

AGREEMENTS, TERMS AND CONDITIONS

Western Steel, Inc., shall hereinafter be referred to as WSI, and the applicant shall be referred to as "Customer". The Customer desired to purchase goods and services from WSI and customer agrees in consideration hereof to be bound by the terms and conditions stated in this agreement.

Credit will be extended by WSI to Customer based on the information provided in this application. WSI is authorized to check applicant's credit background. Customer agrees to pay any and all invoices, charges, fees and costs which Customer or any authorized person incurs on Customer's account. Unless Customer notifies WSI in writing within five (5) days of any unauthorized use of Customer's credit, Customer agrees that any other person, who incurs charges on Customer's account, is authorized to do so.

Customer agrees to notify WSI, in writing, of any error in any invoice within ten (10) days after the date of that invoice. If not so noticed, the invoice shall be deemed to be correct, and accepted as rendered. All sums owing WSI by Customer shall be paid in accordance with the terms and conditions expressed in any written quotation signed by WSI and Customer or on WSI's invoice. In the absence of such express terms and conditions, WSI's terms will be Net 30 Days. Whether or not expressed in said quotation or invoice, all sums past due 31 or more days shall bear an interest charge at the rate of one and one-half percent (1.5%) per month.

If WSI is not paid on time, in accordance with WSI terms, Customer shall pay for all costs and expenses incurred by WSI in connection with WSI's attempts to obtain payment, including fees charged by a collection agency or attorney, and any other charges which can be legally charged to Customer. Customer agrees that for and in consideration of WSI's extension of credit that this agreement is to be construed under the laws of the State of Colorado. WSI's principal place of business is Colorado Springs, CO. Customer agrees to pay any indebtedness created under this agreement in Colorado Springs, CO and any contracts created hereby are to be performed in Colorado Springs, CO. The Fourth District Court or the El Paso County Court, depending upon the amount in controversy, shall be the exclusive jurisdiction/venue for any action brought to enforce this agreement. If WSI refers this agreement to an attorney for enforcement, including collection of amounts which are past due, Customer agrees to pay WSI actual attorney's fees and costs both at the trial level and also on appeal. Customer agrees to pay WSI a \$30.00 Service Charge on each dishonored check returned to WSI.

Customer agrees that any financial documents provided WSI are true and correct, and will provide WSI such documents, from time to time upon request. Customer represents to WSI that it is solvent as of the date of this agreement, and that any Financial Statements attached accurately reflects the present financial condition of Customer, as of the date of this agreement.

Upon WSI acceptance, this agreement embodies the entire agreements of the parties. No promise, representation or agreement made prior to or subsequent to the execution and delivery hereof, by either party hereto, and no revocation, partial or otherwise, or change, amendment, addition, alteration or modification shall be valid unless the same be in writing signed by all the parties hereto, or by their duly authorized agents.

The undersigned certifies that the information furnished in this application is true and correct, and that the undersigned has read and agreed to all the terms and conditions of this agreement noted on the front and reverse pages of this application.