



THE WILLIAM L BONNELL COMPANY, INC.

P.O. BOX 428 NEWNAN, GA 30264 PHONE: 770-253-2020 CREDIT DEPT FAX: 770-254-7712

APPLICATION FOR CREDIT - Page 1 of 2

INSTRUCTIONS: All applicants must complete this page of the application and sign at the bottom. If you have a pre-printed page of credit references, you may substitute your page for page two of our application. If you supply your own pre-printed list of credit references, please be sure it includes the name of your current aluminum extrusion source. This application is used in the United States, as well as Canada; therefore, any verbage in the credit application, or the terms and conditions attached (an integral part of this form), which are not applicable by law are to be disregarded as though they are not a part of this form.

Applicant Legal Name _____ D/B/A _____
Street Address _____
Mailing Address _____
Phone # _____ Fax # _____ Line of Business _____
Branch () Division () Subsidiary () of _____
Business is a: Corporation () Partnership () Proprietorship () Years in Business Under This Ownership _____
Applicant's DUNS Number _____ **Parent's DUNS Number (if applicable)** _____

Personal Contacts:

President/Owner _____ Phone _____ Fax _____ E-Mail _____
Financial Officer _____ Phone _____ Fax _____ E-Mail _____
Buyer/Purchaser _____ Phone _____ Fax _____ E-Mail _____
Accounts Payable _____ Phone _____ Fax _____ E-Mail _____

FOR U.S. BUSINESSES ONLY
Federal Tax I.D. Number _____ Social Security Number (if Proprietorship) _____
PLEASE INCLUDE A COPY OF YOUR STATE SALES TAX EXEMPTION CERTIFICATE

FOR CANADA BUSINESSES ONLY
Federal Sales Tax Exempt Number: _____
Provincial Sales Tax Exempt Number: _____

ATTACH A COMPLETE COPY OF YOUR MOST RECENT FISCAL YEAR-END FINANCIAL STATEMENT

REQUESTED CREDIT LINE (APPROXIMATE AMOUNT OF PURCHASES IN ONE MONTH) \$ _____

IF YOU WISH TO RECEIVE A MONTHLY STATEMENT OF ACCOUNT, CHECK HERE

INVOICES ARE FAXED. PLEASE ENTER THE FAX NUMBER FOR INVOICES AND A CONTACT NAME OR DEPARTMENT.

NAME OR DEPARTMENT _____ **FAX NUMBER** _____

No terms or conditions of purchase different from the terms outlined on the attached (an integral part of this form) or in our published price list will become part of any sales or service agreement unless specifically approved in writing by supplier.

Applicant agrees to notify creditor by Certified Mail of any change in ownership that would change the party obligated by this debt and shall be responsible for all charges made to this applicant until such notice is received.

I agree to keep within supplier's credit terms. Should this account ever become delinquent, I agree to pay interest (a finance/delinquency charge) of 1 1/2% per month (or legal limit if less) on any amount which becomes delinquent beyond 30 days. If the account is placed for collection, applicant agrees to pay all costs and expenses of collection, including attorneys' fees and expenses. Standard terms, subject to credit approval, are 1% 10 days, net 30 days from invoice date. All orders are subject to credit approval and delay if account is delinquent or if credit line is exceeded.

All transactions conducted by or between the applicant and supplier shall be governed and construed in accordance with the laws of the state of Georgia. Applicant acknowledges and agrees that the exclusive place of jurisdiction for any action, suit or proceeding relating to all such transactions shall be in the state courts of Georgia sitting in Coweta County, Georgia.

The above information and all other given for the purpose of obtaining materials from supplier on credit is warranted to be true and correct to applicant's best information. I hereby authorize the investigation of the references listed. All information will be held in confidence and used for credit granting purposes only.

AUTHORIZED SIGNATURE _____ **DATE:** _____

PRINTED NAME: _____ **TITLE:** _____



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APPLICATION FOR CREDIT - Page 2 of 2

BANK REFERENCE

Bank Name _____
Address _____
Phone Number _____ Fax Number _____
Loan Officer or other contact _____
Account Numbers: Checking _____
Savings _____
Other _____

TRADE REFERENCES (Please include your present aluminum extrusion source)

- 1) Name _____
Address _____
Phone Number _____ Fax Number _____
Contact _____ Account Number _____

- 2) Name _____
Address _____
Phone Number _____ Fax Number _____
Contact _____ Account Number _____

- 3) Name _____
Address _____
Phone Number _____ Fax Number _____
Contact _____ Account Number _____

- 4) Name _____
Address _____
Phone Number _____ Fax Number _____
Contact _____ Account Number _____

STANDARD TERMS AND CONDITIONS

1. CONTRACT BETWEEN PURCHASER AND SELLER

This Agreement consisting of this form as completed together with the Order Acknowledgement previously issued to you and any documents incorporated by reference shall be a contract binding The William L Bonnell Company, Inc. (as "Seller") and you (as "Purchaser"). This Agreement shall replace and supersede any purchase order you may have issued respecting the product(s) to be purchased and sold hereunder and is not intended to evidence Seller's acceptance of any such purchase order. Seller also hereby notifies you of its objection to any different or additional terms you may wish to propose for inclusion in this Agreement. Your acceptance of any product delivered hereunder shall be conclusive evidence of your acceptance of the terms and conditions of this Agreement as stated herein. In the event of any errors in this Agreement, please notify us immediately: failure to provide notice of any error within ten days of the date hereof shall make you liable for any additional costs incurred by Seller.

2. CHANGE IN PRICE AND PRODUCT LINE

All materials will be invoiced at Seller's price and changes in effect at the time of shipment. Seller reserves the right to make changes at any time in design, materials or specifications without decreasing performance, and to discontinue any product or products without notice.

3. TOLERANCES-EXTRUSIONS

The goods shipped hereunder shall be subject to standard quantity, specifications and dimension tolerances as contained in Seller's Price Schedule in effect at the time of delivery and/or as recognized by the Aluminum Association.

4. PAYMENT

If at any time prior to completion of performance under this Agreement Seller shall have reasonable cause to doubt Purchaser's ability or intention to perform as required hereby. Seller may demand assurances of purchaser's ability or intention to perform and may suspend its own performance pending receipt of such assurances. Purchaser's failure to provide assurances as requested may be deemed a breach or contract. Such reasonable assurances may include evidence of Purchaser's financial health, including evidence of its ability to pay amounts that may come due under this Agreement and the provision of third party sureties guaranteeing such payment. Prices shown and payments due under this agreement are in United States dollars. Payment is due under the terms stated on the face hereof.

Buyer agrees to pay all costs and expenses, including reasonable attorney's fees, incurred by Seller in the collection of any past due sum payable by Purchaser to Seller, or in the exercise of any remedy.

5. Y2K COMPLIANCE

Each party covenants and agrees that it will take all commercially reasonable steps to avoid any year 2000 problem associated with the computer systems, software and equipment owned, leased or licensed by it, its affiliates or subsidiaries from materially affecting its performance hereunder. Each party agrees to promptly inform the other party upon identifying any obstacle reasonably expected to interfere with such party's ability to become year 2000 compliant prior to December 31, 1999 and the steps being taken to avoid or overcome such obstacle.

6. INTEREST

Interest at the rate of 1.5% per month (18% per annum) or the then current Chemical Bank (New York) prime rate plus 4% (whichever is greater, but not to exceed interest rates permitted by applicable law) will be charged on all balances outstanding after thirty (30) days from the due date.

7. TAXES

Any increase in the cost to Seller of manufacturing the product sold hereunder, or any increase in the cost of any materials used in the manufacture thereof, whether payable by Seller or embodied in the cost to Seller of such materials caused by taxes, excises, duties or other charges of any kind, or any such levy of any kind on the sales, delivery to or the use by Purchaser, imposed by any national, state or municipal government, or any agency or political subdivision thereof shall be separately invoiced or added to the price hereinabove specified, and shall be paid by Purchaser so far as permissible under applicable laws, regulations and/or orders of competent governmental authority having jurisdiction thereof. State and federal (but not county or

municipal) income, franchise, gross receipts, occupational or other similar taxes are not to be considered as a tax or governmental charge within the meaning of this paragraph.

8. DELAYS

Seller shall not be liable for any delay or non-delivery caused by circumstances beyond the reasonable control of the Seller, including but not limited to declared or undeclared war, fire, flood, explosions, strikes, labor trouble or shortages, accident, breakdowns, mechanical failure of machinery or equipment, riot, act of governmental authority, act of God, unavoidable casualties, priorities required or requested by federal or any state government or any subdivision or agency thereof or granted for the benefit, directly or indirectly of any of them, failure of the usual sources of supplies of raw materials, supplies and equipment, including electrical energy, delays in transportation or lack of transportation facilities, restrictions imposed by federal or state legislation, rules, regulations, orders or ordinances. In the event that any delivery is suspended or delayed by reason of the occurrences of one or more of the above causes, at Seller's option, deliveries may be made after cessation of such causes and nothing herein shall excuse Purchaser's obligation to pay **in full** for any part of the order delivered before or after commencement or cessation of such cause(s).

9. WARRANTY

Seller warrants that the product(s) supplied by Seller shall be free from defects in workmanship and material and shall conform to all descriptions and specifications, if any, set forth or incorporated by reference in this Agreement. The foregoing warranty only applies to the quality of the goods at the time of delivery, and Seller makes no representation as to the durability or service life of the product. **SELLER DISCLAIMS ANY OTHER WARRANTY, EXPRESS OR IMPLIED. WHETHER CREATED BY CONTRACT, BY STATUTE OR OTHERWISE BY OPERATION OF LAW, INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

10. REMEDY

If any product supplied by Seller fails to conform to the warranty set forth in paragraph 8, Purchaser shall notify Seller of the nonconforming product in writing not later than 10 days after Purchaser becomes aware of the nonconformity and in any event not later than one year after delivery of the product to Purchaser. Following provision of such notice, Purchaser may return the product to Seller and Seller will either confirm or disagree that the product fails to conform to such warranty. Products determined by Seller to conform to the foregoing warranty shall be held by Seller pending Purchaser's shipping instructions. If the product fails to conform to the warranty, Seller, at its sole option, shall either (1) repair the product, (2) replace it with a product that conforms to the above warranty or (3) return to Purchaser the price, or that portion of the price, paid for the nonconforming product. [Unless the order expressly provides that Seller shall provide transportation, Purchaser shall bear all transportation costs and make all arrangements for transportation of the nonconforming product to and from the repair or manufacturing facility specified by Seller.] Seller's remedial obligations hereunder are conditioned on the product not having been subjected to misuse, abuse or alteration.

Transportation or Traffic damages are to be noted on the delivery copy of the Seller's manifest and/or bill of lading. No inspection or investigation of claim by Seller shall be deemed a waiver of this requirement.

11. EXCLUSIVE REMEDY

The remedies set forth in paragraph 9 shall be Purchaser's exclusive remedies for products that fail to conform to the warranty in paragraph 8 above or for any other nonconformity of defect existing or alleged to exist in the product.

12. CONSEQUENTIAL DAMAGES

Seller shall not be liable to Purchaser, whether in contract, tort or otherwise (including strict liability) for any special, incidental, indirect or consequential damages whatsoever, without regard to whether such damages are foreseeable, including but not limited to damages for loss of profits or revenue, loss of use of any equipment or technology, damage to other tangible property of buyer, cost of capital, cost of downtime or delays or claims of customers.

13. LIMITATION OF LIABILITY

Seller's aggregate liability to Purchaser, and to persons or entities claiming through Purchaser, arising out of this Agreement, whether such liability arises in contract, tort or otherwise (including strict liability), at law or in equity, shall not exceed the price, or portion thereof, actually paid by Purchaser hereunder.

14. INDEMNITY

Purchaser shall indemnify Seller and Seller's officers, directors and employees against any and all liability and associated expense (including reasonable attorney's fees) they may incur in connection with claims asserted by persons or entities not a party to this Agreement for personal injury (including death) or property damage in any way connected with the sale, transportation, use or possession of the product, including its design, whether such claims arise in contract, tort or otherwise (including strict liability), whether in law or in equity, except to the extent such liability is adjudged by a court of competent jurisdiction to have been caused solely by the negligence or intentional misconduct of the person or entity to whom indemnity would otherwise be provided hereunder. Purchaser expressly waives any right, whether arising under contract or by operation of law, to indemnity or contribution from Seller with respect to liability Purchaser may have for the claims of persons or entities not a party to this Agreement in any way arising out of their sale, transportation, use, design or possession of any product purchased and sold hereunder.

15. PURCHASER'S DESIGNS, PLANS, DRAWINGS, SPECIFICATIONS AND REQUIREMENTS

For any product that is not included in Seller's standard product line offered for sale generally in the usual course of Seller's business, it is agreed that Purchaser has engaged Seller to manufacture such product to Purchaser's specifications and requirements. Seller shall not be responsible for the adequacy of prints, drawings, specifications and requirements respecting such product or for the adequacy of the design represented thereby. Seller also shall not be responsible for the adequacy of the materials incorporated in such product or for testing or otherwise determining the sufficiency and applicability of the design. Seller shall not be responsible for determining or assuring that such product or the use or application of such product conforms with applicable federal, state or local laws, rules or regulations. Seller's only warranty with respect to such products shall be as set forth in paragraph 8. All designs, plans, prints, or drawings of whatever kind prepared by Seller with respect to such products are and shall remain the sole property of Seller.

16. ADVICE BY SELLER

The giving or failure to give advice or recommendations of any character by Seller shall not impose any liability upon Seller nor grant to Purchaser any license to the use of any of Seller's patents, inventions, trademarks or trade names.

17. EQUIPMENT

Any equipment (including extrusion dies, backers, bolsters, jigs, tools, etc.) which Seller specifically constructs or acquires for use on Purchaser's extrusion order shall be and remain Seller's property and in Seller's sole possession and control. Any charges billed to Purchaser by Seller therefore shall be for the use of such equipment only in connection with this Agreement and shall confer on Purchaser no right of any kind with respect to such equipment. If Purchaser fails to pay any of the amounts due Seller for a period of six months, or breaches any of these terms and conditions, or if bankruptcy or insolvency proceedings are commenced by or against Purchaser, or if Purchaser shall make an assignment for the benefit of creditors, or if a receiver shall be appointed for Purchaser, all of Purchaser's rights in and to the equipment shall be forfeited to Seller and Seller may use or dispose of such equipment as it, in its sole discretion, deems appropriate.

18. PATENTS

If any material shall be manufactured or sold by Seller to meet Purchaser's specifications or requirements and is not a part of Seller's standard product line offered by it for sale generally in the usual course of Seller's business, Purchaser agrees to indemnify Seller and Seller's officers, directors and employees against all liability and associated expense (including reasonable attorney's fees) for actual or alleged infringement of any United States or foreign patent and to defend any suits or actions which may be brought against Seller for any alleged infringement because of the manufacture or sale of any such material.

19. TRANSPORTATION

F.O.B. Shipping Point. Where route, method and agency of transportation are determined by Seller and are in excess of 5,000 lbs shipped from one location, actual transportation charges will be absorbed by Seller on shipments within Seller's normal trading area. All orders totaling less than 5,000 lbs from one location will be shipped freight pre-paid and invoiced. Where route, method and agency of transportation are not determined by Seller, Purchaser will be invoiced for the excess, if any, of actual transportation charges above the lowest applicable charges which would have incurred if Seller determined route, method and agency. Any

excess in transportation costs due to the length of extrusions ordered by Purchaser will be paid by Purchaser. All orders accepted as C.O.D. by Seller, regardless of volume, will be shipped freight collect and C.O.D. charges will be paid by Purchaser at the time of delivery. All C.O.D. orders will be shipped by common carrier.

20. CHANGES

Seller assumes no responsibility for any changes **by Buyer** in the specifications identified in the Agreement as originally issued, unless such changes are confirmed in writing by Purchaser and accepted in writing by Seller. Seller's acceptance of any such change may be conditioned on prior agreement to mutually acceptable changes in price and schedule for delivery of the product.

21. RETURNABLE EQUIPMENT

Any equipment, pallets or containers, specified on the face of this Agreement as returnable, whether or not a charge is made or deposit is required, shall be returned promptly in accordance with Seller's instructions.

22. GOVERNING LAW

This Agreement shall be interpreted in accordance with the laws of the State of Georgia.

23. NOTICE

Notice to either party under any provision of the Agreement shall be deemed good and sufficient if sent by registered or certified mail to the last known post office address of such party, and shall be effective upon posting.

24. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of Seller and Purchaser respecting its subject matter and supersedes any prior or contemporaneous understandings. The contract evidenced by this Agreement may not be amended or rescinded except in a written document signed by authorized representatives of both Seller and Purchaser.

25. NON-ASSIGNABILITY

This Agreement is neither transferable nor assignable by either Purchaser or Seller except to (1) affiliates, subsidiaries or successors to the business of Seller to which this Agreement relates or (2) with the consent of the other party.