



800.737.2800

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Springfield, Missouri 65801

boydaluminum.com

APPLICATION FOR CREDIT AND ACCOUNT AGREEMENT

PLEASE TYPE OR PRINT

Customer Name _____

Mailing Address _____

Shipping Address _____

City, State, Zip _____

City, State, Zip _____

Phone _____

Fax _____

E-mail _____

Preferred Invoice Method *(check one)*

E-mail _____ Fax _____ US Mail _____

TYPE OF BUSINESS *(check one)*

_____ Corporation _____ Partnership _____ Sole Proprietor _____ Limited Liability Company

Other *(specify)* _____

FEIN# _____

State of Incorporation _____ Established _____ Years in Business _____ Are you

tax-exempt? No _____ Yes _____ *(If yes, return tax exempt certificate s/completed application)* Customer

does business as *(check as applicable)*

_____ General Contractor _____ Glass and Glazing Contractor _____ Wholesale Construction

Products _____ Retail _____ Other *(specify)* _____

PRINCIPAL OWNERS/OFFICERS/MANAGERS/MEMBERS *(as applicable)*

Name _____

Name _____

Title _____

Title _____

Address _____

Address _____

City, State, Zip _____

City, State, Zip _____

Phone _____

Phone _____

Fax _____

Fax _____

Email _____

Email _____

BANK REFERENCE:

Name _____

Banker _____

Address _____

City, State, Zip _____

Phone _____

Fax _____

Email _____

BONDING COMPANY

Name _____

Agent/Contact _____

Address _____

City, State, Zip _____

Phone _____

Fax _____

Email _____

TRADE REFERENCES:

Name _____

Contact _____

Address _____

City, State, Zip _____

Phone _____

Name _____

Contact _____

Address _____

City, State, Zip _____

Phone _____

Name _____

Contact _____

Address _____

City, State, Zip _____

Phone _____

Name _____

Contact _____

Address _____

City, State, Zip _____

Phone _____

CREDIT TERMS AND ACCOUNT AGREEMENT

This Application For Credit and Account Agreement (the "Application") is made by Customer in order to obtain credit terms to purchase goods, products and related services from Boyd Aluminum Mfg. Co. ("BOYD"), and to provide the terms and conditions under which BOYD is willing to extend credit and sell goods, products and related services to Customer. Customer agrees that all purchases will be subject to BOYD's Order Documents, Boyd's Additional Terms and Conditions of Sale ("Terms and Conditions") and any project specific BOYD prepared shop drawings (collectively referred to herein as the "Agreement"). By execution of this Application, Customer expressly acknowledges that any terms and conditions proposed by Customer in any purchase order, acknowledgement or other document are rejected, and are not part of the Agreement of sale unless approved in writing by an authorized officer of BOYD.

NOTE: BOYD's Terms and Conditions are available for review at www.boydaluminum.com, (click on "Resources"), and are expressly incorporated herein by this reference.

BOYD expressly reserves the right to refuse to grant credit to Customer, at any time, without any liability whatsoever to Customer.

Customer acknowledges and represents his/her full authority to submit this Application and to agree to all of the terms and conditions of the Agreement referenced herein on behalf of the Customer. All statements and representations made herein by Customer are true and correct and are made to induce BOYD to extend and furnish credit, services and goods to the Customer. BOYD is hereby authorized and directed to conduct any desired credit/reference check regarding Customer, including obtaining credit bureau reports, at any time; BOYD is authorized and directed to contact Customer's references, or any other person/entity, to make any desired inquiry about Customer or Customer's credit-worthiness, and is authorized to obtain any desired information about Customer, and the fact that Customer is seeking to do business with BOYD.

Customer shall provide a current financial statement, certified as accurate by an authorized officer of Customer, with this Application, and updated financial statements at any other time, and from time to time, as may be requested by BOYD.

Customer has no restrictions with respect to the authority of Customer's employees, agents and representatives to submit this Application or to place orders with BOYD except as specified below in this paragraph. Unless so specified, all orders and/or requests for credit shall be deemed and presumed to be authorized by Customer and Customer shall be responsible therefore, unless Customer provides written notice to BOYD expressly restricting the authority of specified persons, which notice shall not become effective until ten (10) days after BOYD's receipt, and in no event shall the notice be effective as to any actions taken by such person(s) before the effective date of the notice following BOYD's receipt.

All billings and invoices of BOYD, whether for the Customer's project in-full or in accordance with BOYD'S progress billing schedule and related schedule of values ("SOV"), as set forth in the Term and Conditions, shall be paid unconditionally, in full and without retention.

Under no circumstances whatsoever shall Customer retain, withhold or otherwise backcharge, or take any credit or set-off against Customer's account with BOYD for any amount, or for any claim, without BOYD's express prior written agreement, duly executed by an authorized officer of BOYD. Customer's obligation to promptly pay BOYD shall not be subject to, or relieved or excused by, any "liquidated damage", "pay when paid", "pay if paid", or other similar provision of any contract, including any contract between Customer and the general or prime contractor, without BOYD's express prior written agreement thereto, duly executed by an authorized officer of BOYD. Any such claim for a set-off, credit, or backcharge shall be promptly presented, in writing, to BOYD within ten (10) days of the event or discovery of the matter giving rise to such claim, together with supporting documentation. If liability for such claim, or any portion thereof, is accepted by BOYD, in writing by an authorized officer of BOYD, BOYD will credit such claim to Customer's account. If such claim, or any portion thereof, is rejected by BOYD, Customer and Boyd agree that the sole dispute resolution procedures are as provided in BOYD's Terms and Conditions.

Typed and printed signatures hereon, and those transmitted electronically shall be deemed to be original signatures for all purposes.

THIS AGREEMENT, THROUGH THE INCORPORATION OF BOYD'S TERMS AND CONDITIONS OF SALE, CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

Company Name _____ Date _____

By: _____ Title _____

Printed Name _____

Company Name _____ Date _____

By: _____ Title _____

Printed Name _____

PERSONAL GUARANTY

For and in consideration of the extension of credit to the Customer named above, the undersigned, jointly and severally, covenant and agree to personally guarantee timely payment of all amounts due from Customer to BOYD, including all costs of collection and attorneys' and paralegals' fees; and agree that BOYD shall have no obligation to seek payment from Customer before proceeding against the undersigned under this guaranty; and further acknowledge and agree that that they are bound by all provisions of the Agreement and this Application between Customer and BOYD, as set forth above.

THIS AGREEMENT, THROUGH THE INCORPORATION OF BOYD'S TERMS AND CONDITIONS OF SALE, CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

By: _____

Title _____

Individually

By: _____

Title _____

Individually

Printed Name _____

Date _____

Printed Name _____

Date _____

FOR OFFICE USE ONLY

Customer # _____

Credit Limit _____

Approved By _____

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