

Customer Onboarding Packet

for Bemidji Steel Company, Inc.

R23.8.2



We are grateful you are here

Thank you, we are honored in the trust you are placing in us to be your vendor partner. Our business is built upon the legacy of service and dedication to our customers by our committed team. We have prepared this packet to onboard or renew our partnership with you and set the stage for success in our relationship as partners. We want this to be the starting point for unrivaled success; we are committed to supporting you, your team, and mission with industry leading technology, customer service, and capability.

We have over 40 years of experience supporting our customers and continue to redefine what metal service is for the modern era. We look forward to helping you provide innovative and world-class products, that is our promise to you. We will continue to climb together to redefine what is possible.

As you work through this packet, please take care to complete it in full and accurately, our team is available anytime to answer questions related to this packet. They are the experts and can provide the guidance you need; we aim to make this onboarding process as simple as possible.

From our family to yours, we are dedicated to you and your needs. Thank you for putting trust in us to support your mission, it means the world to us.

Sincerely,

Alex Grasdalen
Chief Operating Officer
Bemidji Steel Company, Inc.



Instructions

Overview: This is a summary of each enclosed document and its purpose. Each document must be completed in full to the best of knowledge.

Step One: Your responsibility to complete the following.

1. **Credit Agreement** – This document is to collect credit and trade references as well as key information to open your account. Please ensure that the references provided will respond in a timely manner to our credit information request. We may ask you for additional references if references are unresponsive.
2. **Release of Information**– This document allows us to collect information from your provided trade references.
3. **Personal Guaranty (PG)** – This document is required for all Sole Proprietorships, Partnerships, and S-Corporations.
4. **Terms and Conditions of Sale (Terms)** – This document describes in legal language the terms of working with Bemidji Steel Company, Inc. Signature of acknowledgement is required for all customers.
5. **Account Opening, Routing, & Verification** – This document defines contact information, preferences for shipment, invoicing, and payments to Bemidji Steel Company.
6. **Logistics Delivery Agreement**– This document defines, outlines, and collects needed information for our logistics team. This information is critical for the team to provide exceptional on-time logistics services. This also sets forth our expectations for you when we are onsite.
7. **Order Modification Policy** – General outlines of when you are and are not able to modify orders.
8. **Remittance** – This document is for you; this provides the necessary details for you and your team.
9. **W-9** - for Bemidji Steel Company, Inc. please retain for your records.
10. **Frequently Asked Questions** – This is for you as well; this provides simple answers to your finance and manufacturing questions.
11. **Done** – Once you are done, email documents 1-6 to credit@bemidjisteel.com.

Step Two: This is on us.

1. **Review:** Once we receive completed steps 1-6, we will review and ask you any additional questions.
2. **Credit Check:** The next step is credit verification; our finance staff will reach out to the trade references and your bank. Responses are collected and a credit analysis is completed. (Please know, this is done independently of the sales department.)
3. **Approval:** Once your account is approved to be opened, our finance team will set up your account in our internal systems, your Account Executive will be notified once this process is completed.
4. **Summary:** A Terms Summary will be sent to you; this will verify your account details and terms you have with us. This will be sent back to you by your Account Executive.

Step Three: The partnership begins! All orders are entered, and processing begins, order(s) are confirmed by your Account Executive. Our sales team will be in contact through your first delivery, all feedback is collected, and adjustments are made if needed.



Credit Agreement

Customer Name: _____
 Physical Address: _____
 Mailing Address: _____
 Phone: _____ Secondary Phone: _____
 Email: _____ EIN or SSN: _____
 Type of Business: LLC C-Corporation S-Corporation Partnership Individual/sole proprietor
 Amount of Credit Requested: \$ _____ or annual estimated spend with BSC \$ _____

Trade References

(Please provide three)

Name: _____
 Address: _____
 Phone No. _____
 Contact Person: _____
 Email: _____

Name: _____
 Address: _____
 Phone No. _____
 Contact Person: _____
 Email: _____

Name: _____
 Address: _____
 Phone No. _____
 Contact Person: _____
 Email: _____

Financial Information

Bank Name: _____
 Address: _____
 Contact Person: _____
 Phone No. _____ Email: _____

By signing below, the Customer agrees to be bound by the Agreement as of the date provided below ("Effective Date").

Printed Name of authorized signor: _____

Title: _____

Signature: _____

Effective Date: _____

This Credit Agreement ("Credit Agreement"), dated as of the date listed above ("Effective Date") is made by the above-named customer ("Customer") and Bemidji Steel Company, Inc., a MN corporation ("Creditor"), whereby the Customer hereby desires to transact business with, and obtain credit, or a continuation of credit, from the Creditor. As a condition to receiving credit, you must complete this Credit Agreement, the incorporated Personal Guaranty ("Guaranty"), and Terms and Conditions of Sale ("Terms") covering the Liabilities of the Customer to the Creditor, as hereinafter defined (the Guaranty, Terms, and this Credit Agreement are collectively referred to herein as "Agreement").

In consideration of the premises and of other good and valuable consideration and in order to induce Creditor from time to time, in its sole discretion, to extend or continue credit to Customer, whether now existing or hereafter incurred, whether created directly (such as through purchases and/or invoiced), or acquired by Creditor by assignment or otherwise, whether matured or unmatured and whether absolute or contingent, along with all interest, late charges, fees and costs accrued by Creditor in the collection of any credit extended, including, but not limited to collection costs and expenses related to the collection of any payments due that are assessed by any third-party billing and/or collection agencies, attorneys' fees and legal expenses associated with the repayment of any credit extended, the collection of any past due balances, whether or not formal legal action is commenced, court costs, and/or expenses for any associated bankruptcy proceedings and appeals (all of which are herein collectively referred to as the "Liabilities"), Creditor and Customer agree to be bound by the terms of this Agreement. By submitting this completed and executed Agreement to us, the Creditor, you are agreeing to be bound by this Agreement.

Release of information

I/we authorize release of information for the purpose of verifying credit with Bemidji Steel Company, Inc. This information includes but is not limited to account standing, banking information, and supplier agreements.

This authorization is valid for 45 business days from the date of the signature below, please retain a copy of this release for your records.

Thank you for your cooperation and assistance.

Date: _____

Name of customer: _____

Signature: _____

Authorized by (Printed name & title) _____

Bemidji Steel Company, Inc.
PO Box 1360 Bemidji, MN 56619
218-751-2000
credit@bemidjsteel.com
bemidjsteel.com

Personal Guaranty (PG)

This Personal Guaranty ("Guaranty"), dated as of the Effective Date, is made by the undersigned individual listed below as guarantor ("Guarantor"), in favor of the below-listed customer ("Customer") and Bemidji Steel, INC. ("Creditor"). Guarantor hereby guarantees that, with or without notice or demand, he/she/they shall be liable to reimburse Creditor throughout the Term (herein defined), to the extent that such reimbursement is not made by the Customer, whether at maturity, or earlier, by reason of acceleration or otherwise, for all Liabilities (defined in the Credit Agreement), as required within the terms of this Guaranty, incorporated herein by reference to the Credit Agreement and the Terms and Conditions of Sale attached below (collectively the "Agreement").

As of the Effective Date and until Customer has no Liabilities for any eighteen (18) consecutive months ("Term"), Guarantor authorizes the Creditor, without notice or demand, and without lessening the Guarantor's liability: (a) to extend additional credit to the Customer; (b) to alter, compromise, renew, extend, accelerate, or otherwise change any of the terms of the Liabilities (including, but not limited to, increases or decreases in the rate of interest); (c) to exchange, enforce, waive, or release any security by the Customer; (d) to release, substitute, agree not to sue, or deal with any of Customers sureties, endorsers, or other guarantors on any terms or in any manner Creditor may choose; (e) to determine how, when and what application of payments and credits shall be made on the Liabilities; (f) to sell, transfer, assign, or grant participation in all or any part of the Liabilities; and (g) to unilaterally assign or transfer this Guaranty in whole or in part.

The Guarantor hereby waives: (a) all requirements as to promptness, diligence, presentment, demand for payment, protest and notice of any kind with respect to the Liabilities, and any requirement that the Customer or Creditor exhaust any right, power or remedy; and (b) all rights at law or in equity to subrogation, reimbursement, exoneration, contribution, setoff or any other right that could accrue to a surety against a principal, to a guarantor against a maker or obligor, to an accommodation party against the party accommodated, or to a holder or transferee against a maker. If the Guarantor is married, he/she/they hereby expressly agrees that recourse under this Guaranty may be had against both his/her/their separate property and community property. Notwithstanding anything to the contrary herein, the obligations of the Guarantor hereunder shall not exceed an aggregate amount equal to the largest amount that would not render such obligations subject to avoidance under applicable bankruptcy or similar debtor relief laws. The Guarantor agrees that its obligations shall not be affected by any circumstance constituting a legal or equitable discharge of a guarantor or surety other than payment and satisfaction in full of the Customer's obligations under the Credit Agreement.

This Guaranty is a continuing guaranty and shall remain in full force and effect throughout the Term, irrespective of any interruptions in the business relations of the Customer with Creditor; unless otherwise terminated by the Creditor in writing, delivered personally to or received by registered mail, in the Creditor's sole discretion, with or without advance notice. This Guaranty shall not affect, invalidate, or otherwise alter any such other guarantees. The Guarantor's obligations under this Guaranty shall be absolute, unconditional, and irrevocable, irrespective of the validity or enforceability of any provision of the Credit Agreement.

All monies available to Creditor for application in payment or reduction of the Liabilities of the Customer may be applied by Creditor in such manner and in such amounts and at such time or times as it may see fit to the payment or reduction of such of the Liabilities of the Customer as Creditor may elect, and the obligations pursuant to this Guaranty shall not be affected by any surrender or release by the Customer of any other security held by it for any claim hereby guaranteed. This is a guaranty of payment and the Guarantor waives any right to require that any action be brought against the Customer, or any other person, or to require that resort be had to any security, or to any balance of any deposit account or credit on the books of Creditor.

No delay on the part of Creditor in exercising any rights hereunder, or failure to exercise the same, shall operate as a waiver of such rights; no notice to or demand on the undersigned shall be deemed to be a waiver of the obligations of the undersigned or of the right of Creditor to take further action without notice or demand as provided herein; not in any event shall any modifications or waiver of the provisions of this Guaranty be effective, unless in writing, nor shall any such waiver be applicable except in the specific instance for which given.

Guarantor represents and warrants to Creditor that: (a) no representations or agreements of any kind have been made to Guarantor which would limit or qualify in any way the terms of this Guaranty; (b) this Guaranty is executed at Customer's request and not at the request of Creditor; (c) Creditor has made no representation to Guarantor as to the credit worthiness of the Customer; (d) upon Creditor's request, Guarantor will provide to Creditor complete and accurate financial and credit information on Guarantor, in a form acceptable to Creditor; and (e) Guarantor has established adequate means of obtaining from Customer on a continuing basis, information regarding Customer's financial condition.

This guaranty is, and shall be deemed to be, a contract entered into under and pursuant to the laws of the state of Minnesota and shall be in all respects governed, construed, applied and enforced in accordance with the laws of said state, and no defense given or allowed by the laws of any other state of the United States of America shall be interposed in any action hereon unless defense is also given or allowed by the laws of the State of Customer, if different from Minnesota.

Printed name of Guarantor:

Address: _____

Signature:

Social Security Number: _____

Email: _____

Phone: _____

Printed name of Customer:



TERMS AND CONDITIONS OF SALE – (Terms)

(Accompanying the Credit Agreement)

These Terms and Conditions of Sale ("Terms") consist of a legal agreement between the Customer listed on the Credit Agreement and Bemidji Steel Company, INC., a Minnesota corporation ("Creditor"). By completing the Credit Agreement and placing orders from Creditor ("Product(s)"), Customer acknowledges that he/she/it has read and agrees to be bound by these Terms. Any changes or modifications written on these Terms, or requested by Customer, are expressly rejected by Creditor, unless authorized by Creditor in writing. These Terms; the Credit Agreement, incorporated herein by reference; and the Guaranty that is also incorporated herein by reference (collectively referred to as this "Agreement"), consist of the entire agreement and understanding between the Customer, Creditor and Guarantor, and supersedes any prior or contemporaneous representations or agreements, written or oral. This Agreement shall be considered separate and severable from any other unincorporated agreements entered by Guarantor, Customer and/or Creditor, such as, but not limited to, any terms included on any invoices received for the payment of Products ordered, whereby such obligations shall be considered supplemental to this Agreement.

EXCEPT FOR THE EXPRESS WARRANTIES STATED HEREIN, CREDITOR MAKES NO EXPRESS OR IMPLIED WARRANTIES FOR THE PRODUCTS, INCLUDING THOSE OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. PRODUCTS ONLY CARRY THE ORIGINAL MANUFACTURER'S WARRANTY, IF ANY, AND CREDITOR IS NOT RESPONSIBLE FOR, AND MAKES NO EXPRESS OR IMPLIED WARRANTIES, WITH RESPECT TO PRODUCTS. ANY DESCRIPTION OF PRODUCTS ARE FOR THE SOLE PURPOSE OF IDENTIFYING THEM AND DOES NOT CONSTITUTE A WARRANTY OF ANY KIND. THE PRODUCTS ARE PROVIDED AS-IS AND WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT, IS WITH THE CUSTOMER. If an implied warranty or condition is created by the Customer's state and/or jurisdiction, and federal or state/provincial law prohibits the disclaimer of it, Customer also has an implied warranty or condition to the extent of such laws, as applicable.

Except for any credit elected by Creditor for Approved Returns (defined herein), CUSTOMER IS NOT ENTITLED TO ANY ADDITIONAL DAMAGES IN CONNECTION WITH THIS AGREEMENT OR ANY ALLEGATION AGAINST ANY PRODUCTS PROVIDED TO CUSTOMER, INCLUDING, BUT NOT LIMITED TO CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, LOST REVENUE OR PROFITS. Creditor and its suppliers' entire liability, and Customer's exclusive remedy, for any Approved Return; any alleged breach by Creditor of this Agreement, whether arising under contract, tort (including negligence), strict liability, any statutory remedy, or any other cause of action whatsoever; or for any other alleged liability against Creditor relating to the Products, shall not exceed a full refund of Customer's purchase price of the allegedly faulty Product, to be determined at Creditor's sole discretion.

Terms of Payment. The total purchase price stated on any invoice provided to Customer in connection with a Product order ("Invoice") or any other Liability (defined in the Guaranty) is due and payable in U.S. currency in the form of cash, credit card or check *within thirty (30) calendar days of the Invoice Date* ("Due Date"). All Liabilities which are not paid by the Due Date shall be assessed interest at a rate of 1-1/2% or the highest legal rate under state law, whichever is lower, for each month the Liability remains unpaid after the Due Date. Any Liability not paid within ninety (90) calendar days after the Due Date shall be considered in "Default" and entitle Creditor the right to pursue legal action or transfer the account to collections on the amount in Default. Creditor shall be entitled to assess Customer for any collection fees, attorneys' fees, court fees or other costs associated with the collection of any Liability not received by the Due Date. In the event of multiple orders, Invoices and/or extensions of credit, the Liability shall be cumulative, but each amount due shall have its own Due Date. Creditor shall have the right to apply payments first to any past due amount, in its sole discretion, unless otherwise required by law. Any sales taxes will be reflected on the Invoice(s) and added to the total purchase price. Creditor shall have the right to withhold delivery of any supplemental orders placed by Customer in the event the Customer has any amount due in Default.

Terms of Delivery. Unless the Customer and Creditor agree in writing otherwise, all shipments are F.O.B. point of original shipment. The risk of loss of Products, in the event of a breach or otherwise, passes to the Customer upon Creditor's delivery of the Products to the carrier for shipment. The Customer shall provide Creditor with the exact address of the place of delivery. Transportation charges when made freight prepaid by Creditor will be charged on the Invoice as freight and handling. All other delivery charges will be paid by the Customer directly to the carrier.

Acceptance. Products consisting of whole uncut steel pieces that are free of rust, damage or modification ("Uncut Steel") that are shipped to Customer shall be subject to acceptance by Customer within five (5) calendar days of receipt of shipment ("Inspection Period"). Customer must promptly inform Creditor in writing of any Uncut Steel that the Customer believes is non-conforming; any shortages in the order; any Uncut Steel shipped in error; or any other request for return by the Customer before the expiration of the Inspection Period ("Request for Return"). Except for the Request for Return on Uncut Steel, no refunds may be made on any other Products, including, but not limited to, any cut, processed or otherwise customized Products ("Custom Products"). Custom Products are not subject to cancellation once the order has been placed by the Customer. Creditor shall not be responsible for damage to its Products, or damage caused by its Products, resulting from improper installation, maintenance, unintended use or attempts to operate such Products beyond their mechanical or electrical capacity, intentionally or otherwise, or any unauthorized repair of its Products. Upon receipt of a Request for Return, Creditor, at its sole discretion, may either approve the Request for Return in writing ("Approved Return") or reject the Request for Return, but not to be unreasonably withheld by Creditor. If no Request for Return of Uncut Steel is received during the Inspection Period, the Uncut Steel and the invoice shall be deemed accepted. All Approved Returns not caused by Creditor's shipping error will be subject to handling and restocking charges and must be in clean, resalable condition with freight prepaid. Creditor will deduct the amount of all proper Approved Returns from the invoice or account of Customer, less any transportation, restocking and/or handling charges.

Force Majeure. Creditor shall not be responsible for any expense, loss, or damage resulting from delay or prevention of performance caused by fires; floods; Acts of God; strikes; labor disputes; labor shortages; lack of or reasonable inability to obtain materials, fuel, supplies, or equipment; riots; thefts; accidents; transportation delays; an act of failure to act by the Government; a major equipment breakdown; or any other cause beyond the reasonable control of Creditor.

Personal Guaranty. Each Credit Agreement includes a Personal Guaranty, whereby the Guarantor jointly and severally (if more than one), absolutely and unconditionally guarantees the prompt payment to Creditor of any unpaid Liabilities accrued on behalf of the Customer, and to repay any Default on demand, without requiring Creditor first to enforce payment against the Customer as further specified within the terms of the Personal Guaranty.

Taxes. Each Customer is responsible for paying the applicable sales tax for Products, unless a completed Form ST3, Certificate of Exemption is provided at the time the Product order is placed, or before the Products have been delivered to the Customer ("Retailer Exemption"). By claiming a Retailer Exemption, Customer hereby acknowledges to take sole responsibility for collecting all applicable taxes at the time the Products are resold, and if any Products exempt for resale are later used and not sold, Customer is solely responsible for reporting the cost of such Products as use tax purchases.

No Waiver. Any delay or failure by Creditor to enforce or pursue any of its remedies upon a breach by Customer shall not be construed as a waiver of Creditor's rights under this Agreement or applicable state law.

Assignment. No right or interest under this Agreement may be assigned by the Customer or Guarantor without the prior written consent of the Creditor.

Severability. If any part of this Agreement is deemed unenforceable for any reason, the remainder of the Agreement shall remain in full force and effect.

Governing Law. This agreement shall be construed under and controlled in all respects by the law of the state of Minnesota.

By checking the box, I confirm that I have read, understood, agree, and certify the contents of this document in its entirety.



Account Opening, Routing, & Verification

(Complete if different from physical address or multiple sites)

Shipping Address: _____ City: _____ State: _____ Zip: _____
 Shipping Address: _____ City: _____ State: _____ Zip: _____ (Alternate)

(Complete if different from Mailing)

Accounts Payable Address: _____ City: _____ State: _____ Zip: _____
 Email: _____

Preferences

Purchase Orders are **REQUIRED** to be received by all customers. **Please check this box in acknowledgement**

How are invoices to be delivered? (check one) **Emailed** or **Mail**

Is your company Tax Exempt? (check one) **YES** **NO** *If yes, a completed state tax exemption must be enclosed with this packet.*

Payments

What is your preferred method of payment? **ACH** **Credit Card** **Check**

ACH Transfers – A separate instruction sheet will be sent if you would like to pay via ACH.

Credit Cards – Please indicate the credit card you will be using to pay your account **AMEX** **MasterCard** **Visa**

Note: there is a convenience fee of 3.5% for credit card payments.

Customer Contact

Owner or Representative: _____	Phone: _____
	Email: _____
Purchasing Manager: _____	Phone: _____
	Email: _____
Accounts Payable _____	Phone: _____
	Email: _____
Accounts Payable: _____	Phone: _____
	Email: _____
Chief Financial Officer: _____	Phone: _____
	Email: _____
Other Contact: _____	Phone: _____
	Email: _____

By checking the box, I confirm that I have read, understood, agree, and certify the contents of this document in its entirety.

Logistics Delivery Agreement

Overview- Bemidji Steel Company only offers direct delivery and logistics management that is managed by Bemidji Steel Company and its logistics partners. We do not allow customers to pick up material onsite and all products must be delivered to customers or shipped via an approved third-party logistics provider. We have this policy to ensure our quality standards and timelines are controlled, this reduces the customer’s risk and ensures prompt and quality product delivery. This agreement outlines the parameters and expectations we have for our customers to ensure we can properly serve you; **your credit application will not be processed unless the Logistics Delivery Agreement is completed in full.**

Location:

Shipping address(s) are commercial locations on a paved street? **YES** **NO**

If NO, please describe below and enclose a photo of driveway and roadway.

Description _____

This location is accessible by a full-size semi with a 53-foot trailer, the roadway/driveway/parking lot, is free of tree branches and other objects that could scratch or damage or obstruct a delivery vehicle. **YES** **NO**

If NO, please provide an alternative delivery location.

Driveways and parking lots are surfaced with concrete, asphalt bituminous, or another hard surface. **YES** **NO**

If NO, please read and complete. Provide a photo of unloading area, gravel parking lots and driveways must consist of compacted class 5 gravel to support the weight of a fully loaded semi, they must be maintained. If a delivery vehicle becomes stuck in an unmaintained gravel or “dirt” driveway, you will be liable for towing and recovery costs plus any damages caused to the vehicle as a result of the incident, with a 50% of final invoice processing fee added by Bemidji Steel Company to the final recovery/towing invoice. Towing and recovery providers will be determined by Bemidji Steel Company, customers are not permitted to tow or attempt to recover these vehicles.

Unloading Equipment:

We will be unloading with a: **FORKLIFT** OR **OVERHEAD CRANE (straps)** *If no, please include and describe unloading equipment.*

Describe: _____

Define maximum weight limits of your unloading equipment: (lbs./tons) _____

I/we understand that we are liable for any damage caused to delivery vehicles in the unloading process by our [customers] staff and equipment. **(check this box that you agree)**

Unloading and receiving takes place: **OUTSIDE** or **INSIDE** *If outside, space must be free of snow, and ice.*

Delivery Hours:

Delivery/Receiving hours are from _____ to _____ on M-F or other days _____ per week.

Receiving Contact: _____ Email: _____ Phone: _____

During this time, you will have staff on site to unload delivery vehicles, if there are no staff onsite or a closure is not communicated to Bemidji Steel Company during these hours and a delivery attempt is made, a **\$500 aborted delivery fee will be charged to the customer.**

Packaging:

Bemidji Steel Company will transport and deliver material in an industry standard pallet size, skid weight, with industry standard material protection. We will minimize the number of each packaged group of materials. Please define below if you have specific packaging requirements, additional charges may be assessed for nonstandard packaging.

Specific Packaging Requirements

Returnable Containers – to reduce costs and be more environmentally sustainable, we may utilize metal or composite returnable parts containers, you have 30 days to return the container, if you do not do so, you will be charged a container replacement fee of **\$500.00 per container.**

Service Definitions:

Logistics Service Types				
Type	Service Area	Frequency	Delivery Equipment Used	Unloading Equipment Required
Local Delivery	10/30 miles from Bemidji	Daily/Scheduled	Freightliner Class 7 Flatbeds	O.H. Crane & Forklift
Regional Delivery	250 miles from Bemidji	Scheduled	Volvo Class 8 Semi Trucks	O.H. Crane & Forklift
Focus Market Delivery	Specific Markets	Scheduled	Volvo Class 8 Semi Trucks	O.H. Crane & Forklift
Direct VMI	Customer Specific	On- Demand	Volvo Class 8 Semi Trucks	O.H. Crane & Forklift
Express Logistics	Customer Specific	On -Demand	Mercedes-Benz Sprinter Vans	Forklift Only Pallets

Questions regarding logistics can be emailed to logistics@bemidjisteel.com or through your account executive.

By checking the box, I confirm that I have read, understood, agree, and certify the contents of this document in its entirety.

Order Modification Policy**Manufacturing**

Quantity Increases

Quantity increases will be accommodated when possible. All accommodations are subject to the existing BSC production schedule, and will need to be submitted before the two week firm deadline. If the increase will require more material than available, the additional quantity can be subject to price adjustments to cover additional associated costs.

Quantity Decreases/Cancelations

Quantity decreases and cancelations without additional costs will be permitted ONLY under the following circumstances:

- The request falls outside of the two week closed order deadline.
- Any special order or non-stock material, tooling, or equipment needed for production has not already been acquired.

We recognize that situations do occur outside of these terms, and we are committed to working with our partners to find the best solution possible when this happens. Any decreases or cancelation requests outside of these parameters are subject to the following:

- The buyer assumes responsibility for any parts that may have already been produced.
- Any excess special order or non-stock material resulting from a decrease/cancelation will be assessed a restocking fee.
- Pre-production and machine down time fees may be assessed in certain circumstances.

Due Date Adjustment

Any adjustments to order due dates must be made prior to the two week closed order deadline. Any due date adjustments made within 4 weeks of original due date are subject to Director level approval.

Express Manufacturing

BSC considers all manufacturing orders firm and closed two weeks prior to production. Any order within this threshold is considered finalized and may not be modified. We do recognize that the need for modifications within the closed period do occasionally occur, and BSC wishes to try to accommodate these situations when possible. Any order modification requests made within the two-week period will be considered an Express Manufacturing request and is subject to adjusted pricing and Director level approval. Please contact your Account Executive if such a request is needed.

Material Orders

Quantity Increases

Quantity increases will be accommodated if at all possible.

Quantity Decreases/Cancelations

Quantity decreases and cancelations will be considered for stock material orders. Special order and non-stock material orders will be subject to approval, and restocking fees.

Due Date Adjustments

All due date adjustments within reason will be considered. Warehousing/stocking fee may be assessed outside of a VMI program.

By checking the box, I confirm that I have read, understood, agree with the contents of this document in its entirety.



Remittance for Bemidji Steel Company

Information	
Legal Name	Bemidji Steel Company, Inc.
DBA	BSC & Bemidji Steel Company
Physical Address	23782 County 9 Bemidji, MN 56601
Mailing Address	PO Box 1360 Bemidji, MN 56619
Phone Number	(218)-751-2000
Billing	accounting@bemidjisteel.com
Credit	credit@bemidjisteel.com
ACH Contact/Setup	accounting@bemidjisteel.com
Sales Tax Exemption	<p>For sales tax exception include your states form with your credit agreement at time of submission. Below are for our regional customers in these states.</p> <p>Minnesota link is here. North Dakota link is here. South Dakota link is here. Iowa link is here. Wisconsin link is here.</p> <p>For all other states, we will send you the proper documentation.</p>
Logistics (Delivery Services)	logistics@bemidjisteel.com
Federal Certifications	Woman -Owned Business – SBA HUBZone Certified – SBA
Quality Certifications	ISO 9001:2015

By checking the box, I confirm that I have read, understood, agree with the contents of this document in its entirety.



W-9

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

**Request for Taxpayer
Identification Number and Certification**

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

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Bemidji Steel Company, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC

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

Other (see instructions) ▶ _____

C Corporation

S Corporation

Partnership

Trust/estate

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
23782 County 9

6 City, state, and ZIP code
Bemidji, MN 56601

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

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

OR

Employer identification number

4	1	-	1	8	3	7	0	4	3
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 for Part II, later.

Sign Here

Signature of U.S. person

Diane Grandale

Date ▶ *4/7/2023*

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



Frequently Asked Questions – Finance & Credit

Questions	Answers
Where do I go to change my account information?	Email credit@bemidjisteel.com
How do I calculate the amount of credit requested?	Determine estimated anticipated yearly spend with Bemidji Steel Company and divide by 12.
Is my information confidential?	Yes, we take your privacy seriously, your information is confidential and held internally. We may only request information from your credit references to determine credit decisions. Your information is not shared back to them.
Who do I contact for my account balance?	Your Sales Account Executive.
How do I pay my account?	You can pay via ACH bank transfer, Check, or Credit Card. Please note a service fee will be incurred for credit card payments.
Can I return or cancel an order?	Please contact your account executive for more specific information. Late or special-order material only cancellations will incur a restocking fee. Fabrications and processed parts are nonrefundable once processed, refer to terms and conditions.
How long does it take to set up my account?	It can take up to 10 business days to open your account, we recommend notifying your credit references for prompt responses to our credit inquiries. While credit is pending, there are alternative payment options.
How long will my account be open if it is inactive?	If your account is inactive for more than 12 months, it will be closed and archived. You will be requested to re-apply for credit.
What If my company changes ownership?	A new credit agreement must be completed under the new ownership structure. The company will be reviewed as a new company applying for credit.

By checking the box, I confirm that I have read, understood, agree with the contents of this document in its entirety.



Frequently Asked Questions – Manufacturing

Questions	Answers
What do we need to quote parts?	<p>We need the following.</p> <p>Laser: We need a flat .dxf file and an accompanying .PDF print. Laser-Bend: We need a 3D .STEP file and .PDF print. Tube Laser: We need a 3D .STEP file and .PDF print. Weldments: We need a 3D .STEP file and .PDF print.</p> <p><u>We will not be able to quote unless both above items are received.</u> This ensures we produce the right part for you.</p>
Can I provide my own material for my parts?	Generally, no, this is to protect our manufacturing equipment, staff, and ultimately, you the customer. We cannot guarantee quality or traceability of materials provided by customers. Under very limited circumstances we will take customer material, all material certifications must be provided to us before processing.
Do you provide engineering services?	No, we do not engineer or provide any product design services.
How fast can I get my parts?	Lead times are dependent on several factors, such as resource demand, material availability, and logistics services. Your Account Executive will clearly communicate when to expect your order.
Will you inventory repetitive order parts?	We produce parts on demand within a production schedule.
How are my parts packaged?	They are packaged in boxes, pallets, and returnable bins. Customers may supply their own returnable packaging per approval by Bemidji Steel Company.
Can I modify my order after a Purchase Order (PO) is issued?	Please see our attached Order Modification Policy.
How is quality controlled at BSC?	We are an ISO 9001:2015 certified company.
How does BSC process urgent (expedited) manufacturing?	Account Executives will work with partners to address any express manufacturing needs that may arise. All approved express services are subject to additional costs.

By checking the box, I confirm that I have read, understood, agree with the contents of this document in its entirety.