



*Roofs of Distinction*

**BERRIDGE MANUFACTURING COMPANY**

6515 Fratt Road  
San Antonio, TX 78218

Voice: 1-800-669-0009

Fax: (210) 590-4105

FORM: CR-01 REV: 5/2001

**CREDIT APPLICATION FOR**

COMPANY NAME (Include DBA's)		
PHYSICAL STREET ADDRESS		
MAILING ADDRESS		
CITY	STATE	ZIP
TELEPHONE	FAX	EMAIL

**COMPANY DATA**

TYPE OF BUSINESS	CORP, PARTNERSHIP, OR PROPRIETORSHIP (IF INC. PROVIDE STATE)	YEAR BUSINESS STARTED
TAX STATUS	EXEMPT OR NON-EXEMPT (IF TAX EXEMPT, A RESALE OR EXEMPTION CERTIFICATE IS REQUIRED.)	
PRESIDENT, OWNER, OR PARTNER		
TREASURER OR PARTNER		
AUTHORIZED BUYER(S)		PURCHASE ORDER REQUIRED?
ACCOUNTS PAYABLE CONTACT NAME	ANTICIPATED CREDIT DESIRED (Request over \$10,000 requires a financial statement) \$	

**BANK REFERENCES**

BANK NAME	ADDRESS	ACCOUNT NUMBERS	PHONE
CONTACT			FAX
BANK NAME	ADDRESS	ACCOUNT NUMBERS	PHONE
CONTACT			FAX

**CREDIT REFERENCES (4 REQUIRED)**

TRADE REFERENCE	ADDRESS / CITY / STATE / ZIP	PHONE
		FAX
TRADE REFERENCE	ADDRESS / CITY / STATE / ZIP	PHONE
		FAX
TRADE REFERENCE	ADDRESS / CITY / STATE / ZIP	PHONE
		FAX
TRADE REFERENCE	ADDRESS / CITY / STATE / ZIP	PHONE
		FAX

**SIGNATURES**

I/WE UNDERSTAND THAT THE INFORMATION FURNISHED YOU ON THIS PAGE, AS WELL AS THE REVERSE SIDE HEREOF, IS FOR THE PURPOSE OF OBTAINING CREDIT FROM YOUR FIRM; THAT I AM/WE ARE AUTHORIZED IN MY/OUR CAPACITY, TO BIND THIS FIRM ACCORDINGLY; THAT ALL ACCOUNTS OR MONIES DUE YOU SHALL BE DUE AND PAYABLE AT YOUR PLACE OF BUSINESS; THAT ALL PAST DUE ACCOUNTS, NOTES OR JUDGEMENTS SHALL AUTOMATICALLY DRAW INTEREST AT THE RATE OF **18% PER ANNUM** OR MAXIMUM RATE ALLOWABLE UNDER THE LAWS OF THE STATE IN WHICH TRANSACTION IS CONDUCTED. I AUTHORIZE THE RELEASE OF PERTINENT CREDIT EXPERIENCE AND / OR CHECKING, SAVINGS, AND LOAN INFORMATION TO BERRIDGE MANUFACTURING COMPANY.

AUTHORIZED SIGNATURE	PRINTED NAME	TITLE	DATE
AUTHORIZED SIGNATURE	PRINTED NAME	TITLE	DATE

**PERSONAL GUARANTY**

PERSONAL GUARANTY – IN CONSIDERATION OF CREDIT BEING EXTENDED TO THE ABOVE NAMED FIRM I PERSONALLY GUARANTEE ALL INDEBTEDNESS HEREUNDER. I FURTHER AGREE THAT THIS GUARANTY IS AN ABSOLUTE, COMPLETED, AND CONTINUING ONE AND NO NOTICE OF THE INDEBTEDNESS OR ANY EXTENSION OF CREDIT ALREADY OR HEREAFTER CONTRACTED BY OR EXTENDED NEED BE GIVEN; THAT I WILL PAY THE AMOUNT DUE WITHIN FIVE DAYS OF NOTICE THAT THE ACCOUNT IS PAST DUE.

PRINTED NAME	SIGNATURE	SOCIAL SECURITY NO.	DATE
PRINTED NAME	SIGNATURE	SOCIAL SECURITY NO.	DATE

# TERMS AND CONDITIONS OF SALE

1. All references to "BMC" are referring to Seller – Berridge Manufacturing Company.
2. TAXES: Unless specifically enumerated, the price does not include any taxes (including excise, privileges, occupation, use, sales, etc., federal, state or local). Buyer will be liable for payment of all taxes unless acceptable certificate of tax exemption is submitted to BMC. BMC does not collect out of state tax and Buyer holds BMC harmless for and assumes all liabilities of tax payment on out of state shipments.
3. CREDIT INFORMATION: Buyer hereby certifies that the application, statements, trade references, and financial reports submitted to BMC are material inducements to the agreement and that any material misrepresentation shall constitute a default hereunder. At request of BMC, Buyer may be required to supply additional supporting documents to secure credit terms on any single given order or the entire liability of the credit line extended. Buyer agrees to permit BMC to make reasonable and prudent credit investigation in addition to normal references.
4. REPRESENTATION OF SOLVENCY: Buyer hereby represents that he/she/it is solvent and that on each delivery this representation shall be deemed given, received, and relied upon by BMC unless notice to the contrary is given in writing by the Buyer to BMC at or before delivery of goods.
5. PAYMENT TERMS: Buyer hereby agrees that each invoice will be paid in accordance with terms of payment established by BMC. Buyer agrees no retainage will be held on material shipments.
6. SERVICE CHARGE AND/OR INTEREST: Any payments deferred after the due date as specified herein shall bear interest and or services charges at the rate of 1 ½ % per month or the maximum rate allowable under the State in which the transaction is conducted. It is the intent of BMC to comply with applicable usury statutes at the election of BMC. If interest is charged or collected in excess of the maximum non-usurious interest rate Buyer shall notify BMC of such charge or collected amount within thirty days of receipt of any claim related thereto shall be waived by Buyer. If any invoice is placed in the hands of an attorney or outside agency for collection, or if collected by any legal proceedings, Buyer agrees to pay BMC all attorney's fees and court costs incurred in the collection of sums owed by Buyer.
7. SUSPENSION OF PERFORMANCE: BMC reserves the right, without liability and without prejudice, to any other remedies, to suspend performance, decline to ship, to stop any material in transit, if Buyer is past due in payment of any amount owing to BMC, until receipt of payment of all amounts owing to BMC or adequate assurance of such payment.
8. FORFEIT OF DISCOUNTS AND/OR SPECIAL PRICING: Failure to pay within established payment terms will result in forfeiture of any discounts or special price concessions. Any payments deferred after the due date will be subject to all reasonable charges previously conceded or discounted according to standard BMC pricing.
9. RISK OF LOSS: Risk of loss of the goods passes to Buyer on signing of Confirmation of Order by the Buyer and Seller.
10. VERBAL ORDERS: Buyer assumes full responsibility for the accuracy of verbal orders unless written confirmation of order is returned to BMC prior to fabrication.
11. ORDERS SUBJECT TO APPROVAL: All orders are subject to approval and acceptance by BMC by written confirmation. It shall be Buyer's responsibility to notify BMC of any discrepancies in the order immediately upon receipt of Confirmation of Order.
12. CONFLICTING PROVISIONS: Any conflicting provisions contained in Buyer's purchase orders or Buyer's written confirmation shall be of no force and effect, except that BMC shall abide by the Standard Form of Agreement Between Contractor and Subcontractor of the American Institute of Architects, except that BMC shall not be liable to any Buyer or any General contractor for any direct or consequential damages, including loss of use arising out of delay in carrying out a Contract due to strike, fire, Act of God, war, insurrections, mob action, act of government, loss, damage or delay of materials, floods, storms, inability to obtain materials, or other acts or circumstances beyond the control of BMC.
13. CANCELLATIONS: Buyer may cancel an order by giving written notice to BMC prior to fabrication. In the event of such cancellation, Buyer agrees to pay BMC for all actual costs and damages incurred by BMC in preparing to perform the terms of the order and in performing the terms of the order prior to the receipt by BMC of such written notice, including but not limited to BMC expenses of purchased material, fabrication and overhead.
14. SHIPPING: Shipment by common carrier is "Freight Collect" unless other arrangements are made. Acceptance by the freight company is confirmation that BMC has carefully packaged the order and it should be secure for shipment to destination without damage. In the event the material is damaged in transit, the Buyer agrees to make all claims and settlements with the freight company and will not hold back payment from BMC. Although every effort is made to meet requested shipping dates, BMC assumes no responsibility for damages or losses of any kind sustained by customer because of unforeseen inability to meet a precise shipping date. If, at Buyer's request, material is shipped prepaid a 10% premium will be added to the freight charges and billed to the Buyer accordingly.
15. Buyer has and does by these presents grant to BMC and BMC has and does hereby retain a security interest in all parts and accessories purchased by Buyer from BMC. The security interest herein granted by Buyer and retained by BMC is to secure payment of the full purchase price and all other charges due and owing BMC by Buyer under the terms of sale. This security interest constitutes a "Purchase Money Security Interest" pursuant to the Uniform Commercial Code. This instrument and the related Confirmation of Order is a contract, security agreement and financing statement between the parties hereto.
16. If at Buyer's request, the delivery of materials is delayed, then BMC shall invoice Buyer for materials, which invoice shall be due in accordance with terms of payment established.
17. All orders will be available for shipment immediately upon completion of fabrication. If shipment of material is delayed by Buyer, Buyer will be responsible for full cost of storage of materials at BMC or independent warehouse facility, including all transportation and handling charges incurred for storage of materials, and Buyer will assume any damages to the materials caused by deterioration or as a result of damage by transporting materials to or from storage facilities.
18. PERSONAL GUARANTY: Buyer shall at BMC's option, execute personal guaranty or guaranties provided by BMC, personally binding authorized officer(s) of Buyer's company to perform under this Application. Financial Statement(s) will be required to support personal guaranty.
19. BMC shall not be liable for the negligence of any person or entity other than the employees or officers of BMC.
20. This Application shall be signed by an Officer or authorized representative of Buyer's Company. By signing this Application, Buyer and person signing represent that the person so signing is in fact authorized to sign this Application and to bind Buyer to terms and conditions herein.
21. LIQUIDATED DAMAGES: In the event that Buyer does not perform as provided in this Application, Buyer agrees that BMC will have incurred damages as a result of the breach by Buyer, and Buyer hereby agrees that liquidated or ascertained damages in the sum of 100% of the full contract price for material and/or services rendered less payments received by BMC. Said amount is not intended as a penalty, but represents reasonable damages incurred by BMC due to customized fabrication of materials.
22. ENTIRE AGREEMENT: No verbal understanding will be recognized by either party hereto. This application expresses all the terms and conditions of the Application and shall not be altered until approved in writing by an authorized employee or officer of BMC. No course of dealing or trade usage, except as expressly incorporated herein, shall be recognized to vary or modify terms and conditions herein.

AUTHORIZED SIGNATURE

PRINTED NAME & TITLE

DATE