



SUPPLY AGREEMENT

This CREDIT APPLICATION submitted to Dimensional Metals, Inc. on _____ By _____
Date Customer Name

Amounts due as a result of any and all purchases hereafter made by Customer from Supplier will be paid to Supplier on the following terms and conditions.

- TERMS** Unpaid invoices are past due 30 days from date of invoice.
- LATE PAYMENT** Past due accounts are subject to a late charge of one and one-half percent (1.5%) per month on the amount overdue.
- BAD CHECKS** A service charge of \$20.00 will be applied to each returned check. If at any time, Customer fails to pay invoices when due, or if for any reason Supplier feels insecure in extending credit, Supplier may decline to provide further goods on credit.
- FAILURE TO PAY** Failure by Customer to pay any part of the account when due, or in the case of insolvency or in the event that proceedings in bankruptcy, receivership, or insolvency are instituted by or against Customers or its property. Supplier may at its option, cause the entire unpaid balance to become immediately due and payable. Supplier shall have the right to enter at anytime without notice upon the premises where any of the materials procured by the Customer from Supplier are located. Customer hereby expressly waives any rights to action, which may accrue by reason of the entry for taking possession of or the selling of any goods with respect thereto. Customer will be responsible for all collection costs, including service charges, reasonable attorney's fees and court costs. If Supplier must institute collection or other legal proceedings, Customer agrees that the dispute shall be governed by the internal laws of the State of Ohio and Customer consents to the personal jurisdiction of the State Courts located in the County of Franklin, Ohio or counties contiguous thereof including Federal Courts located therein.
- ADDITIONAL TERMS** The Customer hereby agrees to execute such additional documents for the security of Supplier as may be reasonably requested including a personal and/or business guaranty and authority to file UCC Financing Statements as required from time to time by the Supplier.
- ENTIRE AGREEMENT** This Agreement covers all materials, which the Customer may hereafter acquire at any time from Supplier. This Contract and the invoices, acknowledgements and delivery documents submitted by Supplier constitutes the entire agreement on these terms. No waivers or modifications shall be valid unless the same are in writing and executed by the parties hereto. This contract shall apply and accrue to the benefit of, and be binding upon, the heirs, executors, administrators, successors, and assigns of the respective parties.
- RECEIPT OF A COPY** Customer hereby acknowledges the receipt of a copy of this Agreement at the time of its execution.

ACCEPTANCE BY CUSTOMER

BY DIMENSIONAL METALS, INC. (Supplier)

Signature

Signature

Typed Name

Typed Name

Position

Position

Date

Date