

Credit Application

INSTRUCTIONS: Please print or type. Fill in all spaces and complete by signing where indicated. We cannot process the credit application without tax information. A signature is mandatory prior to receiving credit terms. If a corporation, the signature must be that of an officer or authorized agent. The information you provide on this application will be used in an attempt to provide you with a line of credit for the purchase of product from EFCO Corporation and its division(s). Please answer the following questions:

- Our terms are net **30** days: Will you be able to meet these terms? Yes No
- Do you agree to tell us if you ever become unable to pay us on time? Yes No

Bill to Address

Trade Name of Business: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ Email: _____

How long at this location by this ownership? _____

If less than one year previous businesses owned/leased or employment history: _____

Corporation / LLC Individual Partnership Other Explain: _____

Complete if Corporation or LLC

Name of Entity: _____

President: _____ Address: _____

Vice President: _____ Address: _____

Sec./Treasurer: _____ Address: _____

Date Formed: _____ State: _____ Tax ID#: _____

Complete if Individual or Partnership

Principal #1 (Owner): _____

Address: _____ Phone: _____

Principal #2 (Owner): _____

Address: _____ Phone: _____

Bank Reference

Name of Banking Institution: _____
Address: _____
Phone: _____ Contact Name: _____
Checking Account #: _____ Savings Account #: _____

Major Trade Supplier References

Company Name _____

Address _____

City State Zip _____

Phone Number _____

Contact Name & Position _____

Company Name _____

Address _____

City State Zip _____

Phone Number _____

Contact Name & Position _____

Company Name _____

Address _____

City State Zip _____

Phone Number _____

Contact Name & Position _____

Company Name _____

Address _____

City State Zip _____

Phone Number _____

Contact Name & Position _____

The information contained herein is submitted by the undersigned for the purpose of obtaining credit. The undersigned expressly agrees to make payment in full to **EFCO CORPORATION** for all purchases in accordance with **EFCO CORPORATION** invoice(s). Should the undersigned default in any such payment, the undersigned expressly agrees to pay a late service charge on any amounts in default at the maximum rate permitted by law, and at **EFCO CORPORATION'S** option, all amounts owed **EFCO CORPORATION** by the undersigned shall become immediately due and payable. The undersigned further agrees to pay a reasonable attorney's fee and all other costs and expenses incurred by **EFCO CORPORATION** in the collection of any obligation of the undersigned pursuant hereto. Further, in signing this application you agree to **EFCO CORPORATION'S** terms and conditions as stated on page four of this application. The undersigned shall not transfer or assign this agreement without the prior written consent of **EFCO CORPORATION**.

Date

X _____
Authorized Signature

Printed Name & Title

PLEASE SIGN BELOW AUTHORIZING US TO OBTAIN CREDIT INFORMATION FROM YOUR BANK

X _____
Customer Signature Printed Name

BELOW FOR CREDIT DEPARTMENT AND BANK USE ONLY

Bank Reference: _____ ATTN: _____

Checking Acct. # _____ Savings Acct. # _____

Fax: _____

RE: _____

The above referenced subject has given your bank as a credit reference. Please answer the questions below and return via facsimile to 417-235-7313 at your earliest convenience. All information will be held in strict confidence.

Credit Department
EFCO CORPORATION

Our experience with the above referenced subject has been:

DEPOSITORY ACCOUNTS:

Date (s) opened: _____ Average balances: _____

If closed, when? _____ High Credit: _____

NSF(dishonored checks)?: _____

LOAN ACCOMMODATION: (Type/Amount)

Line of Credit: _____ Term: _____

Mortgage: _____ Installments: _____

Amount (s) past due: _____ Other: _____

Bank's Signature

Date

Guaranty

NOTICE: BY EXECUTING THIS GUARANTY YOU BECOME LIABLE FOR THE OBLIGATION OF THE DEBTOR NAMED BELOW.

In consideration of the extension of credit by **EFCO CORPORATION** ("Creditor")

To _____ ("Debtor"), the undersigned hereby unconditionally guarantees payment of all amounts Debtor shall at any time owe to Creditor on account of good sold and delivered to Debtor whether such indebtedness is in the form of notes, bills, open account or otherwise. This guaranty shall continue notwithstanding any change in the form of such indebtedness or renewals or extensions granted by Creditor without the necessity of obtaining any consent of the undersigned thereto, until expressly revoked by written notice from the undersigned. Any such revocation shall not in any manner affect the liability of the undersigned as to indebtedness contracted by Debtor prior thereto. This guaranty extends to and includes any and all interest due or to become due together with all attorneys' fees costs, and expenses incurred by Creditor in connection with any matter covered by this guaranty.

The undersigned hereby waives notice of acceptance of this guaranty by Creditor and notice of default or of non-payment. No delay by Creditor in exercising any right hereunder or taking any action to collect or enforce payment or any obligation hereby guaranteed, either as against Debtor or any other person otherwise liable, shall operate as a waiver of any such right or in any manner prejudice the rights of Creditor against the undersigned. The undersigned hereby agrees that in the event of any default by Debtor, Creditor shall be entitled to proceed against the undersigned immediately for such payment without prior demand or notice. The undersigned further agrees to pay a reasonable attorney's fee and all other costs and expenses incurred by Creditor in the enforcement of this guaranty. In the case of multiple guarantors hereunder, all liability of each such guarantor shall be joint and several.

X _____
Signature (Principal #1)

Date

Printed Name & Title

X _____
Signature (Principal #2)

Date

Printed Name & Title

X _____
Signature

Date

Printed Name & Title

TERMS AND CONDITIONS

1. This price quotation is subject to approval by EFCO CORPORATION'S (EFCO) Credit Department.
2. Upon (1) receipt of purchase order from Customer; (2) acceptance by Customer of this price quotation and these Terms and Conditions, and (3) upon Customer credit approval by EFCO's Credit Department, this job will be scheduled by EFCO and an estimated shipping or delivery date will be assigned. It is understood and agreed that this date is an estimated date. EFCO will endeavor to comply with this date; however, EFCO will not be subject to any charges, back charges, penalties, liquidated damages, or liability whatsoever for failure to comply with said date.
3. Payment terms are: 1% -10 days- Net due thirty (30) days from invoice date. 1% discount is not applicable to credit card payments. FOB Point: EFCO dock. It is understood and agreed that the merchandise quoted is specially manufactured or fabricated to order, and will be paid for by Customer in accordance with these Terms and Conditions. Interest rates will be added to all overdue or delinquent payments at the rate of one and one-half percent (1 ½%) per month or the maximum legal interest rate, if less than 1 ½% per month. Customers will pay EFCO's reasonable attorney fees and expenses, if legal action is necessary to collect payment from Customers. All past due accounts will be subject to being placed on credit hold, which may include removal of in-house orders from EFCO's production schedule.
4. This price quotation is void if not accepted within sixty(60) days of its date with the exception of thirty(30) days of its date for express/expedite orders.
5. If shipment of materials is not accepted or made within one hundred and twenty (120) days of receipt of purchase order, EFCO reserves the right to re-price the quotation at EFCO's sole discretion. If ship date is changed after delivery date is accepted, a charge of 2% of the dash value or no less than \$1,000 per incident shall apply. Additional storage fees may apply. Copies of Storage Fee Policy are available upon request.
6. EFCO may terminate the agreement by providing written notice to Customer providing a 7-day cure period, in the event Customer fails to make payment according to the terms herein, fails to take delivery within 30 days upon receiving written notice from EFCO (in the event 120 days from date of this agreement have elapsed), or commits any other material breach of this agreement. Upon termination Customer shall pay all damages EFCO has incurred, including any reasonable attorneys' fees incurred by EFCO to collect such damages. All limitations of liability survive termination.
7. Neither federal, state, county, or municipal sales or use taxes nor freight of any kind is included in this price quotation unless specifically mentioned and included in the price quotation.
8. If Customer's order is tax exempt, a tax exempt certificate approved by EFCO's Finance Department must be on file prior to your order being produced. Should the required certificate not be on file prior to invoicing, tax will be charged to your order and payment in full expected accordingly. The Customer bears sole responsibility for requesting a refund from Customer's appropriate state agency.
9. EFCO does not include glass or glazing unless specifically mentioned and included in this price quotation.
10. EFCO does not include erection, erection fasteners, caulking, caulk stops, blocking, shims, unloading, or any fieldwork, unless expressly provided for in this price quotation.
11. To the fullest extent permitted by law, customer shall defend and indemnify EFCO, its parent, employees, and agents from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or relating to the purchase, installation, or use of the goods supplied by EFCO pursuant to this Price Quotation, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused in whole or in part by the acts or omissions of Customer or anyone directly or indirectly employed by it, regardless of whether or not such claim, damage, loss, or expense is also caused in part by a party indemnified hereunder.
12. EFCO will not be responsible for errors in or misuse of the price quotation by any person or representative not an employee of EFCO.
13. Any customer changes submitted to EFCO after the last revision date will be subject to all reasonable costs incurred.
14. EFCO shall not be subject to any liquidated damages, charges, back charges, penalties or liability whatsoever of any kind for delayed delivery due to strikes, slow-downs, floods, fires, accidents, contingencies of transportation, embargoes, inability to obtain raw materials, or any other causes beyond the control of EFCO. Customer further waives all incidental, special and consequential damages due to late delivery.
15. All finishes may vary in color shading and gloss, and Customer agrees to abide by standard variations based on published AAMA guidelines.
16. EFCO will not be responsible for or pay for any job-site or fieldwork, repairs, corrections, or modifications unless authorized in writing by EFCO. All job-site or fieldwork, repairs, corrections, or modifications shall be performed in accordance with EFCO's Field Services Policy and Procedures, which is incorporated by references as if fully written herein. Copies are available from EFCO by request.
17. Customer will be responsible for filing a claim with carrier for all freight damages and/or material shortages. Customer must report any freight damage or shortages of material EFCO within ten (10) business days.
18. The products and/or services included in this price quotation are specified by and approved by Customer, who assumes full responsibility for any errors or omissions in specifying or ordering same. Subject to the terms of this agreement, EFCO assumes responsibility for the accuracy of shop drawings prepared by EFCO; however, Customer also assumes full responsibility for errors or omissions in data furnished to EFCO from which EFCO prepares shop drawings. Customer assumes full responsibility for the engineering and accuracy of the customer supplied shop drawings. EFCO will not be responsible for any delays in shipment of material caused by defects in the plans or specifications nor for conflicts between the structural drawings and the architectural drawings. EFCO has not completed a review of the structural drawings before providing its price quotation. EFCO will manufacture from approved shop drawings only. The customer is responsible to ensure what is incorporated into the customer shop drawings or make to size order is in accordance with the contract documents, plans and specifications, all applicable laws and regulations, building codes, and any federal, state, county, and municipal codes. The structural integrity is also the responsibility of the customer in accordance with design requirements as well as the product's suitability for this project.
19. The goods and services provided pursuant to this price quotation are subject to no warranties other than those written warranties expressly provided by EFCO (reference Warranty Terms and Conditions available at www.efcocorp.com) and EFCO MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE AND SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED. EFCO disclaims any statements, representations, or warranties of any kind whatsoever made by EFCO's sales representatives to Customer. Customer agrees that the purchase order(s) and these Terms and Conditions and EFCO's written warranties (Contract Documents) constitute the entire contract between EFCO and Customer. There are no promises, agreements, conditions, understandings, inducements, warranties, or representations, oral or written, expressed or implied, between EFCO and Customer other than as set forth in these Contract Documents. EFCO's standard warranty becomes effective upon substantial completion or no later than six (6) months from final ship date of the order, unless otherwise agreed upon.
20. Acceptance of this proposal by Customer shall be acceptance of all Terms and Conditions recited herein, which shall supersede any conflicting term in any other contract document. Any of the Customer's Terms and Conditions in addition to or different from this proposal are objected to and shall have no effect. Customer's agreement herewith shall be evidenced by Customer's signature hereon thereby permitting EFCO to commence work for this project.
21. IN NO EVENT SHALL EFCO BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES RESULTING FROM THE SALE, INSTALLATION OR USE OF ANY EFCO PRODUCTS.
22. This agreement and the enforcement of same shall be governed by the laws of the State of Missouri.
23. Product furnished shall not be considered nonconforming subject to rejection or revocation or entitling Customer to damages of any kind because of physical alteration due to testing performed on the product in accordance with AAMA guidelines or other recognized testing protocols.

THIS PRICE QUOTATION AND THESE TERMS AND CONDITIONS ARE HEREBY AGREED TO BY CUSTOMER



Electronic Invoicing

Dear Valued Customer,

EFCO has the ability to provide invoicing for your project(s) electronically. This can provide you with better visibility and forecasting for prompting payments while alleviating the need to wait for invoices to be sent through the mail. If you would like to take advantage of this feature, please provide a Contact Name, if available, and Email Address to be used for your company's invoicing purposes.

(Contact Name)

(Email Address)

This information can be faxed to EFCO at (417) 253-7313 to the attention of the Credit Department or emailed to credit@efcocorp.com.

Thank you in advance for your cooperation!

Credit Department

EFCO Corporation
1000 County Road
Monett, MO 65708
(800) 221-4169