

CREDIT APPLICATION

BRANCH LOCATION _____
DATE _____
YEARS IN BUSINESS _____
TYPE OF BUSINESS _____
() CORPORATION () PARTNERSHIP () PROPRIETOR
INTERNET OR EMAIL ADDRESS _____

TELEPHONE # _____ FAX # _____

PRINCIPALS NAMES AND HOME ADDRESSES

NAME _____
ADDRESS _____

NAME _____
ADDRESS _____

NAME _____
ADDRESS _____

() OWN
TEL# _____ () RENT

() OWN
TEL# _____ () RENT

() OWN
TEL# _____ () RENT

MARKET VALUE _____

MARKET VALUE _____

MARKET VALUE _____

MORTGAGE BALANCE _____

MORTGAGE BALANCE _____

MORTGAGE BALANCE _____

MORTGAGE CO _____

MORTGAGE CO _____

MORTGAGE CO _____

SOCIAL SECURITY NO _____

SOCIAL SECURITY NO _____

SOCIAL SECURITY NO _____

SPOUSE'S NAME _____

SPOUSE'S NAME _____

SPOUSE'S NAME _____

BANK REFERENCES

BANK NAME _____
ADDRESS _____

BANK NAME _____
ADDRESS _____

BANK NAME _____
ADDRESS _____

ACCT NO _____

ACCT NO _____

ACCT NO _____

TRADE REFERENCES (SUPPLIERS ONLY)

1. NAME _____
ADDRESS _____

2. NAME _____
ADDRESS _____

3. NAME _____
ADDRESS _____

TEL NO _____

TEL NO _____

TEL NO _____

TERMS AND CONDITIONS OF SALE INCLUDING PERSONAL GUARANTY

1. Payment terms: 1% 10th Prox. Net E.O.M. All sheet metal products, aluminum siding, asphalt, pitch, tarred felt and all equipment 30 days net. Balance on past due accounts shall be subject to payment of interest at the rate of 1 1/2% per month or the maximum amount permitted by applicable law after 60 days from initial invoice date. In the event the services of a collection agency or an attorney becomes necessary to secure payment of this account or any invoice or to enforce the terms hereof, there shall be added to the amount due and be collectible therewith any such collection or attorney fees and costs, which in any event shall be at least 25% of any amount so due by buyer or the maximum amount permitted by law.

SEE REVERSE SIDE FOR REMAINING TERMS AND CONDITIONS OF SALE, PARAGRAPHS 2 THROUGH 11

I/we represent that I/we have read and understand all of the terms and conditions of sale as listed above and on the reverse side of this application and that I/we are authorized to accept these terms and conditions of sale for **Applicant** and that all facts contained herein are truthful to the best of our knowledge and all goods charged to this account will be for commercial use with the intent to earn profit. Buyer represents and warrants that buyer is not a "consumer" as defined in the Federal Consumer Credit Protection Act or any other consumer credit law. I/we understand that if **Applicant** is granted credit, in consideration of the foregoing terms and for value received, I/we (severally/jointly) guarantee the payment for all purchases by the **Applicant** and the payments of all sums to become due hereunder for all additional purchases. The undersigned waive(s) notice of acceptance of this guaranty and notice of any default by said **Applicant**. This shall be a continuing guaranty and shall remain in full force and shall be binding upon guarantor and guarantor's heirs, executors, administrators and assigns and shall not be affected by any extension of time, payments, increased credit limit, the taking or releasing of any note, obligation or security for Buyer's indebtedness, modifications, or additions to this agreement with or without consent of the guarantor. This guaranty shall be for the benefit of Royce Company, and if its affiliated corporations to which I/we may be indebted and its and their respective successors and assigns. A corporate title after my/our signature(s) is not intended to negate my/our guaranty.

Applicant/Guarantor authorizes all persons, institutions, organizations, companies, and credit reporting agencies to furnish any and all pertinent information, including commercial and consumer credit reports requested by Royce Company.

Signature of Applicant/Guarantor _____ Date _____

Signature of Applicant/Guarantor _____ Date _____

Signature of Applicant/Guarantor _____ Date _____

Signature of Applicant/Guarantor _____ Date _____

Salesman No _____ Date _____ Approved by _____

Price Level _____ Cust. Type _____

TERMS AND CONDITIONS

1. PAYMENT TERMS: 1% 10th PROX. NET E.O.M. – BUYER SHALL PAY EACH INVOICE IN ACCORDANCE WITH THE PAYMENT TERMS WITHOR WITHOUT BUYER'S SIGNATURE ON SHIPPING DOCUMENTS. (DISCOUNT RATE SUBJECT TO CHANGE AS ANNOUNCED BY ROYCE COMPANY, FROM TIME TO TIME). EXCEPTIONS: ALL SHEET METAL PRODUCTS, ALUMINUM SIDING, ASPHALT, PITCH, TARRD FELT AND ALL EQUIPMENT 30 DAYS NET. BALANCE ON PAST DUE ACCOUNTS SHALL BE SUBJECT TO PAYMENT OF INTEREST AT THE RATE OF 1 ½% PER MONTH OR THE MAXIMUM AMOUNT PERMITTED BY APPLICABLE LAW AFTER 60 DAYS FROM INITIAL INVOICE DATE. IN THE EVENT THE SERVICE OF AN ATTORNEY BECOMES NECESSARY TO SECURE PAYMENT OF THIS ACCOUNT OR ANY INVOICE OR TO ENFORCE THE TERMS HEREOF, THERE SHALL BE ADDED TO THE AMOUNT DUE AND BE COLLECTIBLE THEREWITH ANY SUCH ATTORNEY'S FEES, WHICH IN ANY EVENT SHALL BE AT LEAST 25% OF ANY AMOUNT SO DUE BY BUYER OR THE MAXIMUM AMOUNT PERMITTED BY APPLICABLE LAW.

2. **ALL GOODS ARE SOLD "AS IS"**; HOWEVER, GOODS WILL BE ACCEPTED FOR RETURN IF THEY ARE UNUSED, IN RESALABLE CONDITION, AND CURRENT PRODUCTION ITEMS, BUT IN NO EVENT WILL GOODS BE ACCEPTED FOR RETURN ON SPECIAL ORDERS, OR ON RETURNS AFTER TEN (10) DAYS FROM THE DATE OF DELIVERY. A 20% HANDLING AND BOOKKEEPING CHARGE WILL BE MADE ON ALL RETURNS.

3. THE BUYER ACKNOWLEDGES THAT THE SELLER RETAINS THE ABSOLUTE RIGHT TO LIMIT THE AMOUNT OF CREDIT OR REFUSE FURTHER CREDIT TO THE BUYER AT ANY TIME OR TO REQUIRE PAYMENT IN FULL AS A CONDITION OF SHIPMENT. SELLER SHALL NOT BE REQUIRED TO PROCEED WITH PERFORMANCE OF THIS CONTRACT WHILE BUYER IS IN DEFAULT UNDER THIS OR ANY OTHER CONTRACT WITH SELLER OR UPON THE SUSPENSION OF BUSINESS ON INSOLVENCY OR LIQUIDATION OF BUYER. EACH DELIVERY HEREUNDER SHALL CONSTITUTE A SEPARATE CONTRACT AND PLACEMENT OF THIS ORDER SHALL BE DEEMED BUYER'S ACCEPTANCE OF THESE TERMS AND CONDITIONS REGARDLESS OF WHETHER BUYER HAS RECEIVED AN ACKNOWLEDGEMENT OF THIS ORDER FROM SELLER AT THE TIME OF THE ORDER. ANY ADDITIONAL ORDER OF THE GOODS SOLD HEREUNDER WHETHER SUCH ORDER RESULTS FROM SHORTAGES DUE TO BUYER'S ERROR OF FAULT, OR REPLACEMENTS OR ADDITIONS REQUIRED BY BUYER SHALL CONSTITUTE SEPARATE CONTRACT'S FOR WHICH BUYER SHALL BE OBLIGATED AND SELLER MAY RECOVER FOR EACH SUCH SHIPMENT AS A SEPARATE TRANSACTION WITHOUT REFERENCE TO OTHER SHIPMENTS. THESE TERMS ARE THE SOLE CONTRACT BETWEEN SELLER AND BUYER AND NO CHANGE OF THE TERMS HEREOF SHALL BE AFFECTED BY THE ACKNOWLEDGEMENT OR ACCEPTANCE BY SELLER OF ANY PURCHASE ORDER OR OTHER FORM SUBMITTED BY BUYER CONTAINING ADDITIONAL OR DIFFERENT TERMS. COURSE OF DEALING, USAGE OF TRADE OR COURSE OF PERFORMANCE SHALL NOT SUPPLEMENT, VARY OR EXPLAIN THESE TERMS. THE FOREGOING SHALL NOT AFFECT ANY OTHER CONDITIONS OR AGREEMENTS SELLER MAY REQUIRE BUYER TO SIGN IN ORDER TO CONSIDER OR PERMIT THE SALE OF MATERIALS TO BUYER AND THESE TERMS WILL SUPPLEMENT SUCH OTHER CONDITIONS OR AGREEMENTS.

4. **AS TO ANY GOODS SOLD HEREUNDER, THE SELLER MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. BUYER ACKNOWLEDGES THAT BUYER IS MAKING THIS PURCHASE BASED UPON BUYER'S SPECIFICATIONS TO SELLER OF THE GOODS REQUIRED BY BUYER AND NOT BY REASON OF ANY STATEMENT MADE BY OR ON BEHALF OF SELLER AS TO THE MERCHANTABILITY, SPECIFIC ATTRIBUTE OR OTHERWISE OF SAID GOODS.**

5. **AS TO ANY GOODS SOLD HEREUNDER, THE BUYERS RELEASES SELLER FROM ANY LIABILITY HEREUNDER FOR PERSONAL INJURIES, KNOWN OR UNKNOWN, AND DAMAGE TO PROPERTY REAL OR PERSONAL CAIUSED BY OR ARISING FROM THE GOODS SOLD HEREUNDER AND AGREES NOT TO SUE SELLER UNDER ANY THEORY OF STRICT LIABILITY IN TORT, NEGLIGENCE, CONTRACT OR OTHERWISE FOR ANY CLAIM OR DEMAND FOR PERSONAL INJURIES AND PROPERTY DAMAGE WHICH IN ANY MANNER ARISES OUT OF THE SALE, USE, APPLICATION, TRANSPORTATION OR OTHERWISE OF THE GOODS SOLD HEREUNDER. THE FOREGOING DISCLAIMERS OF WARRANTY AND DISCLAIMER OF LIABILITY SHALL BE BINDING UPON THE BUYER AND ANY SUCCESSORS IN TITLE, ASSIGNS, TRANSFEREES, AND ULTIMATE USERS.**

6. BUYER HEREBY INDEMNIFIES AND HOLDS SELLER HARMLESS FROM ANY AND ALL PROPERTY DAMACES OR PERSONAL INJURY CLAIMS, AWARDS OR JUDGMENTS INCLUDING ALL FINES, PENALTIES AND ATTORNEYS' FEES OF ANY KIND ARISING FROM SELLER'S SALE AND/OR DELIVERY OF THE GOODS UNDER THIS CONTRACT.

7. ALL SPECIAL ORDERS ARE NOT CANCELABLE UPON ACCEPTANCE BY SELLER. SELLER PRIOR TO ACCEPTANCE OF ANY SPECIAL ORDER, MAY REQUIRE A DEPOSIT FROM BUYER IN SUCH AMOUNTS AS SELLER DEEMS APPROPRIATE. DUE TO THE NATURE OF SPECIAL ORDERS AND DIFFICULTY IN FIXING ACTUAL DAMAGES TO SELLER IF BUYER SHOULD ATTEMPT TO CANCEL A SPECIAL ORDER THE DEPOSIT SHALL BE FORFEITED TO SELLER AS LIQUIDATED DAMAGES IF BUYER ATTEMPTS TO CANCEL SUCH SPECIAL ORDER AFTER ACCEPTANCE BY SELLER.

8. **SELLER SHALL NOT BE RESPONSIBLE FOR ANY DELAYS IN DELIVERING OR FOR ANY CONSEQUENTIAL OR SPECIAL DAMAGES. IN ADDITION TO THE FOREGOING, SELLER SHALL NOT BE LIABLE FOR WITHOIJT LIMITATION, DAMAGE TO DRIVEWAYS, SIDEWALKS, WALKWAYS, LAWNS, SPRINKLER SYSTEMS, GARDEN, SEPTIC SYSTEMS, DRAIN FIELDS, SHRUBBERTY, FLOWER BEDS, AND ANY OTHER STRUCTURES, BUILDINGS, OR PORTIONS THEREOF, AS A RESULT OF ROOFING OR ON THE JOB DELIVERIES.**

9. RISK OF LOSS TO ALL GOODS SOLD SHALL PASS TO BUYER UPON DELIVERY TO CARRIER AT POINT OF SHIPMENT WHETHER OR NOT SELLER PAYS ANY PART OF THE FREIGHT UNLESS SUCH MATERIALS ARE DELIVERED BY SELLER'S TRUCKS, IN WHICH CASE, RISK OF LOSS IN SUCH MATERIALS SHALL REMAIN AND BE IN SELLER AND SHALL PASS TO BUYER UPON DELIVERY TO BUYER AT BUYER'S DESTINATION POINT. IF BUYER REQUIRES A MEANS OF TRANSPORTATION OTHER THAN THAT SELECTED BY SELLER THEN, ANY EXTRA COST INCURRED BY REASON OF USING OTHER MEANS SHALL BE PAID BY BUYER. SELLER SHALL RETAIN A PURCHASE MONEY SECURITY INTEREST IN ALL GOODS UNTIL SAME ARE FULL PAID BY BUYER. ON SELLER'S REQUEST, BUYER SHALL EXECUTE ANY DOCUMENTS REQUIRED BY SELLER TO PERFECT SUCH SECURITY INTEREST IN THE GOODS AND WHERE PERMITTED, BUYER HEREBY AURHORIZES SELLER TO SIGN AND FILE, WITHOUT BUYER SIGNING, FINANCING STATEMENTS TO PERFECT SELLER'S PURCHASE MONEY SECLRITY INTEREST. ON DEMAND, BUYER SHALL PAY TO SELLER ANY EXPENSES OF PREPARING AND FILING OF SUCH STATEMENTS.

10. THIS CONTRACT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH LAWS OF THE STATE IN WHICH THE SELLER'S LOCATION HAS RECEIVED THE ORDER FOR PURCHASE OF THE GOODS.

11. BUYER, BY PLACING ITS ORDER WITH ROYCE COMPANY, REPRESENTS AND WARRANTS THAT BUYER IS FAMILIAR WITH AND IN COMPLIANCE WITH ALL LAWS AND REGULATIONS APPLICABLE TO ITS WORK THERE, INCLUDING ALL OSHA RULES AND REGULATIONS WITH SPECIFIC REFERENCE TO THE SAFETY STANDARDS FOR FALL PROTECTION IN THE CONSTRUCTION INDUSTRY (29CFR PARTS 1910 AND 1926), APPLICABLE TO ITS EMPLOYEES AND ALL RELATED ACTIVITIES AT THE SITE. BUYER FURTHER REPRESENTS THAT ALL OF ITS EMPLOYEES HAVE RECEIVED TRAINING IN AND UNDERSTAND THE REQUIREMENTS OF THE OSHA FALL PROTECTION REGULATIONS.