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APPLICATION FOR CREDIT
And Acknowledgement of Terms & Conditions of Sale

DATE _____ SALES TAX EXEMPT? _____ RE-SALE NUMBER _____
(If a Texas company, please attach copy of Texas Re-sale Certificate)

NAME OF COMPANY _____

STREET ADDRESS _____ PO BOX _____

CITY _____ STATE _____ ZIP _____ PHONE _____

CORPORATION. _____ PARTNERSHIP _____ SOLE PROPRIETORSHIP _____

DATE BUSINESS STARTED _____

STATE INCORPORATED _____ DATE INCORPORATED _____

IF BRANCH OR DIVISION, LOCATION OF HOME OFFICE _____

IF WHOLLY OR PARTIALLY OWNED SUBSIDIARY, DOES PARENT COMPANY ASSUME ALL LIABILITIES? Y/N _____

NAME OF OFFICER(S)/ TITLE	HOME ADDRESS	PHONE
_____	_____	_____
_____	_____	_____
_____	_____	_____

LOCAL BUSINESS OR TRADE REFERENCES	ADDRESS	PHONE
_____	_____	_____
_____	_____	_____
_____	_____	_____

BANK REFERENCES:	PHONE	ACCOUNT NUMBER
_____	_____	_____
_____	_____	_____
_____	_____	_____

NATURE OF CURRENT BUSINESS _____

APROXIMATE AMOUNT OF CREDIT DESIRED PER MONTH \$ _____

THE TERMS AND CONDITIONS ON THE BACK OF THIS FORM ARE A MATERIAL PART OF THIS CONTRACT.

I/ we understand that the information furnished to you on this page, as well as the reverse side hereof, is for the purpose of obtaining credit from your firm; that I am/we are authorized, in my/our capacity to bind our firm accordingly. That all accounts or monies due, shall be due and payable upon demand. I/we acknowledge and agree that purchases from you will be subject to the terms and conditions that are set forth on the following page of this form.



SALES INVOICE - TERMS AND CONDITIONS

1. **TERMS OF PAYMENTS.** Payment shall be made in cash, due thirty (30) days after the date of invoice. Invoices shall be dated the date of the shipment. The date of payment of an invoice is the date on which the check therefor is actually received by the Seller.
2. **APPLICABLE PRICES.** Applicable prices are the Sellers prices in effect at the time of shipment, prior quotations or order acknowledgements notwithstanding.
3. **SELLER'S REMEDIES.**
 - a. In the event that the purchase price of the property described herein is not paid when due, **BUYER AGREES TO PAY, IN ADDITION TO ALL AMOUNTS DUE, SERVICE CHARGES ON SAID UNPAID BALANCE, COMPUTED FROM THE DATE SUCH PAYMENTS WERE DUE AT 1-1/2 PERCENT PER MONTH ON ALL PORTIONS PAST DUE.**
 - b. Upon breach or default Seller shall have every right and remedy set forth in Applicable Laws of the State of Utah, in addition to all rights and remedies granted herein.
 - c. In the event of the default or breach by Buyer, Buyer agrees to pay all expenses incurred by Seller, including attorney's fees and costs of repossession storage, sale or preparation for sale.
 - d. If Buyer shall terminate this order or contract before completion thereof, with Seller's written consent, Buyer shall pay Seller the contract price for all products which shall have been delivered or completed prior to Buyers breach, all actual costs incurred by Seller in connection with the uncompleted portion of the order, such costs shall include overhead and costs of materials for processing the order or contract and all cancellation charges incurred by Seller on account of its commitment or contracts made in connection with the completion of Seller's contract with Buyer.
4. **BUYER'S REMEDIES.** Notwithstanding the provisions of Applicable Utah Law and other applicable statutes, the remedies available to Buyer as set forth in this contract are exclusive remedies and all other remedies statutory or otherwise are hereby expressly waived by Buyer. Because of the nature of this Agreement and the circumstances peculiar to it, Buyer acknowledges that the exclusion of remedies is neither unreasonable or unconscionable. If Seller fails to make delivery or repudiates or if Buyer rightfully rejects or justifiably revokes the acceptance thereof, the Buyer may cover by making, in good faith and without unreasonable delay, a reasonable purchase of or contract to purchase goods in substitution from those due from Seller. Buyer may recover from Seller as damages the difference between the cost of cover and the contract price, together with any incidental damages resulting from Seller's breach, including expenses reasonably incurred in inspection, receipt, transportation, and care and custody of goods rightfully rejected.
5. **TRANSPORTATION.** Transportation terms are subject to change to Seller's published terms as in effect on the date of shipment. Until so changed, all shipments of extrusion to any destination in the continental United States, except Alaska, shall be F.O.B. destination or other place where Buyer or his agent takes custody of products: (b) in Hawaii and Alaska shall be F.A.S vessel or aircraft at the port of exit of the continental United States (excluding Alaska). No allowance shall be made for pickup of products at Seller's plant or any intermediate location, including any teamtrac servicing Buyer's plant. Seller shall determine routing, including the method and agency of transportation, but if Seller permits Buyer to determine routing, Buyer shall be invoiced for any transportation costs in excess of the transportation cost determined at the lowest published car load or truckload rate, whichever is lower, regardless of the quantity shipped. Excess transportation charges assessed by carriers covering shipments requiring special equipment in handling or transporting will be charged to Buyer.
6. **TOLERANCES.** Unless otherwise expressly provided, products furnished by Seller are to be within Seller's size, gauge, color, temper, and finish limits of manufacturer and subject to Seller's standard tolerances for variations, including those in quantity.

Quantity per item:	Quantity tolerance + or -
Less than 500 lbs.	35%
500 to 1999 lbs.	15%
2000 to 9999 lbs.	10%
10,000 or more	5%
7. **TAXES.** Buyer shall pay to Seller an amount equal to any tax (except income tax) or duty now or hereafter imposed by any domestic or foreign government and be paid by Seller whether such tax or duty shall be imposed on or measured by this Agreement, the goods covered hereby or any material contained in such goods or the manufacture, use, or sale of such goods.
8. **INSPECTION CHARGES.** Where Buyer requires a test or inspection not regularly provided by Seller, Seller may charge Buyer for the actual cost of such tests or inspection.
9. **WARRANTIES.** Seller warrants that all goods sold pursuant hereto shall conform to the description on the face of Sellers Acknowledgment, subject to the published Aluminum Association standard commercial tolerances in effect at the time of production, unless otherwise agreed to in writing by Seller preceding production, that such goods shall be free from defects in material and workmanship, and that Seller shall convey good title thereto. **SELLER MAKES NO WARRANTY THAT THE GOODS SHALL BE MERCHANTABLE OR FIT FOR ANY PARTICULAR PURPOSE, NOR DOES SELLER MAKE ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, SELLER'S LIABILITY SHALL BE LIMITED TO REPAIR OR REPLACEMENT, INCLUDING LABOR, AT ITS FACTORY, FOR ANY PART OR PARTS WHICH ARE DEFECTIVE IN MATERIAL OR WORKMANSHIP AS DISCLOSED TO SELLER UPON ITS EXAMINATION THEREOF.** At the Sellers option, it may refund to Buyer amounts paid for any goods defective in material or workmanship, upon Buyer's restoration of the goods to Seller. All shipping costs incurred with the transportation of goods defective in material or workmanship for repair or replacement shall be paid by Seller. Buyer shall promptly notify Seller upon its discovery of a material defect in the goods sold hereunder. **SELLER'S EXPRESS WARRANTIES AGAINST DEFECTS AND TITLE DO NOT EXTEND TO GOODS PROVIDED BY THE BUYER.**
10. **SECURITY INTEREST.** To secure Buyer's performance, Buyer hereby grants Seller a security interest in all goods purchased, together with and including, but not limited to, accessories, additions, and replacements now or hereafter acquired. Buyer hereby agrees to cooperate with Seller in executing, filing and taking such other steps as may be necessary to perfect and continue the secured party's interest in the goods. Buyer agrees not to permit said goods to become subject to attachment, execution, or other process, and not to create or permit to be created any lien or security interest against the goods without Seller's written consent as long as Buyer owes Seller any part of the purchase price, service charges, and other fees and costs.
11. **GENERAL PROVISIONS.**
 - (a) **ATTORNEY'S FEES.** If suit or action is instituted in connection with any controversy arising out of this Agreement or enforcement of any rights hereunder, the prevailing part shall be entitled to recover in addition to such costs such sums as the court may adjudge to be reasonable attorneys fees, including fees upon appeal.
 - (b) **BINDING NATURE.** The provisions of this Agreement shall be binding upon and inure to the benefit of all the parties hereto and their estates, heirs, legatees, legal representatives, successors and assigns.
 - (c) **SEVERABILITY.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement and the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and each term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
 - (d) **INTEGRATION.** This Agreement contains the entire agreement and understanding of the parties hereto with respect to the subject matter hereof and supercedes all prior and contemporaneous agreements among them with respect to the subject matter hereof. Except as fully set forth herein, there are no representations, agreements or understandings oral or written between the parties hereto relating to the subject matter of this Agreement. Any amendments hereto must be consented to in writing by the parties.
 - (e) **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Utah. Jurisdiction and venue shall lie in the District, or Circuit Court for the State of Utah for the County of Salt Lake.
 - (f) **WAIVER.** Buyer agrees that Sellers acceptance of partial or late payments shall not constitute or be construed as a waiver of any terms or conditions of this contract or of Seller's rights upon any subsequent default of Buyer.

THIS APPLICATION MUST BE SIGNED BY AN OWNER OR OFFICER OF THE COMPANY.

PRINTED NAME/ TITLE

SIGNATURE

Date

PRINTED NAME/ TITLE

SIGNATURE

Date