



APPLICATION FOR CREDIT

RETURN TO: FORTILINE, INC.
 7025 NORTHWINDS DRIVE NW
 CONCORD, NC 28027
 PH (704)788-9800 FAX (704)788-9895

Application submitted to Fortiline, Inc. and its subsidiaries, trade name entities, and business units (collectively the Seller).

COMPANY INFORMATION						
Company's Full Legal Name			Doing Business As (DBA) if different than legal name			
Street Address	City	State	Zip	County		
What state has your Charter/Articles of Incorporation?			Years in business?			
Business Phone		Cell Phone		Fax		
Type of business:	Corporation Proprietorship		LLC	MBE (Minority Business Enterprise)		
Federal Tax ID#	Is your business Tax Exempt?		YES	NO	If YES, you must attach a valid exemption certificate	
Contractors License No.						
BILLING INFORMATION						
Billing Contact			Email address			
Billing Address (if different from above)			City	State	Zip	
Telephone		Fax	Cell			
Invoice Delivery Preference:	Email	Fax	Mail	Purchase Order required?	YES	NO
SURETY / BONDING INFORMATION						
Bonding Company Name			Contact Person		Telephone	
Address			City	State	Zip	
Bonding Agent			Contact Person		Telephone	
Address			City	State	Zip	
PRINCIPALS / OWNERS (Include ALL Owners and Officers)						
Name		Title	Social Security #		Ownership %	
Home Address		City	State	Zip	Telephone	
Name		Title	Social Security #		Ownership %	
Home Address		City	State	Zip	Telephone	
BANK REFERENCES						
Bank Name		Contact Person		Telephone	Fax	
TRADE REFERENCES						
Vendor's Name		Contact Person		Telephone	Fax	
Vendor's Name		Contact Person		Telephone	Fax	
Vendor's Name		Contact Person		Telephone	Fax	
<p>**BY SUBMITTING THIS APPLICATION YOU AGREE THAT ALL PURCHASES WILL BE GOVERNED BY SELLER'S TERMS AND CONDITIONS OF SALE ATTACHED TO THIS CREDIT APPLICATION, AND THAT THE SAME MAY BE AMENDED FROM TIME TO TIME, SHALL APPLY TO ALL SALES AND EXTENSIONS OF CREDIT MADE TO BUYER BY SELLER. The Buyer certifies that the information provided is true and correct and has been submitted as a material inducement to obtain commercial credit and agrees to send to the Seller written notice by certified mail of any changes in ownership of applicants business within five days of such changes. The Buyer certifies that it is solvent and capable of meeting its obligations hereunder. The undersigned also certifies that the undersigned is an authorized representative of the Applicant with full power to execute this application for credit on behalf of the Applicant. Seller is authorized to investigate and verify any information provided and inquire of bank and trade references or others as to ongoing credit worthiness including credit reports from credit bureaus (including consumer reporting agencies).</p>						
Signature		Printed Name			Date	
PERSONAL GUARANTY						
<p>In consideration for the Seller extending credit to the Buyer, the Guarantor(s), jointly and severally hereby guarantee the payment of any obligation of the Buyer to the Seller. Therefore, each Guarantor hereby agrees to pay the Seller on Demand, without offset, any sum owed to the Seller by the Buyer. Guarantor further agrees to pay all costs of collection including reasonable attorney's fees. The Guarantor(s) waives notice of execution of this Guaranty. Guarantors further agree that seller need not seek payment from buyer, another guarantor or seek remedies against goods delivered before demanding payment from guarantor. Performance of this Guaranty shall be at Seller's location as stated in Terms and Conditions. Guarantor(s) grant permission to Seller to obtain personal credit information from personal references furnished and/or from credit bureau reports. Guarantor may revoke this Personal Guaranty only by providing Seller's Credit Department written notice via certified mail. Revocation shall not relieve Guarantor of obligations incurred prior to receipt of such notice. Guarantor(s) acknowledge that he/she is also bound by the Terms and Conditions in this Application.</p>						
Signature		Printed Name			Date	
Signature		Printed Name			Date	

FORTILINE
TERMS AND CONDITIONS OF SALE

Terms of Sale All quotations and sales by Seller to Buyer are expressly conditioned upon Buyer's acceptance of these Terms and Conditions of Sale (the "Terms"). These terms reflect the complete agreement of Buyer and Seller with regard to the sale of goods by Seller to Buyer, and all prior proposals, agreements and understandings, oral or written, are superseded by these Terms. Modification or alteration of these Terms must be in writing and signed by an authorized representative of Buyer and Seller. Buyer's acceptance or receipt of the goods shall be deemed acceptance by Buyer of these Terms. Seller objects to additional or different terms and conditions in any Buyer documentation or correspondence and those additional or different terms are of no force or effect.

Delivery of Goods Seller shall deliver the goods to Buyer itself or through a carrier of its choice. Seller shall use reasonable efforts to deliver the goods to Buyer at the location date and time specified mutually agreed upon by Buyer and Seller and specified in writing. If all goods are unavailable at the time of intended shipment, Seller may make partial deliveries of goods and ship the remainder as they become available. Seller cannot guarantee planned delivery dates but will use reasonable efforts to meet them. Delivery of merchandise to the construction site constitutes delivery to the customer regardless of whether customer or agent is on site at the time of delivery. Fortiline will not be liable for delay in delivery resulting from a requirement of signatures on delivery tickets.

Title and Risk of Loss Seller's responsibility ceases upon its issuance of Bill of Lading or upon delivery of goods, whichever occurs first. Seller shall not be liable to Buyer for goods that are damaged or lost while in the possession of a common carrier, and Buyer is solely responsible for recovering any and all damage directly from the common carrier. Title to the goods passes to Buyer upon Seller's receipt of full payment from Buyer for all amounts owed on the goods. Buyer grants Seller a security interest in the goods as security for Buyer's obligation to Seller to pay the purchase price. This security interest shall commence upon the first delivery of goods to Buyer and shall terminate upon Buyer's full payment of all amounts due Seller. Buyer shall execute any financing statement or other document necessary in Seller's sole opinion to perfect and file this security interest.

Prices Quoted prices are subject to change without notice, and all quotations expire and become invalid if Buyer does not accept them within 30 days from the date of issue. Price extensions when granted by Seller are for Buyer's convenience only, and they, as well as any mathematical, stenographic or clerical errors, are not binding on Seller. Any changes by Buyer in quantities or destination may result in a price adjustment by Seller. Prices shown do not include any sales, excise, or other governmental tax or charge payable by Seller to Federal, State, or local authority. Any taxes now or later imposed upon sales will be added to the purchase price. Buyer will reimburse Seller for any such tax or provide Seller with an acceptable tax exemption certificate. Prices quoted with respect to a particular purchase of goods, and any applicable transportation charges, shall apply only to that particular order of goods and not subsequent orders and purchases.

Payment Buyer shall pay Seller in full for all goods within thirty (30) days of the date Buyer takes receipt of the goods. Payment shall be in the form of cash, check or wire transfer. Retainage shall not apply, and Buyer shall not hold back any retainage from Seller, even if retainage is part of any contract between Buyer and any other party. Payment is not contingent on Buyer's ability to collect or obtain funds from any other party. Buyer consents to Seller's presentment of and request for payment of any check or other payment order issued to Seller by Buyer by any commercially reasonable electronic means in accordance with applicable provision of the Uniform Commercial Code, and Buyer further authorizes any bank or other financial institution on which any such order is drawn or through which such order is payable to make payment pursuant to such order directly to Seller or for credit to Seller's account by electronic funds transfer. Seller may apply Buyer's payment against any open charges within Seller's sole discretion. Seller may exercise setoff or recoupment to apply to or satisfy Buyer's outstanding debt. Buyer shall have no right of setoff hereunder, the same being expressly waived hereby. Buyer agrees to pay Seller on past due accounts a monthly interest charge equal to the maximum interest charge permitted to be charged by the law governing the account between Buyer and Seller. Buyer and Seller further agree that, where required by law to specify such rate, a rate of one and one-half percent (1.5%) per month shall apply. The interest shall continue to accrue after Seller receives a judgment against Buyer at the highest rate allowable by law then in effect. At no time will interest be charged at a rate higher than maximum rate allowable by law in the State where suit is brought.

Credit Terms Issuance of any credit by Seller to Buyer shall be solely subject to the approval of Seller's credit department, and if Buyer's financial responsibility is unsatisfactory, or becomes impaired, or if Buyer fails to make any payment for any goods purchased from Seller when due, then Seller may postpone or decline to make any shipments except upon receipt of satisfactory security or payment of cash in advance of shipment, or Seller may cancel any or all contracts with Buyer. If Buyer fails to comply with these Terms, or Buyer's credit becomes unsatisfactory in Seller's sole discretion, Seller reserves the right to terminate or restrict Seller's credit on any order upon notice to Buyer. Buyer certifies that it is solvent and that it will immediately advise Seller if it becomes insolvent. Buyer agrees to send Seller written notice of any changes in the form of ownership of Buyer's business within five days of such changes.

Unavoidable Forces Seller shall not be liable for delay, damage or default in delivery resulting from any cause beyond Seller's reasonable control ("Unavoidable Forces"), including but not limited to, governmental action, terrorism, strikes, or other labor troubles, fire, damage or destruction of goods, manufacturer's shortages, damage of goods by shipping agents or carriers, inability to obtain materials, fuels, or supplies, weather events, floods or other so-called acts of God, or any other event interfering with the production, supply, transportation, or consumption of the goods being sold, or with the supply or consumption of any raw materials used in connection with the goods.

Seller's Interpretation of Buyer's Plans Any interpretation of plans or specifications provided by Buyer to Seller for the purpose of purchases or bids are for the Buyer's convenience only, and Seller shall have no liability for quantities or materials arising from those interpretations. Buyer shall rely solely on final approval of the plans or specifications by architects, engineers, or other third parties, and not on Seller's interpretation.

Disclaimer of Warranties For any goods that are not manufactured by Seller, Buyer shall be entitled to any manufacturer's warranty that the manufacturer provides to Seller for said goods, but only to the extent and in the same manner as the manufacturer's warranty extends to Seller. **SELLER DISCLAIMS ANY AND ALL OTHER WARRANTIES WITH REGARD TO THE GOODS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY THAT THE GOODS ARE MERCHANTABILITY, FIT FOR ANY PARTICULAR PURPOSE OR NON-INFRINGEMENT OF ANY THIRD PARTY'S PROPRIETARY RIGHTS OR ANY WARRANTIES ARISING BY OPERATION OF LAW, STATUTE OR OTHERWISE, OR IMPLIED BY INDUSTRY OR TRADE CUSTOM, COURSE OF DEALINGS BETWEEN THE PARTIES OR OTHERWISE.**

Buyer's Remedies for Defective Goods If Buyer believes after proper investigation that any delivered goods are defective, meaning that when and as delivered to Buyer by Seller or its carrier, they contain a material defect in materials or workmanship, and Buyer wishes to avail itself of the remedies provided in this Paragraph, Buyer shall promptly return the allegedly defective goods to Seller with a written description of the alleged defect. Seller must receive the returned goods within ten (10) days of Buyer's original receipt of those goods from Seller. The goods returned must be in the same condition as they were in when delivered to Buyer. Seller shall not be obligated to issue full credit on any returns where improper packing results in damage to the goods or prevents Seller from being able to discern the alleged defect. Seller reserves the right to charge Buyer back for any damage caused by improper or inadequate packing. Seller shall provide Buyer with repaired or replacement goods for any goods it determines are defective (under the above standard) without additional charge to the Buyer, or, at Seller's option. Seller may refund the purchase price of such goods. Seller shall be responsible for shipment charges or expense for defective goods returned to Seller and replacement goods shipped to Buyer, provided that the one-way charges are no greater than the shipping charges applicable to shipment from original destination. Returned goods that Seller determines are not defective shall be held for Buyer's shipping instruction, which Buyer shall furnish promptly upon request. Seller's liability shall in no event extend beyond replacement, repair or refund of the purchase price and Seller shall not be liable under any circumstances for special, contingent or consequential damages, nor for loss, damages, or expenses directly or indirectly arising from the use of the goods, including without limitation, warehousing, labor, handling and service charges, die, equipment, or machine breakage, nor for costs, lost profits or loss of good will. The remedies in this Paragraph are Buyer's sole and exclusive remedies for defective goods.

Returns Seller shall give no credit for goods returned by Buyer without Seller's prior written authorization. All returns are subject to a restocking charge. No claims for shortage of goods or damage to goods shall be allowed unless Purchaser, within five (5) days after receipt of shipment, gives Seller written notice of the claim for shortage or damage with a full description of the alleged shortage or damage.

Indemnification Buyer agrees to indemnify and defend Seller from any claim, demand, loss or damage incurred or sustained by Seller arising from or related to Buyer's use or resale of the goods sold by Seller to Buyer or Buyer's failure to comply with these Terms. This indemnification shall not apply to losses, damages or liabilities expressly assumed by Seller under these Terms or to those damages for property damage or personal injury arising from the Seller's sole negligence.

Governing Law These Terms and Conditions of Sale shall be construed and governed by the laws of the State of where the Seller resides, except that the law applicable to any mechanic's or materialsman's lien asserted by Seller shall be construed and governed by the law of the State where the goods were delivered, consumed, or used. Any action or claim arising out of or relating to the manufacture, purchase or sale of the goods shall be brought only in a state or federal court located in the State where the Seller resides, or at Seller's election, the State to which the goods were delivered, consumed, or used. Buyer consents to jurisdiction in the state and federal courts sitting in the State where the Seller resides, or at Seller's election, the State to which the goods were delivered, consumed, or used.

Miscellaneous Buyer agrees that Seller retains all rights to claim a mechanic's and/or materialsman's lien as allowed by the law of the State where the goods were delivered, consumed, or used. Buyer agrees to pay Seller all costs and expenses of collection, suit, or other legal action, including all actual attorneys and paralegal fees, incurred pre-suit, through trial, on appeal, or in any administrative proceedings brought as a result of the commercial relationship between them. Buyer may not assign or transfer or delegate its rights or obligation (by law or otherwise) without Seller's prior written consent. A party's waiver of right under one provision of these Terms shall not constitute a waiver of any other provision or a subsequent waiver of the same provision.

Authorized Representative (Signature)

Printed Name & Title

Date

SELLER'S USE ONLY

SALESMAN:

BRANCH NUMBER:

AUTHORIZED BY:

SEGMENT

TYPE

DP NUMBER