to sign for the company)*

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

*(Authorized to sign for the company)*

Date: \_\_\_\_\_

**Account Terms and Conditions**

**Credit Investigation Authorized:** By applying for and maintaining an account at Westfield Steel, Inc. or Westfield Steel Express LLC (hereinafter collectively, "Westfield Steel"), you authorize Westfield Steel, and/or its attorneys and agents, to make whatever credit investigations Westfield Steel deems appropriate for the life of the account and to exchange any information Westfield Steel may receive in the course of such investigations. You further authorize the persons/entities contacted in the course of such investigations to provide to Westfield Steel information regarding the assets, debts, and payment history of your organization and/or its partners, members, associates, or other persons comprising your business.

**Interest Charges/Past Due Accounts:** In the event that an invoice for payment is not paid in full within thirty (30) days after the date of the invoice, the account shall be considered past due and in default, entitling Westfield Steel to immediately exercise all available remedies including, without limitation, the remedies provided under the Indiana Uniform Commercial Code ("UCC") and pursuant to the terms of this Agreement. Interest on all past due amounts shall be charged at a rate of twenty-one percent (21%) per annum, or the then highest legally permissible rate of interest, until paid in full or the date of judgment, whichever first occurs. In the event of a default, Westfield Steel shall be entitled to recover Westfield Steel's costs, expenses, and attorney's fees incurred in collecting the amounts owed by you to Westfield Steel.

**Security Interest:** You hereby grant Westfield Steel a purchase money security interest under the UCC in any steel, steel related products, or any other goods purchased by you from Westfield Steel, until your account is paid in full. The security interest granted herein extends not only to goods purchased from Westfield Steel, but also extends to any and all proceeds thereof, accessions thereto, all proceeds of fire or other insurance insuring the property, all proceeds obtained as a result of any legal action or proceeding with respect to any such property, and claims by you against third parties for payment for such property, loss or damage to such property, or destruction of any such property. You further authorize Westfield Steel to sign/authenticate on your behalf and to file such financing statements as Westfield Steel determines are necessary for the perfection of Westfield Steel's security interests and, upon Westfield Steel's request, will sign/authenticate such financing statements as are requested by Westfield Steel.

**Secured Obligations:** The obligations secured hereby include any and all balances on your account, including interest charges accruing thereon, all costs and expenses incurred by Westfield Steel to obtain, preserve, perfect, and enforce the security interest granted hereby, to collect the indebtedness and to maintain, preserve, and realize on or collect the collateral, including, but not limited to, taxes, assessments, insurance premiums, repairs, reasonable attorney's fees and legal expenses, rent storage charges, advertising costs, brokerage fees and expenses of sale, and all amounts owed under any modifications, renewals or extensions of any of the foregoing obligations.

**Events of Default:** Events of default include, without limitation, failure to pay any invoice in full within thirty (30) days after the date of the invoice, any misrepresentation by you to Westfield Steel, any attachment, execution, or levy on any of the collateral securing your obligations to Westfield Steel, your inability to pay your debts as such debts become due, the commencement of any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution, or liquidation law of any jurisdiction, any liquidation, dissolution, partition, or termination of you or your business, or the expiration or revocation of your charter or registration in any jurisdiction.

**Remedies on Default:** Upon the occurrence of any event of default, Westfield Steel may, without demand, presentment, notice of intention to accelerate, or any other notice, declare the entire unpaid balance of the secured indebtedness in default and immediately due and payable. Westfield Steel may exercise any or all of its rights and remedies under the UCC, and upon ten (10) days prior written notice to you, with or without taking possession of the collateral, sell, assign, or otherwise dispose of all or any portion of the collateral, at public or private sale, without demand or additional notice. Westfield Steel may be the purchaser, assignee, or recipient of the collateral so disposed, and thereafter shall hold the same free from any claim or right of any kind, including any right or equity of redemption. Westfield Steel may enter your premises, with or without legal process, and take possession of the collateral and remove it and any records pertaining thereto. You will, upon Westfield Steel's request, assemble the collateral and any records pertaining thereto and make them available at a place designated by Westfield Steel. Westfield Steel has no obligation to clean-up or otherwise prepare the collateral for sale. Westfield Steel further shall be entitled to proceed directly against any third party from whom any payment is owed to you with respect to the collateral, to collect the amounts owed by you to Westfield Steel, your right to collect such amounts being hereby assigned to Westfield Steel. Westfield Steel further may exercise any other powers, rights, or remedies conferred to Westfield Steel at law or in equity, or under the terms of this Agreement.

**Remedies Cumulative/No Waiver:** No right, power, or remedy conferred upon Westfield Steel is intended to be exclusive of any other right, power, or remedy, but each shall be cumulative and concurrent and shall be in addition to any other right, power, and remedy given hereunder, or now or hereafter existing at law, in equity, or by statute. No delay or omission by Westfield Steel to exercise any right, power, or remedy shall be construed to be a waiver thereof.

\_\_\_\_\_ **Initials**