



METRO BRICK, INC. - CREDIT APPLICATION

3314 WINPARK DRIVE, CRYSTAL MN 55427

Phone: 952-417-0200 - Fax: 952-417-0204

accounting@metrobrickinc.com

COMPANY NAME: _____ PHONE: _____

STREET ADDRESS: _____ FAX: _____

CITY: _____ STATE: _____ ZIP: _____

BILLING ADDRESS (IF DIFFERENT FROM ABOVE): _____

CITY: _____ STATE: _____ ZIP: _____

EMAIL ADDRESS: _____ # YEARS IN BUSINESS _____ T.I.N _____

COMPANY IS A: ☐ CORPORATION ☐ PARTNERSHIP ☐ PROPRIETORSHIP ☐ L.L.C. ☐ P.L.C.

NOTE: IF IN BUSINESS LESS THAN FIVE YEARS, YOU MUST COMPLETE PERSONAL GUARANTEE

IS YOUR COMPANY TAX EXEMPT ☐ NO ☐ YES, PLEASE ATTACH CERTIFICATE

COMPANY DIRECTORS/OFFICERS/PRINCIPAL

NAME 1: _____ TITLE: _____

HOME ADDRESS: _____ PHONE: _____

NAME 2: _____ TITLE: _____

HOME ADDRESS: _____ PHONE: _____

NAME 3: _____ TITLE: _____

HOME ADDRESS: _____ PHONE: _____

BANKING DETAILS

BANK NAME: _____ ACCOUNT #: _____

BRANCH ADDRESS: _____ CITY/STATE/ZIP: _____

BANK CONTACT NAME: _____ PHONE: _____

TRADE REFERENCES

VENDOR 1: _____ CONTACT: _____

PAYMENT ADDRESS: _____ CITY/STATE/ZIP: _____

PHONE: _____ FAX: _____ ACCOUNT #: _____

VENDOR 2: _____ CONTACT: _____

PAYMENT ADDRESS: _____ CITY/STATE/ZIP: _____

PHONE: _____ FAX: _____ ACCOUNT #: _____

VENDOR 3: _____ CONTACT: _____

PAYMENT ADDRESS: _____ CITY/STATE/ZIP: _____

PHONE: _____ FAX: _____ ACCOUNT #: _____

CONDITIONS (TERMS ARE NET 30 DAYS UPON CREDIT APPROVAL)

CREDIT AGREEMENT

Applicant hereby agrees that all purchases made by Applicant from Metro are subject to the following terms and conditions:

Approval. This Credit Agreement is subject to approval by an authorized representative of Metro and once approved, is subject to being revoked at any time should the Applicant fail to comply with the terms and conditions of this Agreement.

Credit Limits. Metro may establish whatever credit limits it deems appropriate, and Metro may lower or raise said credit limits at any time at its own discretion and without prior notice.

Payment Terms. Payment for all invoices issued by Metro to Applicant is due by 30 DAYS of the date of the Invoice.

Finance charges/Costs of Collection. All balances remaining beyond the payment due date shall accrue finance charges at the rate of 1.5% per month (18% per annum) unless a lesser rate is mandated by Minnesota law in which case the rate shall be the maximum rate permissible under such law. Applicant agrees to pay all costs of collection, including reasonable attorney's fees.

Controlling Law/Jurisdiction. This Credit Agreement shall be construed in accordance with the laws of the State of Minnesota. Applicant agrees to be subject to the jurisdiction of Minnesota courts should a dispute arise under this Credit Agreement.

IN WITNESS WHEREOF, Applicant consents to this Credit Agreement in each and every respect, and agrees to perform the obligations assumed hereunder.

APPLICANT'S NAME: _____ TITLE: _____

DATE: _____ APPLICANT'S SIGNATURE: _____

PERSONAL GUARANTEE

The below signed principal of Applicant (hereinafter referred to as "Guarantor") does hereby unconditionally personally guaranty to Metro the full and prompt payment when due, whether by declaration or otherwise, of all account balances and other liabilities of Applicant, including costs of collection, and agrees that if said account balances are not so paid by Applicant, Guarantor will immediately do so.

The personal liability of Guarantor is joint and several, primary and unconditional, shall not be subject to deduction or any claim of setoff, counterclaim or defense of Applicant, and shall be revocable only as to liabilities incurred by Applicant subsequent to the receipt by Metro of notice of termination hereof sent by registered mail. Any such termination shall not release Guarantor from his or her respective personal guaranty of Applicant's liabilities then in existence. This Personal Guaranty shall be enforceable without Metro having to first proceed against Applicant, or any security for the payment of Applicant's liabilities, and shall be effective regardless of Applicant's solvency, existence, modification or discharge or Applicant's liabilities, by any insolvency proceeding, reorganization, merger, or consolidation of Applicant, or any change in the officers, stockholders or location of Applicant.

No delay or failure on the part of Metro to exercise any right or remedy hereunder shall operate as a waiver thereof.

IN WITNESS WHEREOF, Guarantor consents to this Personal Guaranty agreement in each and every respect, and agrees to perform the obligations assumed hereunder.

GUARANTOR'S NAME: _____ SIGNATURE: _____

HOME ADDRESS: _____ CITY/STATE/ZIP: _____

DATE: _____ TAX I.D. OR S.S. NO: _____

GUARANTOR'S NAME: _____ SIGNATURE: _____

HOME ADDRESS: _____ CITY/STATE/ZIP: _____

DATE: _____ TAX I.D. OR S.S. NO: _____

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:

☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

Exemptions (see instructions):

Exempt payee code (if any) _____

Exemption from FATCA reporting
code (if any) _____

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

				-						
--	--	--	--	---	--	--	--	--	--	--

Employer identification number

				-						
--	--	--	--	---	--	--	--	--	--	--

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign
Here

Signature of
U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.