

# Application for Credit

TO: **The Loxcreen Company, Inc.**

\_\_\_\_\_  
\_\_\_\_\_

Firm Name \_\_\_\_\_

Street Address \_\_\_\_\_

Mailing Address \_\_\_\_\_

County \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_

Fax No. \_\_\_\_\_

Email Address \_\_\_\_\_

Duns Number \_\_\_\_\_

Taxable \_\_\_\_\_

Tax Exempt No. \_\_\_\_\_

(Please attach copy of certificate)

Year Incorporated \_\_\_\_\_

## CREDIT INFORMATION (List applicable data.)

(a) For Corporation.

Names and Titles of Officers:

Name \_\_\_\_\_ Title \_\_\_\_\_ Name \_\_\_\_\_ Title \_\_\_\_\_

(b) For proprietorship or partnership.

Owner's Name \_\_\_\_\_ Residence \_\_\_\_\_

Social Security Number \_\_\_\_\_

Owner's Name \_\_\_\_\_ Residence \_\_\_\_\_

Social Security Number \_\_\_\_\_

## PLEASE PRINT OR TYPE – COMPLETE ADDRESSES REQUIRED FOR PROCESSING

### CREDIT REFERENCES

Banks:	Name	Phone	Fax
(1)	_____	_____	_____
(2)	_____	_____	_____

Suppliers:

(1)	_____	_____	_____
(2)	_____	_____	_____

### FOR OFFICE USE ONLY

TTY # \_\_\_\_\_

INQ. DTE. \_\_\_\_\_

CUS. # \_\_\_\_\_

EMPLY \_\_\_\_\_

DTE \_\_\_\_\_

We hereby apply for open account privileges subject to the Terms and Conditions shown on the reverse side of this application. You are authorized to contact any and all of the above regarding our credit standing. When social security numbers are supplied for proprietorships and partnerships we authorize you to order consumer reports as defined by the Fair Credit Reporting Act (FCRA).

\_\_\_\_\_  
Print or Type Name Date

\_\_\_\_\_  
Signature Title

# Terms & Conditions

1. **CONTRACT BETWEEN BUYER AND SELLER:** A written order and acknowledgment shall constitute the contract between Buyer and Seller, and said Contract may not be amended or rescinded except by written agreement by both parties, referring expressly to this contract.
2. **WARRANTY:** Seller warrants that merchandise sold to Buyer shall be free from defects in material and workmanship and shall conform to specifications. **EXCEPT FOR SUCH WARRANTY, THE SELLER DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY KIND WHATSOEVER, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE AND INCLUDING BUT NOT LIMITED TO ANY ORAL OR WRITTEN DESCRIPTION OF THE PRODUCTS, THEIR CHARACTERISTICS OR PROPERTIES OTHER THAN THAT SPECIFICALLY STATED IN THE FOREGOING LIMITED WARRANTY. SELLER SHALL HAVE NO LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES AS A RESULT OF THE SALE OF ITS MERCHANDISE.** In the event that its merchandise is not as warranted, Buyer's sole remedy will be, at Seller's election, replacement of the merchandise or return of the purchase price. Prior written approval from the Seller must be secured before returning any merchandise for credit.
3. **TOLERANCES:** Standard Commercial tolerances apply unless otherwise specified.
4. **PRICE:** Prices are based on existing conditions and are subject to change, at our discretion, at any time prior to order shipment. Unless otherwise specified, all prices are based on quantity shipped per release, with Buyer accepting over-run or under-run on each individual item based on standard shipping tolerances. Exact control of quantity shipped must be specified as a requirement of said contract.
5. **CREDIT:** All shipments shall be subject to the approval of Seller's Credit Department. If, in the sole judgment of the Seller, the financial responsibility of the Buyer is unsatisfactory, or becomes impaired, or if Buyer fails to make any payment in accordance with the terms of the contract, then Seller may defer or decline to make any shipments except upon receipt of satisfactory security or cash payments in advance, or Seller may terminate the contract.
6. **TAXES:** All prices are subject to the net additions of all Federal, State, or Municipal taxes or charges which may be established or levied upon or assessed against the merchandise under contract.
7. **SHIPMENTS:** Unless otherwise specified, title to all merchandise, and the risk of loss, shall pass to the Buyer upon delivery by the Seller to the transportation carrier at the shipping point or the actual transfer of possession to the Buyer, whichever is earlier.
8. **DELAYS:** Seller cannot be held liable for loss or damage arising from delay in fulfilling or failure to fulfill any accepted order in accordance with its terms where such delay or failure is caused by shortage of materials, delays of carriers, embargoes, fires, floods, strikes, riots, wars, acts of God, or other causes beyond our control.
9. **RETURNED MATERIAL AUTHORIZATION:** Seller must be notified within 10 days after delivery of Buyer's request to return merchandise. Upon receipt of Seller's authorization, merchandise must be returned within 30 days in accordance with Seller's shipping instructions. Merchandise must be returned in exactly the same condition as in which it was received by Buyer. Handling and restocking fees will be charged to Buyer's account.
10. **CANCELLATION:** Said contract is subject to cancellation only upon Seller's acceptance of such cancellation in writing and the effective date of cancellation shall be the date of such acceptance. Payment of cancellation charges shall be made by Buyer upon receipt of statement of same. Cancellation charges shall not exceed the purchase price of the canceled portion of the contract.
11. **EQUIPMENT:** Any equipment (including jigs, process dies and tools, etc.) which Seller constructs or acquires specifically for use on Buyer's order shall be the sole property of Seller, whether or not they are charged to Buyer's account. Die charges are for exclusive use of extrusion tooling and are not subject to refund. Dies which indicate no activity for two years or more will be scrapped without notice and replacement cost will be for Buyer's account.
12. **PATENT PROTECTION:** Seller agrees to indemnify Buyer against any claims or liabilities for or by reason of alleged patent infringement arising from the manufacture or sale of any merchandise furnished Buyer hereunder, except where the specifications, process, design or method of manufacture originated with Buyer, in which event Buyer agrees to indemnify Seller in like manner.

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Signature

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Date