



Providing Superior Service since 1986.

Credit Application

Please complete all information
and return -

By mail:

Metro Building Products, Inc.
2115 South Valentia Street
Denver, CO 80231-3324

By fax:

(303) 751-0589

TERMS AND CONDITIONS OF SALE:

TAXES: All Federal, State and Local sales, use or similar taxes will be buyer's account.

PAYMENT TERMS: The net amount of invoices shall be due and payable in cash thirty (30) days after statement date. The material is subject to shipment in whole or in part at the option of the seller and each shipment is subject to immediate invoicing. If at any time the seller deems the financial responsibility of the buyer unsatisfactory, it reserves the right to require payment in advance, or other security or guarantee that invoices will be paid promptly when due. If buyer fails to comply with the terms of payment or with any other terms of sale, seller shall have the right to withhold further deliveries to or to cancel the unfilled portion of any order and all unpaid amounts shall thereupon become due and payable without prejudice to any claim for damages seller may be entitled to make. A SERVICE CHARGE of 1.5% (18% PER ANNUM but not in excess of the lawful maximum) will be added on any past due accounts and if the account is not paid when due, buyer agrees to pay all reasonable costs of collection including a reasonable sum for attorney fees.

WARRANTY: Any warranties expressed or implied are limited to those provided by the manufacturer to the purchaser. Seller expressly warrants title. EXCEPT FOR SUCH AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND OTHER WARRANTIES OF WHATEVER KIND, ARE HEREBY DISCLAIMED BY SELLER AND EXCLUDED. Seller assumes no liability for any failure of buyer's requirements; nor does seller guarantee that materials furnished meet or conform to any specifications except as specifically noted in writing by seller.

RETURNED MERCHANDISE: All merchandise returned shall be subject to a restocking charge as determined by seller at the time the merchandise is returned.

CLAIMS: Any claims or exceptions by buyer for defective materials must be made in writing within five (5) days after buyer receipt of materials and buyer shall give seller an opportunity to investigate. SELLER IS FURNISHING BASIC MATERIALS AND PRODUCTS OF VARIOUS MANUFACTURERS AT STANDARD PRICES AND IS NOT INSURING BUYER AGAINST POSSIBLE CONSEQUENCES OF ERROR, OMISSION OR NEGLIGENCE IN MANUFACTURE, PRODUCTION OR DELIVERY. EXCEPT FOR BREACH OF THE EXPRESS WARRANTY SPECIFIED ABOVE, SELLER SHALL NOT UNDER ANY CIRCUMSTANCES BE LIABLE ON ACCOUNT OF ANY IMPERFECTION, DEVIATION FROM SPECIFICATION OR OTHER DEFECT IMPAIRING THE QUALITY, VALUE, OR SUITABILITY FOR ANY PURPOSE, OR ANY PRODUCT OR MATERIAL SOLD HEREUNDER, WHETHER CAUSED BY SELLER'S NEGLIGENCE OR OTHERWISE. IN NO EVENT SHALL SELLER BE LIABLE FOR CONSEQUENTIAL, SPECIAL OR CONTINGENT DAMAGES, OR ANY OTHER CLAIM OR DEMAND WHATSOEVER EXCEPT TO THE EXTENT OF THE PURCHASE PRICE OF THE PRODUCT. THE REFUND OF WHICH SHALL BE BUYER'S SOLE AND EXCLUSIVE REMEDY HEREUNDER. BUYER ASSUMES ALL RISK OF LOSS, DAMAGE OR DELAY INCIDENT OF THE FURNISHING OF ANY PRODUCT BY SELLER HEREUNDER, OR THE UTILIZATION THEREOF, EXCEPT TO THE EXTENT EXPRESSLY ABOVE PROVIDED.

GENERAL: All prices are seller's quotations are for immediate acceptance and are subject to change without notice, unless otherwise specified in writing. All quotations and sales shall be subject to seller's standard terms and condition and buyer is conclusively presumed to have accepted such terms and conditions unless otherwise in writing.

All information inserted in the face of the invoice which is not correct must be brought to the attention of the seller in writing within fifteen (15) days after receipt of the invoices by the buyer, otherwise all information shall be conclusively presumed to be correct.

In the event buyer's purchase order sites terms additional to or different from these terms and conditions of sale, then seller's acknowledgement in accordance with the terms herein shall be deemed notification of objection to such additional or different terms, or in the event such purchase order expressly limits acceptance to its terms the seller's acknowledgement in accordance with the terms herein shall be deemed a rejection of buyer's offer to purchase and in the event seller's acknowledgment shall constitute an offer to sell which may be accepted only in accordance with its terms and conditions of sale within a reasonable time and a contract shall be formed only upon such terms and conditions of sale.

CHOICE LAW-CHOICE OF FORUM: By execution of this agreement and the terms and conditions of sale contained herein, the applicant and the personal guarantor(s) here of consent to the jurisdiction of the applicable county or district court in and for the County of Arapahoe, Colorado. Further this agreement and the terms and conditions of sale are construed in accordance with the laws of the State of Colorado then in effect. Nothing herein shall be construed to limit or restrict another venue in order to pursue and statutory rights or remedies.

This agreement constitutes the sole and entire sales agreement between buyer and seller and none of the terms and conditions contained herein may be added to, deleted, modified or altered except by written instrument signed by seller. There are no oral understandings, representations or agreement, which are not fully expressed herein. The laws of the State of Colorado govern the validity, interpretation and enforcement hereof. All orders received are subject to approval and acceptance by an officer of Metro Building Products Inc. and seller reserves the right to reject any orders as well as the right to select its own customers.

FOR THE PURPOSE OF ESTABLISHING OPEN CREDIT PRIVILEGES WITH METRO BUILDING PRODUCTS, INC. FOLLOWING INFORMATION IS FURNISHED AS BEING TRUE AND CORRECT STATEMENT OF PERSONAL AND FINANCIAL INFORMATION.

TODAYS DATE _____

COMPANY NAME _____ TELEPHONE _____

BILLING ADDRESS _____

MAILING ADDRESS _____

HOW LONG AT PRESENT ADDRESS? _____ IF LESS THAN FIVE (5) YEARS WHAT WAS YOUR PREVIOUS ADDRESS? _____

WHEN WAS COMPANY STARTED? _____ HAVE YOU EVER HAD AN ACCOUNT WITH METRO BUILDING PRODUCTS

INC.? _____ IF YES, WHEN AND UNDER WHAT NAME? _____

IS THE COMPANY A? _____ CORPORATION _____ PARTNERSHIP _____ INDIVIDUALLY OWNED

DO YOU RENT OR OWN YOUR HOME? _____

RESALE NUMBER? _____ SALES TAX EXEMPTION NUMBER? _____

****NOTE: PLEASE ATTACH A COPY OF YOUR RESALE / EXEMPTION CERTIFICATE.****

NAME, TITLE, ADDRESS, SOCIAL SECURITY NUMBER AND TELEPHONE NUMBER OF OWNER(S), PARTNERS OR CORPORATE OFFICERS:

NAME AND TITLE: ADDRESS: SOCIAL SECURITY NUMBER: PHONE NUMBER:

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

BUSINESS CREDIT REFERNCES: (DO NOT INCLUDE CREDIT CARDS OR BANKS)

NAME: ADDRESS: PHONE NUMBER:

_____	_____	_____
_____	_____	_____
_____	_____	_____

BANK REFERNECES: (CHECKING, SAVINGS & LOANS)

NAME: ADDRESS: ACCOUNT NUMBER: PHONE NUMBER:

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

PURCHASE ORDERS REQUIRED? _____ YES _____ NO

AUTHORIZED PURCHASERS: _____

****NOTE: PLEASE ATTACH A COPY OF YOUR MOST RECENT FINANCIAL STATEMENT.****

IF ANY OF THE ABOVE INFORMATION SHOULD CHANGE, IT IS YOUR COMPANY'S RESPONSIBILITY TO GIVE METRO BUILDING PRODUCTS INC. IMMEDIATE WRITTEN NOTIFICATION OF SUCH CHANGES.

X _____, HEREBY CERTIFIES THAT ALL OF THE ABOVE STATEMENTS ARE TRUE AND COMPLETE AND ARE MADE IN CONSIDERATION OF EXTENSION OF CREDIT BY METRO BUILDING PRODUCTS, INC. THE UNDERSIGNED HAS READ AND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF SALE, ATTACHED HERETO AND INCORPORATED HEREIN. IF THE PAYMENT TERMS HEREOF _____ ARE NOT MET A SERVICE CHARGE OF 1.5% PER MONTH, 18% PER ANNUM WILL BE ASSESSED ON THE UNPAID BALANCE. IN EVENT OF SUIT TO ENFORCE ANY PART OF THIS AGREEMENT THE UNDERSIGNED AGREES TO PAY ALL REASONABLE ATTORNEY'S FEES AND COURT COSTS.

X

DATE

X

AUTHORIZED OFFICER OR REPRESENTATIVE

IN CONSIDERATION OF EXTENSION OF CREDIT BY METRO BUILDING PRODUCTS INC. AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, THE UNDERSIGNED AGREES TO BE BONDED BY THE TERMS AND CONDITIONS OF SALE SET FORTH HEREIN AND UNCONDITIONALLY GUARANTEES THE PROMPT PAYMENT, WHEN DUE, OF THE ACCOUNT OF X

IN WHATEVER AMOUNT IS DUE AND OWING TO METRO BUILDING PRODUCTS INC BY X

WITH METRO BUILDING PRODUCTS INC. INCLUDING CREDIT EXTENDED HEREIN OR HEREAFTER IN ANY AMOUNT; THE UNDERSIGNED FURTHER AGREES THAT IF THE ACCOUNTS IS NOT PAID WHEN DUE TO PAY ALL REASONABLE COSTS OF COLLECTION, INCLUDING REASONABLE ATTORNEY'S FEES. THIS GUARANTEE SHALL COVER THE RENEWAL OF ANY CLAIMS GUARANTEED BY THIS INSTRUMENT OR EXTENSIONS OR TIME OF PAYMENT THEREOF AND SHALL NOT BE AFFECTED BY ANY SURRENDER OR RELEASE BY METRO BUILDING PRODUCTS INC. OR ANY OTHER SECURITY HELD BY IT FOR CLAIMS HEREBY GUARANTEED. THE OBLIGATIONS OF THE UNDERSIGNED SHALL REMAIN IN EFFECT AND BE ENFORCEABLE REGARDLESS OF AND SUBSEQUENT INCORPORATION, REORGANIZATION, INSOLVENCY, BANKRUPTCY, MERGER OR CONSOLIDATION OF X

OR ANY OTHER CHANGE IN THE COMPOSITION, NATURE, PERSONNEL OR LOCATION OF X

X

GUARANTOR SIGNATURE

X

GUARANTOR SIGNATURE

FINANCIAL INFORMATION

PLEASE NOTE THAT FINANCIAL INFORMATION WILL BE REQUIRED BEFORE CREDIT APPLICATION CAN BE APPROVED OR PROCESSED IF CURRENT FINANCIAL STATEMENT IS NOT AVAILABLE AND ATTACHED. PLEASE FILL IN THE FORM BELOW. THE BELOW IS A TRUE AND CORRECT STATEMENT OF OUR BALANCE SHEET AS OF

ASSETS

LIABILITIES

CASH ON HAND & IN BANK _____

ACCOUNTS RECEIVABLE _____

NOTES RECEIVABLE _____

INVENTORY _____

OTHER CURRENT ASSETS _____

TOTAL CURRENT ASSETS _____

MACHINERY & EQUIPMENT _____

REAL ESTATE & BUILDINGS _____

FURNITURE & FIXTURES _____

TOTAL ASSETS _____

ACCOUNTS PAYABLE _____

NOTES PAYABLE (DUE WITHIN 1 YR) _____

OTHER CURRENT LIABILITIES _____

TOTAL CURRENT LIABILITIES _____

MORTGAGES PAYABLE (LONG TERM) _____

OTHER LIABILITIES _____

TOTAL LIABILITIES _____

CAPITAL STOCK _____

SURPLUS _____

NET WORTH _____

TOTAL LIABILITIES & NET WORTH _____

X

ACKNOWLEDGED AND ACCEPTED