CREDIT APPLICATION

DURAFRAME
STEEL FRAMING SOLUTIONS

DURAFRAME, LLC
610 Salt Road Webster New York 14580

BUSINESS DETAILS

NAME OF BUSINESS OR INDIVIDUAL _____ PHONE (_____)_____

ADDRESS _____ FAX (_____)_____
STREET COUNTY

_____ AFFILIATED ENTITES:
CITY STATE ZIPCODE

IF TAX EXEMPT TAX ID # _____

CREDIT LINE REQUESTED:
$ _____

❑ DBA / PROPRIETORSHIP ❑ INDIVIDUAL ❑ PARTNERSHIP *(Please tick)*

IDENTITY OF BUSINESS PARTNERS, OWNERS, OR INDIVIDUAL

IDENTITY OF OFFICERS, MEMBERS AND/OR MANAGERS

NAME	NAME	NAME
HOME ADDRESS	HOME ADDRESS	HOME ADDRESS
CITY STATE ZIPCODE	CITY STATE ZIPCODE	CITY STATE ZIPCODE
(_____) PHONE	(_____) PHONE	(_____) PHONE
SS# TITLE	SS# TITLE	SS# TITLE

BUSINESS INFORMATION - INDIVIDUAL

DATE STARTED _____ DBA IN WHAT COUNTY _____ NATURE OF BUSINESS _____

REAL ESTATE OWNED _____
ADDRESS CITY STATE

DATE PURCHASED _____ MKT VALUE _____ MTG BAL _____

REAL ESTATE OWNED _____
ADDRESS CITY STATE

DATE PURCHASED _____ MKT VALUE _____ MTG BAL _____

INDIVIDUAL INFORMATION

EMPLOYER _____ POSITION _____ YRS EMPLOYED _____

RESIDENCE OWN MARKET VALUE _____ MORTGAGE _____

RENT LANDLORD _____
NAME ADDRESS PHONE

Amount pay in rent (per week, month, etc.) _____

REAL ESTATE OWNED _____
ADDRESS CITY STATE

DATE PURCHASED _____ MKT VALUE _____ MTG BAL _____

BANK REFERENCES

1. BANK _____ CONTACT _____

ADDRESS _____
STREET CITY STATE ZIPCODE

ACCOUNT TYPE ❑ SAVINGS _____ ❑ CHECKING _____ ❑ R.E.MORTGAGE _____
ACCOUNT NUMBER ACCOUNT NUMBER ACCOUNT NUMBER

2. BANK _____ CONTACT _____

ADDRESS _____
STREET CITY STATE ZIPCODE

ACCOUNT TYPE ❑ SAVINGS _____ ❑ CHECKING _____ ❑ R.E.MORTGAGE _____
ACCOUNT NUMBER ACCOUNT NUMBER ACCOUNT NUMBER

TRADE REFERENCES

1. COMPANY _____ CONTACT _____ YRS DONE BUSINESS WITH _____

ADDRESS _____
STREET CITY STATE ZIPCODE

PHONE NO. (____)_____ EMAIL_____

2. COMPANY _____ CONTACT _____ YRS DONE BUSINESS WITH _____

ADDRESS _____
STREET CITY STATE ZIPCODE

PHONE NO. (____)_____ EMAIL_____

3. COMPANY _____ CONTACT _____ YRS DONE BUSINESS WITH _____

ADDRESS _____
STREET CITY STATE ZIPCODE

PHONE NO. (____)_____ EMAIL_____

BUSINESS INFORMATION

STATE OF INCORPORATION/ STATE OF ORGANIZATION _____ DATE INCORPORATED / ORGANIZED _____ NATURE OF BUSINESS _____

REAL ESTATE OWNED _____
ADDRESS CITY STATE

DATE PURCHASED _____ MKT VALUE _____ MTG BAL _____

REAL ESTATE OWNED _____
ADDRESS CITY STATE

DATE PURCHASED _____ MKT VALUE _____ MTG BAL _____

AGREEMENT

IF CREDIT IS GRANTED, THE UNDERSIGNED APPLICANT AGREES:

1. The undersigned acknowledge and agree that is application is a joint credit appli-cation for purchases by the undersigned from Duraframe. The terms set forth herein apply separately to all pur-chases by the undersigned from Duraframe. The undersigned will honor and pay invoices sent from Duraframe.

2. To pay all invoices within thirty (30) days of the statement due. Terms are two-percent (2%) 10th net thirty (30) days, with **NO DISCOUNT ON SALES TAX**;

3. That Company will not accept credit cards in payment of existing debt. Credit card payments will only be accepted for payments for the net amount of the sale at the time of shipment;

3. To notify Duraframe in writing within seven (7) days after receipt of any invoice or statement that is disputed for any reason and to state the reason;

4. To pay service charges of one & one-half percent (1 ½ %) per month on account balances due over thirty (30) days;

5. To pay all of Duraframe's collection costs including, without limitation, reasonable attorneys' fees;

6. That Duraframe may rely on the information herein and each is authorized to contact the references listed above and credit agencies in the connection with investigating the undersigned's credit and financial responsibility; and

7. That the credit terms are subject to change at any time without prior notice.

8. Applicant acknowledges that all sales of goods are subject to the Duraframe General Terms and Conditions of Sale, a copy of which has been furnished to Applicant; Applicant acknowledges that Duraframe reserve the right to change such terms and conditions at their discretion

9. Applicant agrees that sales agreements for Duraframe products are governed by New York law and that any legal proceedings brought concerning goods sold, or to collect any sums due Duraframe, may be brought only in a State or Federal Court sitting in Monroe County, New York, and applicant consents to and submits to the jurisdiction of such courts for such purposes.

FOR CORPORATIONS AND LIMITED LIABILITY COMPANIES*:

NAME OF BUSINESS: _____

SIGNATURE: _____

PRINT NAME: _____

PRINT TITLE: _____

*A personal guarantee is required for all corporate/limited liability company, limited partnership accounts (form attached).

FOR INDIVIDUALS/DBA's AND PARTNERSHIPS:

NAME OF BUSINESS: _____

SIGNATURE: _____

PRINT NAME: _____

Check one: ☐ **Individual/dba** ☐ **Partnership**

GUARANTY AGREEMENT

DURAFRAME, LLC
610 Salt Road, Webster, New York 14580

GUARANTY AGREEMENT

The undersigned hereby jointly and severally guaranty to Duraframe, LLC (hereafter referred to as "Seller") the full and prompt payment when due of all indebtedness now existing or which may hereafter arise by reason of goods and/or services furnished and/or delivered by either Seller to _____, and to any if its divisions, affiliates or subsidiaries (hereinafter collectively called the "Purchaser"). This guaranty is continuing and unconditional. The term "Seller" as used in this guaranty shall include each and everyone of the above-mentioned entities that extends or has extended credit to Purchaser. The term "undersigned" as used in this guaranty shall mean each person who has signed this guaranty. This guaranty is given in order to induce Seller to extend credit to Purchaser. Seller unwilling to extend credit or continue to extend credit to Purchaser without this guaranty and other good and valuable consideration, including without limitation, financial accommodations given by Seller to Purchaser in the past.

This guaranty shall continue until each Seller receives written notice of cancellation of this guaranty by registered mail signed by the undersigned. Any cancellation notice shall not, however, affect any liability on any transaction covered by this guaranty before the written cancellation notice is received by Seller.

The undersigned hereby jointly and severally also agree to waive: notice of acceptance of this guaranty, notice of presentment, demand for payment or notice of protest of any of Purchaser's obligations, and all defenses, offsets or counterclaims the undersigned may have against Purchaser or Seller. The undersigned also waives all subrogation rights that it has against Purchaser and Purchaser's property.

The undersigned jointly and severally agree that Sellers may, without noticed, extend, in whole or part, the time of payment of any indebtedness or obligations due a Seller from Purchaser or renew or modify any agreement with Purchaser without affecting the undersigned's indebtedness or obligation under the guaranty. The undersigned also agrees to pay reasonable attorneys' fees, costs and disbursements incurred by a Seller in enforcing this guaranty.

This guaranty is being signed by the undersigned in his individual capacity. Any descriptive terms placed after the undersigned's name shall not affect his personal liability hereunder. All words in the singular or male gender shall be deemed to be in the plural or female gender when the context and construction so require. The undersigned agrees to submit to the jurisdiction of the courts in the State of New York, either State or Federal, and that any action or proceeding on this guaranty shall be venued in Monroe County, New York. The undersigned authorizes Sellers to contact credit agencies and investigates the undersigned's credit and financial responsibility.

This is the total agreement of the Parties and can only be modified in writing signed by Seller and the undersigned.

SIGNATURE:_____ DATE: _____

PRINT NAME: _____ _____

ADDRESS: _____

WITNESS: _____

SIGNATURE:_____ DATE: _____

PRINT NAME: _____ _____

ADDRESS: _____

WITNESS: _____

FOR OFFICE USE ONLY

CONDITIONS OF SALE

DURAFRAME, LLC

GENERAL TERMS AND CONDITIONS OF SALE

1.General: **Goods supplied by** Duraframe ("Seller") are sold only upon the following General Terms and Conditions of Sale (these ***"Terms and Conditions"***), and not otherwise. Seller expressly reject any conditional sales order placed by the purchaser (***"Customer"***). These terms and conditions shall apply separately to purchasers made by Customer from either Seller.

CUSTOMER UNDERSTANDS AND AGREES THAT, NOTWITHSTANDING THE FACT THAT CUSTOMER MAY NOT EXECUTE THESE TERMS AND CONDITIONS, SELLERS ARE PROVIDING THE GOODS IN BASED AND IN RELIANCE UPON THESE TERMS AND CONDITIONS, UNMODIFIED BY ANY ORAL OR WRITTEN STATEMENTS BY CUSTOMER OR BY ANY TERMS CONTAINED IN A PURCHASE ORDER OR OTHER WRITING OF CUSTOMER. ALL ORDERS PLACED WITH EITHER SELLER CONSTITUTE CUSTOMER'S ACKNOWLEDGEMENT AND AGREEMENT TO ALL OF THE TERMS CONDITIONS STATED HEREIN.

2. Purchase Orders: A Purchase Order shall be deemed an offer by Customer to purchase the Goods, which offer shall include these Terms and Conditions in their entirety. Sellers may accept such offer by either dispatching the Goods to Customer or by giving written notice to Customer of its intent to accept such offer.

CUSTOMER UNDERSTANDS AND AGREES THAT ANY AND ALL TERMS AND CONDITIONS THAT MAY BE SET FORTH IN A CUSTOMER PURCHASE ORDER (AND ALL OTHER DOCUMENTS SUBMITTED BY CUSTOMER TO A SELLER IN CONNECTION THEREWITH) THAT ARE NOT CONSISTENT WITH THE TERMS AND CONDITIONS SET FORTH HEREIN, SHALL BE VOID AND OF NO EFFECT WHATSOEVER. AS SUCH, SELLERS SHALL NOT BE DEEMED TO HAVE ACCEPTED ANY TERMS AND CONDITIONS IN A CUSTOMER PURCHASE ORDER THAT ARE INCONSISTENT WITH THESE TERMS AND CONDITIONS.

3. Acceptance/Return: All orders for Goods shall be subject to written acceptance by the applicable Seller. Customer shall not return any Goods actually delivered to Customer without the written consent of, and upon terms agreed to, by the Seller. Sellers may, in their absolute discretion, accept the return of standard Goods to the credit of the Customer provided that such Goods are returned to its factory unused and undamaged before the expiration of 14 days after their delivery to Customer and Customer agrees to pay a handling and administration charge equal to 10 per cent of the price. No returns of special products will be accepted.

4. Claims: No claims that the Goods are non-conforming or otherwise not in accordance with the purchase agreement will be recognized unless made in writing within 7 days of delivery. If no such claim is made, Customer agrees that the Goods have been accepted. By accepting the Goods, Customer acknowledges that the Seller's performance has fully satisfied all terms, conditions, and specifications.

5. Price: The price is that price quoted by a Seller in respect of the particular order and not in any brochure or other product information published. Prices do not include sales, use, excise, or similar taxes or any customs or duties. Consequently, the amount of any present or future sales, use or other similar tax applicable to the sale or use of the Goods, and any customs or duty charges, shall be paid by Customer. If a Seller pays any of the foregoing, Customer shall reimburse the Seller upon demand. Unless otherwise agreed to by Seller in writing, the Customer shall arrange for and bear the cost of delivery, freight and insurance. All prices are subject to change by Sellers prior to acceptance.

6. Payment/Delinquency Charge: Payment terms are net thirty (30) days from the date of Seller's invoice. Sellers reserves the right to charge interest at one and one-half (1½) percent per month, or eighteen (18) percent per annum, on all balances not paid by Customer within the designated net terms. Sellers reserves the right to require payment prior to the time of shipment if, in Seller's opinion, exercised in Seller's subjective judgment, Customer's financial condition has deteriorated or the risk of non-payment has otherwise increased.

7. Delivery and Freight Charges: All delivery dates are approximates only and based upon prompt receipt of all necessary information from Customer. Notwithstanding any request by Customer, Seller shall ship Goods to Customer via transportation as determined by Seller and will be subject to Seller's ability to effect transport by available means. Risk of loss shall pass to Customer at the F.O.B. point. Seller will not be responsible or liable for any loss or damage whatsoever, including loss of income and/or profits, incidental, special or consequential damages, resulting from any delay in or failure of performance or supply or delivery of Goods whatsoever. Unloading of the Goods shall be Customer's responsibility. If, in the opinion of the delivery truck driver, it is impractical or unsafe to reach a job site, Customer agrees to provide a safe alternative location for unloading.

8. Limited Warranty/Damages: With respect to Goods sold by a Seller to Customer, that Seller warrants only that the Goods sold by that Seller shall be free from defects in material and workmanship at the time of shipment from the selling Seller's facility or other place of shipment. THIS LIMITED WARRANTY IS THE ONLY WARRANTY MADE BY A SELLER, AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE CREATED UNDER APPLICABLE LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, OR NON-INFRINGEMENT, ARE EXPRESSLY DISCLAIMED AND EXCLUDED. IN NO EVENT SHALL A SELLER BE LIABLE (AND CUSTOMER SHALL NOT ASSERT ANY CLAIM) FOR SPECIAL, INCIDENTAL, COMPENSATORY OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS. CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES UNDER THIS WARRANTY, AND A SELLER'S SOLE OBLIGATION AND LIABILITY FOR ANY AND ALL CLAIMS, WHETHER BASED UPON CONTRACT, WARRANTY, NEGLIGENCE, PRODUCTS LIABILITY OR OTHER TORT, SHALL BE LIMITED, AT SELLER'S EXCLUSIVE DISCRETION, TO: (1) REPLACEMENT OF ANY DEFECTIVE GOODS OR PART THEREOF; (2) REPAIR OF ANY DEFECTIVE GOODS OR PART THEREOF; OR (3) RETURN OF THE PURCHASE PRICE FOR ANY DEFECTIVE GOODS OR PART THEREOF. IN NO EVENT SHALL CUSTOMER SEEK OR RECOVER PUNITIVE OR EXEMPLARY DAMAGES. The warranty and remedies set forth above are conditioned upon the proper storage, use and maintenance of the Goods and conformance with all applicable recommendations of the Seller with respect to the Goods. No agent, employee or representative of the Seller (or any distributor, dealer or sales representative of the Seller) has the authority to bind the Seller to any affirmation, representation or warranty concerning the Goods sold hereunder, and unless such affirmation, representation or warranty is specifically included in these Terms and Conditions, it shall not form a part of the basis of these Terms and Conditions and shall in no way be binding upon the Seller or enforceable by Customer. Except as expressly agreed to by the Seller in writing, the Goods are not rated or certified for any particular application or environment.

9. Indemnity: Except as otherwise expressly set forth in these Terms and Conditions, Customer hereby releases and agrees to defend, indemnify and hold the Seller, and its respective employees and agents, harmless from and against any and all claims, losses, liabilities, damages or expenses whatsoever, including any arising from any alleged injury to person, property or business, arising from or in any way relating, directly or indirectly, to the delivery, assembly, erection, installation, use or repair of the Goods and/or any related or other claims or losses, whether or not caused by Customer and/or its agents or employees or any of their acts, omissions or negligence.

10. Failure by Customer: If Customer fails to perform any of its obligations under these Terms and Conditions, or in the event of death, bankruptcy or insolvency of Customer, dissolution or modification of Customer, or non-payment for the goods shipped, the Seller shall have the right to cancel this contract with Customer or to postpone the shipment, or to stop the goods in transit, and Customer shall reimburse the Seller for any loss, damage and expense sustained therefrom.

11. Retention of Title: All Goods are supplied subject to retention of title by the Seller. The Goods remain the property of the Seller until complete payment of all amounts due the Seller arising from all business transactions between the Seller and the Customer. Prior to use or resale of the Goods, the Customer shall maintain them in an identifiable condition in store or on site. The Customer may resell the goods in the ordinary course of business, subject to maintaining Seller's rights against the Goods, and acting as fiduciary in recovering payment for the Goods and segregating such proceeds for the account of Seller until Seller is paid in full. The Customer assigns to the Seller any claim or rights against sub-purchasers in order to enable Seller to make full recovery of monies owed. In the event of the failure of Customer to pay for the Goods or in the event of the appointment of a receiver, trustee, assignee for benefit of creditors, liquidator, or other agent in possession, or in the event of the filing of an execution against the Goods, the Seller may enter the Customer's premises or the location where the Goods may be stored or installed and recover them, or appoint an agent in writing to do so. The Customer acknowledges and guarantees such right of entry during normal business hours. The Customer hereby irrevocably grants in favor of the Seller an irrevocable license to attend at and access any premises at which any of the Goods supplied by the Seller are located for the purposes of retrieval of the same in the event of default in payment by the Customer for such Goods.

12. Compliance With Laws and Standards, and Safety Precautions: Customer shall comply with and be responsible for compliance with all federal, state, and local laws, regulations and ordinances (including building codes) and all industry standards which are or may hereafter be in effect from time to time with respect to selection, installation and/or use of the Goods. Customer shall exercise suitable safety precautions, and shall require employees to follow all installation and use procedures and recommendations as may be published by a Seller, including preventing injury or damage to person or property. It is Customer's responsibility to provide all the means that may be necessary to effectively protect all employees and other persons from serious bodily injury which otherwise may result from the method of installation or use of the Goods. If Customer fails to comply with the provisions of this paragraph or the applicable standards or regulations aforementioned, Customer shall indemnify and save Seller, and its respective employees and agents, harmless from and against any and all claims, losses or damages arising therefrom.

13. Force Majeure: Seller's obligations hereunder are subject to, and the Seller shall not be held responsible for, any delay or failure to make delivery of all or any part of the Goods due to acts or circumstances beyond the control of the Seller, including, but not limited to, labor difficulties, fires, casualties, accidents, acts of God, acts of war or terror, transportation difficulties, inability to obtain products, materials or components or qualified labor sufficient to timely perform part or all of any obligation, or governmental regulations or actions. In the event of the occurrence of any of the foregoing at the option of the Seller, the Seller shall be excused from the performance hereunder or the performance of the Seller shall be correspondingly extended.

14. No Waiver: The Seller does not waive any of its legal rights or remedies in respect of these Terms and Conditions or the Goods, and shall not be bound by any waiver made by its employees or agents on a particular occasion. Any failure by a Seller to enforce at any time any term or condition hereof shall not be considered a waiver of Seller's right thereafter to enforce the same or any other term or condition hereof.

15. Governing Law; Jurisdiction: This agreement and any sale of Goods to Customer shall be deemed to have been made in and governed by the substantive laws of the State of New York, without regard to choice-of-law provisions. Any dispute concerning the Goods or the terms of their purchase and sale, any claims arising out of the sale of the Goods and any actions to collect the Purchase Price or other amounts due for such Goods, may be litigated only in a court of the State of New York with venue in Monroe County, New York or in the United States District Court for the Western District of New York with venue in Monroe County, New York. Customer expressly consents and submits itself to the exclusive jurisdiction of said courts and waives any objection based upon the location or convenience of such courts or such venue.

16. Effect of Other Agreements: These Terms and Conditions, and the Seller quotation or purchase order to which they are attached, constitute the entire agreement between the Seller and Customer as it relates to the Customer's purchase and sale of the Goods from the Seller and the Seller's liability therefore, and supersede any and all prior or contemporaneous written or oral agreements, correspondence, quotations, understandings, negotiations or discussions between the parties relating to the subject matter hereof. It is expressly agreed that any brochures, sales literature, on-line materials or other materials of Seller have been provided for informational purposes only, have not been relied upon by Customer, do not form or give rise to any warranty, and are superseded by these Terms and Conditions.

17. Severability: If any term or condition or part of these Terms and Conditions is held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the remaining terms and conditions hereof shall not be affected thereby and the effect thereof shall be confined to the provision as to which such adjudication is made.

18. Binding Effect: These Terms and Conditions shall be binding upon the successors, legal representatives, and permitted assigns of Customer and Seller.

19. Modification: These Terms and Conditions may not be modified, cancelled, or assigned unless Seller agrees in writing.

20. Attorney's Fees: Reasonable attorney's fees and costs shall be awarded to Seller if it is the prevailing party in any legal proceedings to recover amounts due for Goods sold to Customer, or in any legal proceedings involving the enforcement or interpretation of these Terms and Conditions.

DURAFRAME
STEEL FRAMING SOLUTIONS

DURAFRAME, LLC
610 Salt Road Webster, New York 10920