

COMMERCIAL CREDIT APPLICATION



Name _____

Address _____

City/State/Zip _____

Phone _____

Fax _____

Business Type : Sole Proprietorship Partnership Corporation: State Of: _____

How long in Business _____ D & B Number _____

Name/Addresses of Individuals or Partners -or- Name/Title/Phone Number Of Officers

Name of Person to Contact Regarding Purchase Orders and Accts Payable, Title and Phone Number

Bank Reference

Acct Number, Contact, Title and Phone Number

_____	_____
_____	_____
_____	_____

Trade References: Company Name, Address, Phone and Fax Number -Fax is Required

1. _____
2. _____
3. _____
4. _____
5. _____

The above information is submitted for the sole purpose of opening an account and I hereby certify the information to be true.

Signed _____
Title _____
Date _____

Please Return to:

Extruded Aluminum Corporation
Angie Pena
7200 Industrial Drive
Belding, MI. 48809
Ph. 616-794-0300 ext 102 Fax 616-794-0879



7200 Industrial Drive
Belding, MI. 48809
Phone: 616-794-0300
Fax: 616-794-0879

Date Faxed or Mailed _____

CREDIT AGREEMENT

I understand that the information furnished to you on the Commercial Credit Application is solely for the purpose of obtaining credit from your firm. I am authorized, in my capacity, to bind my firm accordingly. That all moneys due to Extruded Aluminum Corporation shall be due and payable at your place of business. All accounts are based on Net 30 days unless otherwise noted. That all past due accounts, notes, or judgements shall automatically draw interest of 18% annum, should it become necessary to turn this account over for Third Party Collection, the customer agrees to pay all costs of collection including legal fees.

Name _____ Date: _____

Title _____

Although we do not anticipate any late payments from your firm, failure to sign this document does not release your firm from payments owed to Extruded Aluminum Corporation for finance charges incurred on past due accounts. This letter of agreement is sent to all customers to properly inform them of Extruded Aluminum Corporations payment terms and finance charges, also included on our invoices. We, at Extruded Aluminum, value your business and look forward to a mutually beneficial relationship.

TERMS AND CONDITIONS

1. Price. Seller's prices for items of material shall be those in effect at the time of shipment and shall, subject to the Transportation Allowances hereinafter set forth, be f.o.b. Belding, Michigan, provided, however, that (a) in the event Seller's prices for the items furnished to Buyer under the purchase orders referred to on the face of this Acknowledgment shall be increased prior to shipment, Seller shall give written notice to Buyer of such increases prior to shipment and Buyer shall have the right, within ten (10) days from the date of such notice, to cancel all or any portion of the unshipped items specified in such purchase orders, and (b) such prices shall not exceed the ceiling prices for such items under any applicable regulation, order, or requirement of any governmental agency having jurisdiction over the prices of such items.

2. Transportation Allowances: A deduction equivalent to the actual transportation charges, but not exceeding an amount based on the rail freight applicable to shipments of 30,000 pounds, will be made from the Company's invoices on shipments of 1,500 pounds or more to one destination within the continental United States. Seller reserves the right to control the routing.

3. Terms of Payment: Unless otherwise specified on the face hereof terms of payment are as follows:

Approved Accounts: Terms of payment shall be net cash within thirty (30) days from date of invoice.

All Other Accounts: Terms of payment shall be subject to our approval and receipt of satisfactory security or cash before shipment. All invoices will be dated the day of shipment. If, in the opinion of Seller, the financial responsibility of Buyer becomes unsatisfactory or impaired, or if Buyer fails to make any payment when due, then in any such event, Seller may defer or decline to make any further shipments to Buyer except upon receipt of satisfactory security or cash payments in advance, or it may terminate the contract.

4. Acceptance and Cancellation or Orders. Orders are accepted by Seller only by the execution by Seller at its principal office in Belding, Michigan, of Seller's standard purchase order acknowledgment and the mailing or delivery thereof to Buyer. Buyer's order constitutes a firm order and can only be canceled by Buyer with the written consent of Seller executed by Seller at its principal office in Belding, Michigan, and mailed or delivered to Buyer.

5. Warranty. Seller warrants that the items furnished to Buyer under the purchase orders referred to on the face of this acknowledgment will be free from defects in material and workmanship and in accordance with Applicable Prints and Specifications. "Applicable Prints," as herein used, shall mean blueprints furnished by Buyer or approved in writing by Buyer, or, in the absence of either of these, blueprints of Seller for the item ordered. "Applicable Specifications," as herein used, shall mean the specifications referred to on the face of this acknowledgment which, unless otherwise specifically stated, shall be the standard commercial specifications. This warranty is in lieu of and excludes all other warranties, express or implied, and as to each item furnished is limited to a period of sixty (60) days from the date of shipment of such item. Seller's liability under this warranty is limited to replacing or repairing, without charge, any items which in Seller's opinion are defective or, at the option of Seller, Paying or crediting Buyer with the purchase order unit price thereof, and is contingent upon Buyer's notifying Seller of items Buyer claimed to be defective, immediately upon the discovery of such defect by Buyer and Buyer's holding such items subject to Seller's direction as to disposition to be made thereof, which Seller will give Buyer within (10) days after receipt of notice from Buyer of the claimed defects. Seller shall not be liable for loss or damage directly or indirectly arising from the use or sale of any items furnished to Buyer. Items claimed by Buyer to be defective and returned to Seller at Seller's direction for inspection by Seller at its plant and found by Seller not to be defective will be returned to Buyer at Buyer's expense, including transportation charges both ways.

6. Claims. Upon arrival of items at point of destination, buyer shall examine same, shall decline to receive shipments which are either incomplete or damaged until the local agent of the carrier notes in writing on the face of the freight bill the exact shortage or damage or both, and shall notify Seller in writing with ten (10) days thereafter of any claim for shortages or patent defects therein not occurring in transit, and give Seller the opportunity to verify such claim. If Buyer fails to so notify Seller, Seller shall not be liable for any such claim. Buyer shall assert all claims for damages or losses in transit directly against the carrier.

7. Variations in Quantity. Shipments of ten (10%) percent over or under the amount specified in Buyer's order shall be in compliance with Buyers' order.

8. Patents. Seller will hold Buyer harmless against any patent infringement claim or suit arising out of the methods of processes of manufacturing used by Seller in filling Buyer's order, provided that Seller is notified in writing and is tendered the sole right to settle any such claim or the defense of any such suit within five (5) days after each such claim is made or Buyer is served with process in each such suit. Buyer will save Seller harmless from all judgments and costs recovered in any suit and reimburse Seller for any costs and expenses incurred by Seller in the defense and/or settlement of any claim or suit, for alleged infringement of any United States or foreign letters patent by reason of the sale or use, either alone or in combination with other items, of any item Seller furnishes Buyer.

9. Fitting-Up Charges. All special jigs, dies, tools, gauges, and equipment necessary for or used in connection with Buyer's order are and shall remain the sole property of Seller.

10. Taxes. The prices contained in Buyer's order do not include any present or future taxes imposed by any Federal, state, or local authority directly upon the manufacture, sale, or use of the items to be furnished Buyer. In the event any such taxes are applicable at the time of shipment of any said items, Seller will invoice Buyer therefor as a separate item.

11. Responsibility for Non-Performance or Delay. Seller shall be relieved from all liability for failure to make, or delay in making, deliveries under Buyer's order, when such failure or delay is due to causes beyond Seller's control and without Seller's fault or negligence, including but not restricted to strikes, labor troubles or disputes, labor shortages, inability to obtain necessary material, fires, floods, stoppages in transit, direct or indirect acts of the government (including but not restricted to priority, limitation or allocation orders), war, sabotage, acts of God or the public enemy, or other similar causes beyond Seller's control.

12. Non-Waiver of Default. Failure of either party at any time to require performance of any provision herein contained shall not affect the right to require full performance thereof at any time thereafter, and the waiver by either party of any such provision or any breach thereof shall not constitute a waiver of any other provision, nor shall such waiver be deemed a waiver of a subsequent breach thereof or nullify the effectiveness of such provision.

13. Indemnity Provision. *By acceptance and use of the extrusions supplied by Seller, Buyer agrees that the extrusions comply with the specifications established by Buyer in its purchase order and Buyer further agrees that the extrusions are adequate and appropriate for Buyer's use, and Buyer in its use of Seller's material will defend, indemnify, protect and save Seller harmless from any and all loss and any and all damage which may occur to Seller through use or misuse by Buyer of such extrusions, either within or outside of the normal scope of Buyer's business.*