



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, LLC and its division(s). Please answer the following questions:

- Our terms are 1% 10, 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: _____ 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 & Email (required)

Contact Name & Position

Company Name

Address

City State Zip

Phone & Email (required)

Contact Name & Position

Company Name

Address

City State Zip

Phone & Email (required)

Contact Name & Position

Company Name

Address

City State Zip

Phone & Email (required)

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, LLC** for all purchases in accordance with **EFCO, LLC's** 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, LLC's** option, all amounts owed **EFCO, LLC** 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, LLC in the collections of any obligation of the undersigned pursuant hereto. Further, in signing this application you agree to **EFCO, LLC's** terms and conditions as stated on page six-seven of this application. The undersigned shall not transfer or assign this agreement without the prior written consent of **EFCO, LLC**.

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 email to credit@efcocorp.com at your earliest convenience. All information will be held in strict confidence.

Credit Department

EFCO, LCC.

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



Personal 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, LLC (“Creditor”)

To _____ (“Debtor”),
the undersigned hereby unconditionally guarantees payment of all amounts Debtor shall at any time owe to Creditor on account of goods 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 even 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	
X _____ Signature (Principal #2)	_____ Date
_____ Printed Name	
X _____ Signature (Principal #3)	_____ Date
_____ Printed Name	



Electronic Invoicing

Dear Valued Customer,

EFCO, LLC 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.

<input type="text"/>	<input type="text"/>
Contact Name	Email Address

This information can be emailed to the attention of the Credit Department at credit@efcocorp.com.

Thank you in advance for your business!

Credit Department

EFCO, LLC

TERMS AND CONDITIONS

1. Any EFCO, LLC ("EFCO") price quotation is subject to approval by EFCO's Credit Department and is conditioned on Customer's acceptance of these Terms and Conditions. Customer shall be bound by these Terms and Conditions without change, unless otherwise set forth in writing and accepted in writing by EFCO. Any terms and conditions from any other source, including but not limited to Customer's purchase orders or acknowledgments, are deemed excluded. These Terms and Conditions shall control and take precedence over any additional, different, or conflicting terms and conditions in any other document.
2. Upon (1) receipt of Customer's order in a form acceptable to EFCO, (2) acceptance by Customer of this price quotation and these Terms and Conditions, and (3) Customer credit approval by EFCO's Credit Department, EFCO will enter the order for pre-production. Upon receipt of all necessary approvals and information for EFCO to proceed with production, EFCO will assign an estimated ship date. It is understood and agreed that this date is an estimated date only and EFCO shall not be bound by such date. EFCO shall not be liable for any direct, incidental, or consequential loss or damage to Customer or to any third parties, including without limitation any charges, back charges, penalties, liquidated damages, or liability whatsoever, due to delay or failure to deliver in accordance with the estimated delivery date regardless of the cause. Customer further waives all incidental, special and consequential damages of any kind due to delayed delivery.
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. Customer's payment obligations shall not be conditioned on Customer's receipt of payment from any third party. Interest will be added to all overdue or delinquent payments at the rate of one and one-half percent (1½%) per month or the maximum legal interest rate, if less than 1½% per month. Customer shall be responsible for EFCO's costs of collection, including reasonable attorney fees and expenses in the event of Customer's default or non-payment. All past due accounts will be subject to being placed on credit hold, which may include withholding of future shipments and removal of in-house orders from EFCO's production schedule.
4. This price quotation is void if not accepted within thirty (30) days of its date or thirty (30) days of its date for express/expedite orders.
5. If Customer fails to provide all necessary approvals for EFCO to proceed with production of any portion of Customer's order within one hundred twenty (120) days of EFCO's entry of Customer's order for pre-production, EFCO reserves the right to adjust the price of that portion of the order at EFCO's sole discretion. If Customer requests a change to the estimated ship date or accepted delivery date, a charge of 2% of the shipment 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. 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, indemnify, and hold EFCO, its parent, employees, agents, and assigns harmless from and against any and all claims, damages, losses, costs 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, or alleged to have been 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, or alleged to have been 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 will not be responsible for its failure to perform or delay in performing any obligations to Customer, and shall not be subject to any liquidated damages, charges, back charges, penalties or liability whatsoever of any kind, caused by strikes, slow-downs, floods, fires, accidents, contingencies of transportation, embargoes, inability to obtain raw materials, or any other causes beyond the control of EFCO.
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 authorized 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 reference as if fully written herein. Copies are available from EFCO by request.
17. Customer must report any freight damage or material shortages to EFCO within ten (10) business days of delivery.
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. 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 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. EFCO's warranty will be void in the event that full payment for goods is not received as required under these Terms and Conditions. EFCO's limited warranty, as provided to Customer, may only be modified upon written approval of EFCO's President or Vice President(s). Any verbal representations intended to modify any existing EFCO limited warranty shall be invalid and unenforceable against EFCO.
20. IN NO EVENT SHALL EFCO BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND RESULTING FROM THE SALE, INSTALLATION OR USE OF ANY EFCO PRODUCTS. Customer's rights and obligations regarding any goods supplied by EFCO, and proven to be defective, are limited to those set forth in EFCO's Limited Warranty provided to Customer. EFCO will not accept any charge or expense submitted by Customer or any third party, including but not limited to any labor costs for modification, removal, inspection, testing or installation of any goods sold by EFCO or for any replacement goods.
21. 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.
22. This agreement and the enforcement of same shall be governed by, and construed according to, the laws of the State of Missouri.
23. EFCO's Price Quotation, Quote Confirmation, these Terms and Conditions, EFCO's Order Acknowledgment or Confirmation, EFCO's Limited Warranty (if applicable, and as issued by EFCO), and any supplemental documents annexed hereto by EFCO, contain the complete and entire agreement between the parties as to the subject matter hereof, and replaces and supersedes any prior or contemporaneous communications, representations, or agreements, whether oral or written, with respect to such subject matter.