Net Terms Application

Submit net terms application at https://app.resolvepay.com/midmichiganmetalsales
or email completed form to credit@resolvepay.com

Accounts payable information

This person is responsible for receiving and paying invoices.

Name _____ Phone _____ Email _____

Business information

We need to know a little bit about your business to verify its identity and process your application.

Legal business name _____

Trade name (if any) _____

Address _____ City/State/Zip _____

Federal Tax ID _____ Years in business _____

Estimated revenue _____ Business phone _____

Business description _____

Type of business ☐ Corporation ☐ LLC ☐ Partnership / Sole Proprietorship ☐ Government / School

Your business needs

Request an amount (plus buffer) to cover your purchases over your payment term. This can be increased later.

Requested credit limit _____

We hereby apply for credit and affirm financial responsibility, ability and willingness to pay invoices in accordance with published terms. We hereby authorize you to verify and collect information on us, including but not limited to bank references, trade credit references, consumer and/or commercial credit reports. By signing below, you acknowledge that all information given by you is true and accurate, and agree to all the terms and conditions.

Authorized signature _____ Date _____

Print name _____ Role at Business _____

MID MICHIGAN METAL SALES NET TERMS AGREEMENT
(FOR BUSINESS USE ONLY)

This Agreement governs the trade credit provided to you by us in connection with your purchase of goods or services from us. Please read this Agreement carefully. By signing this Agreement, you acknowledge receipt of a completed copy of this Agreement and your understanding of its terms, and you also accept all the terms in this Agreement.

KEY TERMS

Payment: Payment is due in full each billing cycle, as described in this Agreement.

FEES*	AMOUNT
Late Fee	3.5% of unpaid balance + $29.00, every billing cycle or 30 days (as applicable)
Returned Payment Fee	$20.00 per returned payment
Debit Card or Credit Card Payment Processing Fee	3.5% of the amount paid by such methods
Collections Fee	Our collection costs, including court costs and reasonable attorney's fees

*The Fee information above is subject to change. To access current Fee information, visit https://app.resolvepay.com/midmichiganmetalsales/net-terms.

1. DEFINITIONS The following terms in this Agreement have the following meanings:

a. "Account" means the net terms account established by you with us under this Agreement, and which you may use for the purchase of goods or services from us.
b. "Application" means an application to establish, maintain, or change the Account.
c. "Assignee" means any person to whom we have assigned this Agreement, the Account, the indebtedness created hereunder, and/or any interest in the Account or indebtedness created hereunder.
d. "Billing Statement" means the invoice or billing statement for your Account.
e. "Fees" refers to the fees listed in the Key Terms table above.
f. "Payment Address" means the address shown on your Billing Statement.
g. "We," "us," and "our" refer to Mid Michigan Metal Sales, a Michigan LLC, doing business as Mid Michigan Metal Sales (along with any successors, designees, or assignees).
h. "You" and "your" refer to each person or entity that signed the Application or on whose behalf the Application is signed, the business on whose behalf the Account was opened, and each other person authorized to make purchases under the Account.

2. PROMISE TO PAY By signing this Agreement, you have requested that we establish this Account for your business use only and that we permit you to make your purchase(s) of goods and services from us on credit under this Account in accordance with the terms of this Agreement. If you elect to purchase good or service (including mail order, Internet, catalog, and phone orders, if any) under this Account, you jointly and severally promise to pay for all purchases charged to the Account, all Fees that accrue hereunder, and all other charges provided herein, when such payments are due and according to the terms of this Agreement. You understand that the balance due on your Account will not be reduced or delayed in any manner by any offsets, unapproved returns, or chargebacks of any nature, unless specifically agreed to in writing by us.

3. PURCHASE ORDERS If you use purchase orders in connection with the Account, we will use commercially reasonable efforts to reflect your purchase order number on the Billing Statements; however, the presence or absence of a purchase order number on a Billing Statement shall in no way affect your obligation to pay the amount due indicated on the Billing Statement. Any purchase charged to this Account shall be governed solely by the terms set forth in this Agreement and in the Billing Statements, and any other terms in your purchase orders, invoices, or other documents shall not apply even if submitted to and accepted by us in connection with a purchase under the Account..

4. GENERAL REPRESENTATIONS, WARRANTIES, AND COVENANTS You represent, warrant, and covenant on an continuing basis during the term of this Agreement that: (a) you are and will be duly organized, validly existing, and in good standing under the laws of your organizational jurisdiction, duly qualified to do business in each jurisdiction where you conduct your business, and have and will have the full power and authority to carry on your business in the manner conducted as of the date of this Agreement; (b) you have and will have full power and authority to enter into, deliver, and perform all your obligations under this Agreement, and you have and will have been duly authorized to do so by any necessary organizational action; (c) there are and will be no laws, organizational instruments, contracts, or any other circumstances that would conflict with or prevent you from entering into or performing your obligations under this Agreement; (d) the individual executing this Agreement on your behalf is at least 18 years of age and has the authority and legal capacity necessary to bind you; (e) following execution and delivery, this Agreement constitutes the valid and binding obligation of you, enforceable against you in accordance with its terms; (f) you have and will maintain insurance in such amounts and against such risks as are reasonably necessary to protect your business and will provide proof of such insurance to us upon our reasonable request; (g) you are and will be in possession of and compliance with all licenses, permits, approvals, consents, and other authorizations required by any governmental body to conduct your business; (h) you are and will be in compliance with all laws, regulations, ordinances, orders, and other requirements of any governmental body; (i) you are not and will not be a target of any economic or trade sanctions issued or administered by any governmental body; (j) all tax returns and tax reports, and all taxes due and payable or required to be filed by you have been or will be filed and paid, on a timely basis (including any extensions); (k) you have and will have no material liabilities and no material contingent liabilities, except those which you disclosed to us in your Application and except current liabilities incurred in the ordinary course of business; (l) you and the goods or services purchased under the Account are not and will not be subject to any liabilities, liens, claims, charges, restrictions, conditions, options, rights, security interests, equities, pledges, and encumbrances of any kind or nature whatsoever or any other rights or interests that may be inconsistent with the transactions contemplated in or adverse to our interests under this Agreement, except those which you disclosed to us in your Application and except those incurred in the ordinary course of business; (m) you will promptly notify us of any significant change or other development that has or may have a material adverse effect on or a significant change in your business, and you agree to provide to us, upon request, any information related to your business or the transactions contemplated by this Agreement; (n) there is and will be no action, suit, claim, inquiry, investigation, or legal, administrative, or arbitration proceeding pending or currently threatened, whether at law, in equity, or before any governmental authority, against you; (o) you have not declared bankruptcy within the past seven years preceding the date of this Agreement, have not consulted with a bankruptcy attorney within the past six months preceding the date of this Agreement, and are not and will not contemplate or anticipate the filing of a bankruptcy or other insolvency proceeding, or closing or materially modifying your business; (p) you are and will be solvent and capable of fulfilling your obligations under this Agreement, and you have not been having and will not have any difficulty paying amounts due to others in full and when due.

5. BUSINESS PURPOSE You represent, warrant, and covenant on a continuing basis during the term of this Agreement that this Account shall be used only for business purposes, and not for personal, family, or household purposes, and you acknowledge that we are relying upon this representation, warranty, and covenant (without any duty to investigate it) in entering into this Agreement with you. You understand that the Account is not a consumer credit account and that important duties and rights applicable to consumer credit accounts do not apply to the Account. You agree that a breach by you of this Section 5 will not affect our right to enforce your promise to pay for the credit extended to you, including related charges, or to use any remedy legally available to us, even if that remedy would not have been available had the Account instead been established as a consumer credit account.

6. AUTHORIZED PURCHASERS You authorize us to rely on the representations of persons representing themselves to be your authorized agents with authority to make purchases against your Account, including purchases made through any user accounts or access credentials you have authorized or established.

7. CREDIT LIMIT A credit limit will be assigned to your Account, which credit limit we may raise, lower, allow you to exceed, or terminate at any time, without advance notice to you, to the extent permitted by applicable law. All unpaid purchases, whether billed or unbilled, will be considered in determining your available credit.

8. BILLING AND INVOICING; DUE DATES

a. We will send you an invoice for each transaction. Payment of the transaction balance reflected in the invoice is due in full by the date indicated on your invoice.

b. Your billing address is the address you specified in your Application, unless you notify us of a change.

9. PAYMENTS

a. You may make payments in U.S. dollars by check, debit card or credit card, ACH bank transfer or wire, or you may sign up to make payments by electronic funds transfer from your designated bank account. Payments received before 9:00 a.m. PT on a business day will be credited to your Account the next day. Payments received after 9:00 a.m. PT, or on a day that is not a business day, will be credited to your Account two business days later. You represent, warrant, and covenant that any bank account that you link to your Account or designate or use to make payments on your Account is and will be (i) a business demand deposit account held by a U.S. financial institution used solely for lawful business purposes; (ii) not a personal account or used for any personal, family, or household purpose; and (iii) owned by you, and you are and will be authorized to use it and to authorize and make from it any payment due under this Agreement. If you choose to make a debit or credit card payment, you agree to pay the non-refundable Debit Card or Credit Card Payment Processing Fee that we add to the payment amount. All payments must be mailed, delivered, or sent to us in accordance with the remittance instructions provided on the invoice or billing statement. It is your responsibility to ensure compliance with the specified remittance details to facilitate accurate and timely processing of payments. Credit to your Account may be delayed if (i) payment is not received at the Payment Address, (ii) a check is not made in U.S. Dollars drawn on a demand deposit account held by a U.S. financial institution, or (iii) payment is not accompanied by the remittance portion of your Billing Statement. We will use commercially reasonable efforts to follow reasonable written instructions you provide to us specifying which invoices you wish to pay, and if no instructions are provided, or if your Account is past due, we may apply payments at our discretion.

b. Your payments will generally be applied: (i) first to the principal balance of any payment then-overdue or then-due, (ii) then to any Fees or charges you incur under this Agreement, and (iii) then to any remaining balance, subject to any limitations imposed by applicable law.

c. To the extent permitted by applicable law, if we accept any late payment or partial payment (whether or not marked as payment in full), such acceptance will not: affect the due date of any other payment due under this Agreement, act as an extension of time or a waiver or satisfaction of any payment or amount then remaining unpaid, or modify any of our rights under this Agreement. Any conditional check, money order, or any other instrument tendered with a restrictive endorsement or as full satisfaction of a disputed debt to us must be sent in writing to Mid Michigan Metal Sales, c/o Resolve Corp., 2261 Market Street #4229, San Francisco, CA 94114 and must conspicuously state on the face of the instrument or in an accompanying letter that it is tendered for such purpose. If you make payment in any other way and we accept it, we will not have waived or modified any right to collect any amount from you owing under this Agreement.

10. LATE FEES Outstanding balances not paid by the 15th day after the applicable due date will be considered delinquent. For each 30-day period for an invoice billed account, in which there is a delinquent balance, your Account will be assessed a 3.5% late fee of the outstanding balance and an additional $29.00 processing fee (or, in each case, if less, the maximum late fees permitted under the law).

No such Fees are imposed if the Account balance shown on your previous Billing Statement is zero or if the Account balance is paid in full by the due date indicated on your Billing Statement.

11. RETURNED PAYMENT FEE We may impose a returned payment fee of $20.00, if any check, debit or credit card or other instrument sent to us, or any electronic payment authorization you provide us in payment on your Account is not honored upon first presentment (or, in each case, if less, the maximum returned payment fees permitted under the law), even if the check, instrument or electronic authorization is later honored.

12. SECURITY INTEREST To secure your obligation to us with respect to goods or services purchased, you hereby grant to us, and we retain, a security interest, except in Puerto Rico, under the Uniform Commercial Code in all goods you purchase with financing provided under your Account (except in New York on any purchase under $200) until the purchase price for those goods is paid in full (in New York, not to exceed five years from the date the purchase is posted to your Account). This security interest permits us to have and exercise the rights of a secured party holding a purchase money security interest under the Uniform Commercial Code, including, under certain circumstances provided for by law, the right to take back, or repossess the goods if you do not pay for them under the terms of this Agreement. In New York, no security interest will be retained or acquired under this Agreement in any motor vehicle or in any goods likely to be affixed to a motor vehicle or real property so as to become a part thereof. You agree and consent to us filing any financing statements, other documents, or instruments, or delivering any notices, we consider necessary or appropriate to perfect our security interest in the goods purchased by you on your Account.

13. TERMINATION OR SUSPENSION You may at any time on written notice to us at the address set forth in Section 21 terminate this Agreement with respect to future use of your Account. We may, at any time, without advance notice to you and subject to applicable law: (a) terminate this Agreement; (b) limit or terminate the use of your Account; or (c) terminate or suspend your right to make future purchases. Regardless of any limitation, suspension, or termination hereunder, you will continue to be obligated to pay all amounts owing under, and to otherwise perform the terms of, this Agreement, and all of our rights will continue in full force and effect until all of your obligations are fully satisfied, including payment of Fees, which we will continue to impose until the date full payment owing on your Account is received.

14. AMENDMENT We may, at any time and subject to applicable law, change any term or add any new term in this Agreement, including those related to interest rates, Fees or other charges, or other terms. Unless prohibited by applicable law, we may apply any changed or new terms to any outstanding balance of your Account on the effective date of the change and to any future balances created after that date. When required by applicable law, we will deliver a notice of any change(s) or addition(s) to you. No change to any term or new term in this Agreement will affect your obligation under this Agreement to pay, in full, all amounts owing under, or otherwise perform the terms of, this Agreement

15. DEFAULT Subject to the limitations of applicable law, you are in default under this Agreement if: (a) you fail to make any payment on or before the applicable due date, or your payment is returned unpaid for any reason or cannot be processed; (b) you violate any other term of this Agreement; (c) you become the subject of bankruptcy, insolvency or similar proceedings; (d) you are a sole proprietorship and the owner dies or becomes incompetent; or (e) you make any misrepresentations or misstatements of fact in the Application, financial statement(s), or other documents provided to us in connection with this Agreement or the establishment of this Account. In any such event, and subject to the limitations of applicable law, we have the right to: (i) reduce your credit limit; (ii) terminate your Account, in which case the terms of this Agreement will apply until full payment owing on your Account is received, including Fees which we will continue to impose and you shall pay to the date of full payment; (iii) require immediate payment of your entire Account balance, including all accrued but unpaid Fees (if applicable) and all other charges provided in this Agreement; (iv) bring an action to collect all amounts owed; and (v) pursue any other legal action we deem necessary or appropriate with respect to the Account. You agree that we may, at our option, pursue to judgment and collection a separate action or actions for the Account, and exercise all rights and remedies under law or equity, in any order, and all of which shall be cumulative. If, after your default, we refer your Account for collection to an

agent or attorney who is not our salaried employee, we may, to the extent permitted by applicable law, charge you or collect from you our collection costs, including court costs and reasonable attorney's fees.

16. CREDIT REPORTS AND ACCOUNT INFORMATION The creditworthiness of your business will be used in making credit decisions. You authorize us to investigate the creditworthiness of your business by obtaining credit reports and making other inquiries of any bank, lender, and trade credit references identified on your Application for the Account, and other information sources as we deem appropriate. In the event that this Account is not paid as agreed, we may report the liability, and the status of this Account, to credit bureaus and others who may lawfully receive such information.

17. INFORMATION WE USE AND SHARE Because your Account is a business account, you understand and agree that all information relating to you and/or your Account, including the purchases you make on your Account, your Application information, and your balance and payment information, will be captured by and/or shared with us for use in connection with our credit programs, marketing, and business, including to create and update our customer records, to assist us in better serving you, and to provide you with special promotions. You acknowledge that we also rely on third-party service providers, such as Resolve Corp., to provide us with software, processing, and other services that enable our offering of trade credit to you, and we may share your information with any such persons. **NOTWITHSTANDING ANYTHING TO THE CONTRARY IN OUR CUSTOMER CONFIDENTIALITY POLICY OR OTHERWISE, YOU AGREE AND CONSENT THAT ALL INFORMATION RELATING TO THIS AGREEMENT OR YOUR ACCOUNT MAY BE SHARED AS SET FORTH IN THIS SECTION 17 AND AS OTHERWISE PERMITTED BY LAW. THIS INFORMATION MAY ALSO BE SHARED WITH (I) ANY ASSIGNEE, (II) ANY AFFILIATE (COMPANIES RELATED BY COMMON OWNERSHIP OR CONTROL) OF US OR ANY ASSIGNEE, AND (III) WITH SERVICE PROVIDERS OR SUBCONTRACTORS WHO ASSIST US OR ANY ASSIGNEE IN DELIVERING SERVICES INVOLVING THIS AGREEMENT OR YOUR ACCOUNT, IN OPERATING OR MAINTAINING THIS AGREEMENT OR YOUR ACCOUNT, OR IN ENFORCING OUR OR ASSIGNEE'S RIGHTS UNDER THIS AGREEMENT OR WITH RESPECT TO YOUR ACCOUNT.**

18. CONSENT TO ELECTRONIC COMMUNICATION By signing this Agreement, including if by signing electronically, you irrevocably consent and agree that we may provide all information and disclosures required by law to you electronically; and your electronic signature on this Agreement and related documents has the same effect as if you signed them in ink. This consent applies to acceptance of this Agreement, to all future communications with you, and to other communications, notices, and disclosures that we provide to you electronically. All communications provided electronically will be deemed to be "in writing." We reserve the right to cancel electronic disclosure services and to change such services or send disclosures in paper form at any time. We are responsible for sending notice of the disclosures to you electronically, but we are not responsible for any delay or failure in your receipt or review.

19. CONSENT TO NON-MARKETING TELEPHONIC COMMUNICATIONS For informational, servicing, fraud, or collection related communications, you agree that we may use the phone numbers that you provide to us to contact your phone, cellular phone, or wireless device with text messages, artificial or prerecorded voice calls, and calls made by an automatic telephone dialing system. You represent and warrant that any phone number that you provide to us belongs to you or that you are authorized to provide that number. Call and text frequency may vary and may be recurring. This consent applies even if you are charged for the call or text under your plan. You are responsible for any charges that may be billed to you by your communications carrier when we contact you. Message and data rates may vary. We and any carrier are not liable for delayed or undelivered messages. To ensure that you receive accurate and courteous customer service, your calls with us may be monitored or recorded by us or our agents, and you agree to any such monitoring and recording.

20. NO WAIVER BY US. We reserve the right, at any time and in our sole discretion, not to impose part or all of any Fee or other amount imposed pursuant to this Agreement or not to exercise any of our other rights under this Agreement and, should we do so, we will not waive our right to impose such Fee or other amount or exercise the right as set forth in this Agreement in the future. Without limiting the foregoing, we may, at our option: (a) accept late or partial payments or checks or money orders marked "payment in full" or tendered with other conditions or limitations, (b) agree to extend the due date of any payment or grant reductions in interest due under this Agreement

for any length of time, (c) release any security interest we have in connection with this Agreement, and/or (d) release any other person responsible under this Agreement, without notifying you and without releasing you from your obligation to pay all amounts owing under this Agreement in full, or to otherwise perform the terms of this Agreement. You understand and agree that your obligations to pay all amounts owing under this Agreement and otherwise to perform the terms of this Agreement are absolute and unconditional.

21. NOTICES TO US All notices to us concerning this Agreement must be emailed to us at: store@midmms.com. Notice by you to us is deemed to be given when received by us.

22. NOTICES TO YOU All notices to you concerning this Agreement will be sent to your last mailing address or email address that we have on file for your Account. Notice by us to you is deemed to be given when sent. You agree to notify us, as set forth in Section 21, immediately regarding any change of your address or phone number. Until we are notified that your address has changed, we will continue to send Billing Statements and other notices to the last address or email address for you we maintained on your Account. You agree that when we are notified that you have a new address or email address, the terms of this Agreement specifically applicable to the state of the billing address on the Account will apply to the entire balance of your Account.

23. WARRANTY DISCLAIMER. WE EXCLUDE ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE AND ALL OTHER WARRANTIES OF ANY NATURE EXCEPT THOSE EXPRESSLY SPECIFIED IN OUR INVOICES OR BILLING STATEMENTS. WE SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, NOR FOR ANY DAMAGES OR DELAYS CAUSED BY CIRCUMSTANCES BEYOND OUR CONTROL, INCLUDING LABOR PROBLEMS, SHORTAGE OF GOODS OR RAW MATERIALS, UTILITY OR TELECOMMUNICATIONS FAILURES, FIRE, FLOOD, WEATHER, OR OTHER ACTS OF GOD. No Assignee makes or shall have any responsibility for any express or implied warranties of any nature with regard to goods or services or any warranty claim against such goods or services.

24. OUR RETURN POLICY All purchases against your Account are subject to our return policy. If we authorize your return of such a purchase pursuant to our return policy, we will credit your Account in the amount of any authorized order refund. You agree that we may, at any time, change or revoke our return policy in our sole discretion.

25. CLAIMS AGAINST US You agree that any claims, remedies, or other recourse you have against us in connection with purchases you made from us, or any matter relating to this Account or this Agreement, will be limited exclusively to the specific business or legal entity from whom you purchased the goods or services that are the subject of the claim, and no other business or legal entities.

26. CREDIT APPROVAL This Account and any purchases made under it are not binding on us until your Application is approved. Your Application and this Agreement will be considered approved when we give notice of approval to you.

27. GOVERNING LAW. THIS AGREEMENT AND YOUR ACCOUNT ARE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF MICHIGAN (WITHOUT REGARD TO INTERNAL PRINCIPLES OF CONFLICTS OF LAW). ANY CLAIM, SUIT, OR CAUSE OF ACTION YOU INSTITUTE AGAINST US ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE LED EXCLUSIVELY IN THE STATE OR FEDERAL COURTS WITHIN THE STATE OF MICHIGAN. IN THE EVENT OF A DEFAULT UNDER THIS AGREEMENT, WE MAY INSTITUTE SUIT AGAINST YOU EITHER IN THE STATE OR FEDERAL COURTS WITHIN THE STATE OF MICHIGAN OR IN THE JURISDICTION IN WHICH YOU ARE GEOGRAPHICALLY LOCATED OR CONDUCT BUSINESS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, WE AND YOU WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION HEREAFTER BROUGHT AND RELATED IN ANY WAY TO THIS AGREEMENT AND YOUR ACCOUNT, UNDER ANY THEORY OF LAW OR EQUITY. UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR PUNITIVE DAMAGES FOR ANY CLAIM ARISING OUT OF OR RELATING TO YOUR ACCOUNT OR THIS AGREEMENT.

28. ASSIGNMENT We may sell, assign, or transfer to any person, such as Resolve Corp. (including its subsidiaries, affiliates, agents, and assigns), all or any portion of your Account, any balances due under your Account, or any of our rights or obligations under this Agreement without prior notice to you. You may not sell, assign, or transfer your Account, any balances due under your Account or any of rights or your rights or obligations under this Agreement to any person without our prior written consent, and any sale, assignment, or transfer or attempt thereof without our prior written consent is and will be null and void.

29. SEVERABILITY If any provision of this Agreement is determined to be void or unenforceable under applicable law, rule, or regulation, all other provisions of this Agreement shall be valid and enforceable.

30. ENTIRE AGREEMENT This Agreement, together with your Application and any Billing Statements (which are hereby incorporated by reference in this Agreement), constitutes the entire agreement between you and us relating to your Account, and supersedes any other prior written or oral agreement between you and us relating to your Account, including any existing or future purchase orders, invoices, or other documents containing terms contrary to this Agreement. This Agreement may not be amended except in accordance with the provisions of this Agreement.