

New Account and Credit Application

General Information New Account				
Company Name:	Phone:	Fax:	Email:	
Street Address:				
City:	State:	Zip:		
County:				
Date your company was founded:	Business Type: Roofing Installer <input type="checkbox"/> Distributor <input type="checkbox"/> Manufacturer <input type="checkbox"/>			
Billing Information				
A/P Contact:				
Street Address (if different):				
City:	State:	Zip Code:		
Primary contact in your finance department	Name:	Phone:	Fax:	
Phone:	Fax:	Email:		
Does your company require purchase order numbers?	<input type="checkbox"/> Yes		<input type="checkbox"/> No	
Company Information				
Sales Tax Information	<i><u>If Tax-exempt please provide Drexel Metals Inc with a copy of your State Sales Tax Certificate</u></i>			
Your legal entity is a:	<input type="checkbox"/> Corporation	<input type="checkbox"/> Co-Partnership	<input type="checkbox"/> Proprietorship	
Filed in which state?	Federal ID#			
List the names and addresses of the company owners and/or Corporate Officers.				
1.Name:		Title:	Phone:	
Address:		City:	State:	Zip Code:
2.Name:		Title:	Phone:	
Address:		City:	State:	Zip Code:
3.Name:		Title:	Phone:	
Address:		City:	State:	Zip Code:
Bank Information				
Name:	Contact Name:	Phone:	Fax:	
Address:		City:	State:	Zip Code:
Account Number:	<input type="checkbox"/> Checking	<input type="checkbox"/> Saving	<input type="checkbox"/> Other (please indicate)	

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Creditor Information				
List the names and addresses of three present trade suppliers.				
1. Company Name:	Contact Name:	Phone:	Fax:	
Address:	City:	State:	Zip Code:	
2. Company Name:	Contact Name:	Phone:	Fax:	
Address:	City:	State:	Zip Code:	
3. Company Name:	Contact Name:	Phone:	Fax:	
Address:	City:	State:	Zip Code:	
Payment Terms				
<i>Our terms of payment are stated on the invoices and payments are expected on or before the agreed upon due date</i>				
Requested Credit	<input type="checkbox"/> \$10,000	<input type="checkbox"/> \$25,000	<input type="checkbox"/> \$50,000	<input type="checkbox"/> Other – state amount below <small>note: Drexel Metals requires current Financial Statements for any credit amount > \$50,000</small>
Requested Amount: \$				
Authorization				
<p>I understand that the information furnished to you is for the purpose of requesting credit from Drexel Metals Inc., a Carlisle Company. I am authorized, in my capacity, to bind my firm accordingly. I/We authorized Drexel Metals to investigate our credit history, bank references and any other information deemed necessary to extend credit. I/We agree to notify Drexel Metals Inc. of any changes in ownership or address or form of said business. This is agreement shall remain in force until written notice of revocation is received by Drexel Metals. Drexel Metals reserves the right to issue Notice to Owner and/or lien any project.</p> <p>BY MY SIGNATURE BELOW AND INITIALS ON PAGE 3, I CERTIFY THAT I HAVE READ THE ATACHED TERMS AND CONDITIONS AND HEREBY AGREE TO THEM</p> <p>FIRM: _____</p> <p>NAME: _____ (PLEASE PRINT)</p> <p>SIGNATURE: _____</p> <p>TITLE: _____ DATE: _____</p>				

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Terms and Conditions

1. TERMS OF PAYMENTS:

Initials _____.

The undersigned hereby makes this application for credit and agrees that all amounts payable on or before the due date, as shown on each invoice, will be paid, and if not paid on or before said due date are then delinquent. The payment for all sales of goods and services will be according to the terms stated on the company's invoice for the sale of goods or services. The failure to pay on the due date on each invoice shall deem the debt to be delinquent. A finance charge of 2% above current prime rate will be applied to all delinquent balances. Purchasers shall pay all attorneys' fees and all costs in the event any matter shall be referred to a third party for collection whether or not litigation is initiated.

2. PURCHASE MONEY SECURITY INTEREST (PMSI):

As security for and all amounts due seller, Purchaser hereby grants to Seller a **PURCHASE MONEY SECURITY INTEREST** in all manufactured and distributed product, equipment, supplies, merchandise, accounts receivables, inventory, other goods of Purchaser and proceeds thereof. At Seller's request, Purchaser shall from time to time, execute and deliver Uniform Commercial Code Financing Statements to seller as public record. At Purchasers request Seller's may subordinate security interest and become junior to any current or future conflicting security interest of Purchaser's main commercial bank. A separate fully executed subordination or inter-creditor agreement will be necessary. Venue shall be in Jefferson, Kentucky. Any sales that result from an extension of credit by seller shall be construed under the laws of Kentucky and any lawsuits resulting from this extension of credit may be commenced in the state of Kentucky.

3. WARRANTY:

THE FOLLOWING IS IN LIEU OF ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING BUT NOT LIMITED TO ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES MADE BY PURCHASER, OR ANY OTHER OBLIGATION ON THE PART OF THE SELLER. SELLER WARRANTS THAT AT THE TIME OF DELIVERY THE MATERIALS/GOODS DELIVERED UNDER THIS CONTRACT WILL CONFIRM TO SPECIFICATIONS, AND WILL BE FREE FROM DEFECT IN MATERIALS AND WORKMANSHIP.

4. REMEDIES AND DAMAGES:

IF THE MATERIALS/GOODS FURNISHED BY SELLER FAIL TO CONFIRM TO SUCH WARRANTY SELLER'S SOLE AND EXCLUSIVE LIABILITY SHALL BE TO REPAIR OR UPON MUTUAL AGREEMENT TO CREDIT PURCHASER'S ACCOUNT FOR DEFECTIVE MATERIAL ONLY. THIS WARRANTY APPLIES TO MATERIALS ONLY AND DOES NOT INCLUDE LABOR EXPENSE OR ASSOCIATED COSTS. IF REPAIR OR REPLACEMENT IS MADE, SELLER SHALL HAVE REASONABLE TIME TO MAKE SUCH REPAIR OR REPLACEMENT FOB SELLER'S PLACE, FREIGHT ALLOWED. NOTICE OF DEFECTIVE MATERIALS/GOODS, INCLUDING ANY SHORTAGES, MUST BE GIVEN TO SELLER VERBALLY WITHIN TWENTY-FOUR (24) HOURS AND CONFIRMED IN WRITING WITHIN SEVENTY-TWO (72) HOURS OF DELIVERY. IN NO EVENT SHALL THE SELLER BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR ANY BREACH OF THE PROVISIONS OF THIS CONTRACT INCLUDING, BUT NOT LIMITED TO, LOSS OF GOOD WILL, LOSS OF PROFIT, LOSS OF USE OR LOSS OF CROPS. IN THE EVENT OF PURCHASER'S FAILURE OR REFUSAL TO ACCEPT MATERIALS ORDERED, SELLER MAY WITHOUT NOTICE RETAIN OR REPOSSESS SAID MATERIALS AND PURCHASERS SHALL BE LIABLE FOR THE FULL PURCHASE PRICE, LESS ALLOWANCE FOR THEN CURRENT VALUE THEREOF AT THE MILL AFTER DEDUCTING FREIGHT, STORAGE, HANDLING, RESTOCK CHARGES AND OTHER COSTS.

This Credit Application is the entire agreement between the parties and all sales to Purchaser from Seller shall be subject to this agreement and to the terms of Seller's invoices, sales confirmations, statements and its other account documents, and subject to the terms of no other form or document, including Purchaser's purchase orders or similar documents, and all prior verbal or written agreement between parties are hereby merged into this agreement. In the event that there is any conflict between the terms of this agreement and Seller's invoices, this agreement shall control.