THANK YOU FOR REQUESTING

BERRIDGE MANUFACTURING COMPANY

CREDIT AGREEMENT

Our Credit Agreement is **2** pages in length. Please make sure you have received **both** pages.

Please use the following checklist to determine that your agreement is complete. Since we do not process agreements with incomplete or missing data, your order will be delayed until we receive a correctly completed and signed agreement.

- ✓ Have you signed **page 1** *AND* **page 2** of the agreement?
- ✓ Have you provided 4 credit references?
- ✓ Have you provided a bank reference?
- ✓ Have you indicated a desired credit limit? **If you are requesting more than a $20,000 line of credit, you must include your most current year end financial statement with your agreement.**
- ✓ If a manufacturer's watertightness warranty is needed, please submit your most current year end financials. **Pending material orders cannot be approved until financials are reviewed.**

What is the credit account procedure?

Once your properly completed Credit Agreement is received in San Antonio, your references are contacted and asked to provide us with your payment history, high credit balance, etc. After all information is received, your agreement is reviewed by the Credit Manager. Please double check your agreement. If we have to contact you for missing information the processing will be delayed.

How long does it take to open a credit account?

The credit investigation process starts promptly after the completed agreement has been received. After all references have responded and any additional information requested from the customer has been provided and information from reporting agencies such as Dun & Bradstreet is complete, it may take up to two days to evaluate your agreement.

Is there any way that the order can be started while my agreement is being processed?

Yes, as a normal practice, we can establish an account with "Prepaid" terms. An order can be placed with these; however, you must "prepay" (pay in advance) before work can begin on the order. Once a credit account is established, all future orders may be placed on your credit account. If you choose to wait for credit terms to be established, then the order will be held until your credit has been approved.

What are Berridge's standard terms?

All of our credit accounts are "Net 30" with Job Data – payment is due 30 days from the invoice date. Invoices are dated the day material is shipped.

Do you offer discounts?

We do not offer any payment discounts.

Are there any additional terms I might expect to see?

Yes, depending on the size of the order and your credit history with us, you might also be asked to establish a "Joint Check" payment agreement between Berridge Manufacturing Company, yourself, and the General Contractor. Note that the General Contractor must complete a Credit Agreement and be approved in order to utilize the Joint Payment arrangement. Joint check agreements are not available to prepay accounts.

What is a Joint Check payment arrangement?

A joint check payment arrangement provides that the General Contractor will make payments to both you, our customer, and to Berridge Manufacturing Company. After proper endorsement by our customer, the joint check will then be sent to Berridge Manufacturing Company and applied to the appropriate invoice(s) on your account.

Who can I contact if I have any questions?

As you might expect, many individuals can become involved in the establishment of an account and in the day-to-day processing of transactions on your account. Below are the primary contacts for the Credit Department:

- Lead Credit Associate: Belinda Cochran, bcochran@berridge.com
- Credit Assistant: Eve Zuniga, ezuniga@berridge.com
- Credit Associate: Destiny McDowell, dmcdowell@berridge.com

Berridge Manufacturing Company
2610 Harry Wurzbach Road
San Antonio, TX 78209

Phone: (210) 650-3050
Toll Free: (800) 669-0009
Fax: (210) 650-0379

BERRIDGE CALIFORNIA SALES CORPORATION

8442 Sultana Ave.
Fontana, CA 92335

Voice: (800) 669-0009

Fax: (210) 650-0379

FORM: CR-02 REV: 06/2023

CREDIT AGREEMENT FOR

COMPANY NAME ("Buyer")	TRADE NAME (DBA)		
PHYSICAL STREET ADDRESS			
MAILING ADDRESS			
CITY		STATE	ZIP
TELEPHONE	FAX	EMAIL	

COMPANY DATA

TYPE OF BUSINESS	CORP, PARTNERSHIP, OR PROPREITORSHIP (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		FEDERAL TAX ID	
TREASURER OR PARTNER		PURCHASE ORDER REQUIRED?	
AUTHORIZED BUYER?	ANTICIPATED CREDIT DESIRED (REQUESTS OVER $20,000 REQUIRE FINANCIAL STATEMENT REVIEW)		
ACCOUNTS PAYABLE CONTACT NAME	ACCOUNTS PAYABLE EMAIL		

BANK REFERENCES

BANK NAME	ADDRESS	ACCOUNT NUMBER	PHONE:
			FAX:
CONTACT	EMAIL:		
BANK NAME	ADDRESS	ACCOUNT NUMBER	PHONE:
			FAX:
CONTACT	EMAIL:		

CREDIT REFERENCES (4 REQUIRED)

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

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 AMOUNTS, NOTES OR JUDGEMENTS SHALL AUTOMATICALLY DRAW INTEREST AT THE RATE OF 18% PER ANNUM OR THE MAXIMUM RATE ALLOWABLE UNDER THE LAWS OF THE STATE IN WHICH THE TRANSACTION IS CONDUCTED. I/WE 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, COMPLETE, AND CONTINUING ONE AND NO NOTICE OF THE INDEBTEDNESS OR ANY EXTENSION OF CREDIT ALREADY EXISTING OR HEREAFTER CONTRACTED 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	LAST 4 SSN	DATE
	EMAIL:		
PRINTED NAME	SIGNATURE	LAST 4 SSN	DATE
	EMAIL:		

TERMS AND CONDITIONS OF SALE

1. All references to “BMC” are referring to Seller – Berridge Manufacturing Company, its successors and assigns. All references to “Buyer” are referring to the aforementioned person or entity named in the “COMPANY NAME” field of this Credit Agreement.

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 Credit Agreement, statements, trade references, and financial reports submitted to BMC are true and material inducements to the agreement and that any material misrepresentation shall constitute a default hereunder. The submission of this Credit Agreement does not obligate BMC to extend credit. At the 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 conduct a reasonable and prudent credit investigation in addition to normal references, which may include the exchange of credit information among its sales affiliates. BMC reserves the right to exchange credit account information with third party commercial and/or consumer credit reporting agencies, collection agencies, merchants, and financial institutions. BMC reserves the right to sell, assign, or transfer this account, and Buyer agrees that the terms and conditions contained in this Credit Agreement shall be enforceable by any party to whom this account is transferred.

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 that no retainage will be held on material shipments.

6. SERVICE CHARGES AND/OR INTEREST: Any payments deferred after the due date as specified herein shall bear interest and or services charges at the rate of 18% per annum or the maximum rate allowable under the laws in the State in which the transaction is conducted. It is the intent of BMC and Buyer to comply with all applicable usury statutes. If for any reason or circumstance interest is charged or collected in excess of the maximum non-usurious interest rate, such amount which would be excessive interest shall be applied to the reduction of the principal amount of deferred payments and not to service charges or interest. Any excess remaining after the discharge of these amounts shall be credited to the 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 request, cause to be executed personal guaranty agreement(s), provided by BMC, personally binding certain individuals to perform under this Credit Agreement. Financial Statement(s) will be required to support personal guarantees.

19. BMC shall not be liable for the negligence of any person or entity other than the employees or officers of BMC.

20. This Agreement shall be signed by an Officer or other authorized representative of Buyer. By signing this Credit Agreement, Buyer and person signing represent that the person so signing is in fact authorized to sign this Credit Agreement and to bind Buyer to terms and conditions herein. Buyer agrees that this agreement is to be limited to a request for commercial credit and that any credit that may be extended under this agreement may not be used for personal, household, or family purposes.

21. LIQUIDATED DAMAGES: In the event that Buyer does not perform as provided in this Credit Agreement, 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. VENUE: Buyer agrees that jurisdiction and venue for any dispute under this contract shall be in the state district court of Bexar County, Texas in San Antonio, Texas.

23. ENTIRE AGREEMENT: No verbal understanding will be recognized by either party hereto. This agreement expresses all the terms and conditions of the Credit Agreement 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 of modify terms and conditions herein.

AUTHORIZED SIGNATURE PRINTED NAME & TITLE DATE