

## **Metal Building Products**

6081 N. 57th Drive Glendale, AZ 85301 623.939.6330 wallteksystems.com

		APPL	ICATION FO	OR CREDIT				
Dat:								
Firm Name			-					
Address:			<del>-</del>					
Telephone:			-					
Federal Tax			_					
Corporation	ո:	LLC:	Partnershi	p:	Proprietorship:			
Business in	corporated or organize	d under laws in State o	f:					
Name of Parent Company, if Subsidiary:								
	Officers Name:	<u>Address:</u>		<u>Titile:</u>	<u>SS#:</u>			
	•	orized to sign purchase						
Name:			Position Position					
			_					
Estimated (	Credit purchase per mo	nth:						
Tax exempt	number, if applicable:			State of:				
	Please att	ach appropriate tax exe	emption cer	tificate & copy of fina	ancial statement			
References: Provide accurate information of 3 open Accounts Required								
	Kerere	inces. I forme accurat	e iiiioiiiiati	on or 5 open Accoun	ns nequired			
	Name:	Address:		Phone#:	Email:			
BANK Refer	ence:	Account#	Contact:		Phone:			

## **GENERAL CONDITIONS OF SALE**

- 1. CREDIT APPROVAL: Acceptance oforders is at all times subject to the WALLTEK'S credit approval and reserves the right to require full or partial payment in advance if, in WALLTEK'S opinion, the financial condition of the Buyer does not justify shipment of Materials. WALLTEK reserves the right to suspend production of material and decline to shipment until payment is receive whethear or not due, or adequate assurance of such payment.
- **2. TERMS OF PAYMENT:** Payments are net cash thirty (30) days form the date of each invoice. Each shipment will be invoiced when shipped. Liquidated damages for late payemnt shall be charged at the rate of 1 1/2% per month. No retention allowed.

For projects where the requested shipment date is delayed due to project scheduling and material are pruchased and held to Buyer's originally requested shipment date, payment of 60% of the total order shall be due 30 days from original schedule shipment date. The remaining will be billed at time of shipmen, net 30 days.

- 3. PRICE INCREASE: WALLTEK honors and holds pricing quotes for 30 days from orininal quote date.
- 4. STORAGE: If Buyer is unable for any reason to accept delivery of material according to the mutually establish schedule,

WALLTEK, at its option and after three (3) days written notice, may place it in storage either at tis plant or elsewhere and Buyers shall, upon WALLTEK demand, pay WALLTEK for such material and reimburse WALLTEK for all costs and expenses as a result from storing, protecting handling and disposing of it.

- 5. WARRANTIES: WALLTEK warrants all material purchased for a period of one (1) year. This warranty period shall begin the day the material delivered. WALLTEK warrants only that the materials are free from unreasonable defects in quality or manufacture and are suitable for the ordiray purposes for which such materials are used. All materials are subject to industry standard tolerances for thickness, lengths and finish. Claims for water marking "white rust" and staining of material will not be honored by WALLTEK unless it is determined by both parties that the material was in such conditiona before leaving our plant. WALLTEK cannot be responsible for a satisfactory color match between the paint on new panels and other existing existing panels. Buyers is fully responsible to protecting material from the elements.

  NO RETURNS WILL BE ACCEPTED FOR OIL CANNING. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF, AND EXCEPTING THE FOREGOING EXCLUSIVE WARRANTY.
- **5. WALLTEK'S DRAWINGS:** Drawings prepared and furnished by Seller, when approved by the Buyer or Architect, shall be deemed the correct interpretation of the material to be furnished.
- **6. TAXES:** Unless therwise stated, no taxes of any kind are included in this contract proposal. If WALLTEK is required to pay any sales, use, excise, personal property, or other similar tax or charge incident to the performance of this contract, the Buyer shall reimburse WALLTEK. Therefore upon request unless such tax or charge is specifally included in the sale price. Buyer shall present WALLTEK with a certificate of tax excempt in order to avoid payment of sales tax.
- **7. CANCELLATION:** This agreement may be canceled or midified only by written agreement between parties, except as elsewhere provided herein. Should this agreement be terminated, Buyer agrees to pay WALLTEK for all work executed and loss sustained in regard to any material, equipment and tool, inclduing reasonable profit and demages.
- 11. CLAIMS FOR SHORTAGES, DELIVERY OF IMPROPER MATERIAL OR DELIVERY OF DEFECTIVE MATERIAL: Buyer agrees to inspect the material upon delivery and no claims for shortages or delivery of apparently improper or defective material will be accepted by WALLTEK unless written notice is sent to WALLTEK SYSTEMS within ten (10) days from the day of delivery. Buyer will provide WALLTEK STEEL with all pertinent information in connection ther with and reasonable access and opportunity to insapect material alleged to be defective. Seller will in no event pay or be liable for any claims resulting from the installation or use by the Buyer of apparent improper material having apparent defects or damage.
- **12. SHIPPING TERMS:** WALLTEK shall not be liable for damage or loss of any material after delivery to a carrier. Material is sold F.O.B. WALLTEK SYSTEMS shipping plant. Custumers agrees to make inspection upon arrival of all products shipped to custumer. Shipments involving potential claims should be accepted and claim should be filed with the delivery carrier immediately.

## Acknowledgement:

It is agreed and understood that the account is due and payable according to terms and conditions of sale stipulated above. I fully agreed to the terms and conditions of such agreement and thereforer resposable for all payments and charges to the account. The information provided herein is giving for the purpose of obtaining credit and is complete and accurate to the best of my knowledge.

Name:	Date:	
Signature:	Position:	