



APPLICATION FOR CREDIT

NAME _____ DATE _____

STREET ADDRESS _____ P.O. BOX _____

CITY _____ STATE _____ ZIP _____

PHONE _____ FAX _____

COMPANY STATUS: CORPORATION PARTNERSHIP PROPRIETORSHIP INDIVIDUAL

TYPE OF PURCHASE: TAXABLE? YES NO IF NO RESALE OTHER (PLEASE INCLUDE TAX CERTIFICATE)

STATE OF INCORPORATION _____ DATE OF INCORPORATION _____

LOCATION OF HOME OFFICE _____ EMPLOYER IDENTIFICATION NO. (EIN) _____

NAMES OF OFFICERS, OWNERS OR PARTNERS:

RELATED COMPANIES:

1. _____ SS# _____ 1. _____

2. _____ SS# _____ 2. _____

3. _____ SS# _____ 3. _____

BANK REFERENCES:

Name	Acct. #	Bank Officer	Address	Phone/Fax
1. _____	_____	_____	_____	() _____
2. _____	_____	_____	_____	() _____

TRADE REFERENCES:

Name	Address	Phone/Fax
1. _____	_____	() _____ Fax () _____
2. _____	_____	() _____ Fax () _____
3. _____	_____	() _____ Fax () _____
4. _____	_____	() _____ Fax () _____

PERSON TO CONTACT REGARDING ACCOUNTS PAYABLE _____

ARE PURCHASE ORDERS REQUIRED? YES NO ANTICIPATED MONTHLY VOLUME \$ _____

PLEASE INCLUDE THE FOLLOWING WITH YOUR APPLICATION:

- a) Financial statements (preferably audited) for the latest fiscal year (Minimum-Balance Sheet and Income Statement).
- b) Most recent interim financial statements if those included in (a) above are over six months old.

I (We) hereby authorize the above companies and/or banks to release factual credit information to American Building Components relating to my (our) past and present credit experience for the purpose of determining credit worthiness.

I (We) hereby acknowledge that I (we) have furnished the information above for the purpose of obtaining credit from American Building Components and I (we) have read and understand and consent to the Terms and Conditions of Sale as well as the Personal Guarantee included on the reverse hereof.

FOR OFFICE USE ONLY	
Approved _____	Disapproved _____
Limit \$ _____	
Notes _____	
By _____	Date _____

Buyer hereby agrees that Seller may use a facsimile copy of this or any other document between Buyer and Seller and lieu of any original document.

Signature _____ Title _____

Signature _____ Title _____

PERSONAL GUARANTEE: If the Buyer or credit customer is a corporation, then those signing this application, whether signing as an officer or not, personally guarantee payment for all items purchased on credit by the corporation. For value received in consideration of the credit that Seller may hereafter extend the undersign(s) (hereinafter referred to as "Guarantor(s)") hereby jointly, severally, irrevocably and unconditionally personally guarantee payment when due to Seller, of any and all present or future indebtedness owed to Seller by the Buyer (hereinafter referred to as "Debtor"), and hereby agree to prompt and immediate payment of such indebtedness if default in payment thereof be made by the Debtor, plus all costs and attorney fees if placed for collection. The Guarantor(s) expressly waives notice of acceptance of guarantee in demand, and notice of nonpayment, and consents to any extension of time of payment of any and all indebtedness hereby guaranteed. This guarantee is a continuing guarantee. This guarantee shall continue to apply to all sales made, services rendered and advances made by Seller to the Debtor (also including but not limited to Debtor's subsidiaries and affiliates) and to all such present and future indebtedness however arising. This is intended to be a personal guarantee and not a corporate guarantee, and will personally bind the Guarantor(s) notwithstanding any title or designation made by me. The Guarantor(s) as personal guarantor, recognizing that his or her individual credit history report may be a necessary factor in the evaluation of this personal guarantee, hereby consents to and authorizes the use of a commercial, consumer or any other credit report on the undersigned by Seller from time to time as may be needed in the credit evaluation process.

_____, Individually _____, Individually _____
Signature _____ Signature _____ Date _____

TERMS AND CONDITIONS OF SALE

1. Parties - All references to "ABC" or "Seller" refer to American Building Components, an unincorporated division of NCI Group, Inc. ABC and Buyer may sometimes collectively be referred to herein as the "parties."
2. Binding Effect - The following terms and conditions (the "Terms and Conditions") shall apply to any and all sales between ABC and the Buyer and shall not be waived, modified or amended without the express written consent of the ABC's President or Executive Vice-President. Any and all terms and/or conditions contained within any other purchase order, agreement or other document(s) issued by Buyer, whether conflicting with these Terms and Conditions hereof or not, shall be deemed null, void and of no force, effect or consequence. Any and all sales by ABC of any nature to Buyer shall be made under the provisions of this Agreement. Any document(s) that Buyer may use for its convenience including, but not limited to, purchase orders or sales acknowledgement forms shall be deemed to be for the administrative convenience of Buyer only, and this Agreement as well as the terms and conditions as stated in ABC's invoices and bills of lading shall supersede and take precedence over any of Buyer's terms and conditions which may be contained on any such forms. Further, should ABC act upon this Agreement without first obtaining Buyer's signature on a Purchase Order, Buyer hereby irrevocably agrees to be bound by this Agreement to the exclusion of any contrary terms and conditions proposed by Buyer. All orders are subject to final approval and written acceptance by ABC.
3. Payments - Payments due ABC under the terms of this sale and any other money due ABC by Buyer shall be paid to ABC at its Houston, Harris County, Texas office. Unless otherwise agreed in advance and in writing by ABC's Credit Department, payment for the materials and/or services under this Agreement shall be C.O.D. Any and all different credit terms must be pre-approved in writing by ABC's Credit Department. If ABC grants Buyer credit terms, invoices paid ABC by Buyer within ten (10) days of date of invoice may, in ABC's sole discretion and judgment, be allowed ½% discount, net due thirty (30) days from date of invoice. C.O.D. shipments paid at the time of shipment are not allowed any discount. In the event ABC grants Buyer credit terms, said credit terms are subject to change at any time, for any reason, at the sole discretion of ABC without prior written notice to Buyer. Unless specifically enumerated herein, the price does not include any taxes (including excise, privilege, occupation, use, sales, etc.; Federal, State or local) or costs of shipment. All materials sold hereunder are sold F.O.B. ABC's plants. ABC reserves the right to approve or disapprove the carrier on any and all C.O.D. shipments.
4. Lien/Release - Buyer agrees that all payments with lien release language on the back of any check or other legal tender shall be sent only to ABC at its Houston, Harris County, Texas office. Buyer agrees that any payment(s) accepted through ABC's lock box with lien release language on the check does not bind ABC to the attempted release. ABC's agent(s) at the lock box who endorses and/or accepts checks for ABC is authorized only to accept unconditional payments, and no action by such agent(s) shall ever give rise to a claim of any alleged authority, apparent or otherwise, beyond that described in this paragraph. Acceptance of any conditional check, including any lien release language or otherwise at the lock box shall only be a partial release for those funds received, and never otherwise. This paragraph cannot be waived or modified except in writing in advance by the President of ABC.
5. Interest/Costs of Collection - Any and all payment(s) deferred after the due date as specified shall bear interest at the greater of the rate of ten percent (10%) per annum or a rate equal to the maximum non-usurious rate under applicable law. If an invoice becomes past due, is placed in the hands of an attorney for collection, if collected by any legal proceeding(s), or if this Agreement is relevant to any other dispute(s) between the parties, in addition to any other amount(s) and damage(s) recovered by ABC, Buyer agrees to pay ABC any and all attorneys' fees and costs incurred in any such dispute(s) and/or proceeding(s), together with interest, expenses, costs and any other charges, which attorneys' fees shall not be less than thirty percent (30%) of the total amount payable. "Costs incurred in the collection of sums" as used herein is not to be limited to costs incurred in litigation, but includes, without limitation, copying and mailing expenses, lien fees, lost management time, inspection expenses and expert witnesses expenses in addition to taxable costs incurred in litigation.
6. Security Interest - Buyer has and does by these presents grant to ABC and ABC has and does hereby retain a security interest in all materials, parts and accessories (as well as all finished goods and/or the proceeds from the sale thereof) described in and being purchased by Buyer pursuant to this Agreement. In addition, Buyer has and does by these presents grant to ABC and ABC has and does hereby retain a security interest in all existing or subsequently arising accounts, accounts receivable and supporting obligations which may from time to time hereafter come into existence during the term of this security interest as a result of Buyer's sale of any of the said materials, parts, accessories or finished goods thereof to any third party. The security interest herein granted by Buyer and retained by ABC is to secure payment of the full purchase price and all other charges due and owing ABC by Buyer under the terms of this sale. This Agreement is governed by Section 2.101, et. seq. of the Texas Business & Commerce Code, and the security interest hereunder constitutes a "purchase money security interest" pursuant to the Uniform Commercial Code. This instrument is a contract, security agreement and financing statement between the parties hereto.
7. Authorization for Credit History - The Buyer or undersigned individual, who is either the credit applicant or a principal/agent of the Buyer, recognizes that a credit history report may be a factor in the evaluation of the credit history of the Buyer. Buyer, therefore, irrevocably consents to and authorizes the use of a commercial, consumer or any other credit report on or pertaining to the Buyer or undersigned individual(s) by ABC or its agents from time to time as may be needed in the credit evaluation process.
8. Setoff/Recoupment - In addition to any right of setoff or recoupment permitted by law, ABC shall have the right at any time to setoff or recoup any amount due and owing from Buyer to ABC or any of ABC's subsidiaries, divisions, or affiliates against any amount due and owing from ABC or any of its affiliates, divisions, or subsidiaries to Buyer.
9. Buyer Responsible for Accuracy of Order/Delivery - Buyer hereby assumes sole and complete responsibility for the accuracy of any and all verbal orders unless written confirmation is received prior to fabrication. Confirming orders should be marked "Confirming Order-Do Not Duplicate." Buyer may arrange for pickup of order(s) at ABC's plant or shipment will be made by common carrier - "Freight Collect" - unless other arrangements are previously made and agreed to by the parties in writing.
10. Cancellation - In the event of cancellation, Buyer agrees to pay ABC for any and all fees, expenses, costs and damages occasioned by the cancellation hereof.
11. Manufacturer's Warranties/Disclaimers - Upon receipt of payment in full, ABC warrants its workmanship only against failure due to defective material or workmanship for a period of one (1) year from date of manufacture. In any event, however, Buyer's sole and exclusive remedy shall be limited to, in ABC's sole discretion and judgment, the replacement of defective part(s), F.O.B. ABC's plant or repair of defective part(s). Transportation, redesign, dismantling, disposal of material and installation are not included and shall be borne and paid for by Buyer. Any such replacement or repair shall not include any materials not sold by ABC hereunder, and specifically excludes any obligation by ABC related to other property of the Buyer or any property of third parties. UNDER NO CIRCUMSTANCES SHALL ABC BE RESPONSIBLE FOR OR LIABLE TO BUYER, OWNER(S) OR ANY OTHER THIRD PARTY, IN ANY RESPECT FOR, AND ABC HEREBY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OR REPRESENTATIONS PERTAINING TO, PRESENT OR FUTURE WATER LEAKS OR MOISTURE INTRUSION(S), DAMAGE(S) TO THE BUILDING(S), OR ANY COMPONENTS OR CONTENTS THEREOF, OR ANY INTERIOR SPACE(S) OR PROPERTY THEREIN, INCLUDING CLAIMS PERTAINING TO MOLD, MILDEW OR FUNGI, OR INTERRUPTION IN THE USE OF THE BUILDING(S) OR PERSONAL INJURY OR PROPERTY DAMAGE CLAIMS RESULTING FROM THE ALLEGED EXISTENCE OR GROWTH OF MOLD, MILDEW AND/OR FUNGI. As a condition precedent to the effectiveness of any warranty coverage provided herein, all amounts due and owing to ABC under this or any other agreement with ABC or ABC's affiliates, whether disputed or not by Buyer, must be fully paid. ABC'S SOLE LIABILITY, IF ANY, TO BUYER SHALL BE STRICTLY LIMITED TO THE WRITTEN EXPRESS WARRANTIES SPECIFIED HEREIN, AND BUYER AGREES AND STIPULATES THAT ABC SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, LIQUIDATED, EXEMPLARY OR PUNITIVE DAMAGES, WHICH BUYER MAY ALLEGEDLY SUFFER FOR ANY REASON, INCLUDING REASONS ATTRIBUTABLE TO ABC. ABC DOES NOT WARRANT ANY PRODUCTS OR MATERIALS THAT ARE NOT MANUFACTURED BY ABC EXCEPT TO THE EXTENT OF A WARRANTY THAT ABC MAY ACTUALLY PASS THROUGH OR ASSIGN FROM A MANUFACTURER. EXCEPT AS STATED ABOVE, ABC HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND THE PARTIES HERETO HEREBY STIPULATE THAT ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED. Buyer agrees and stipulates that in any action or claim brought by Buyer or any third party or in any action or claim brought against Buyer involving the provisions of this section, Buyer hereby waives any claim or defense that the above covenants are unenforceable, void or voidable, for any reason, including, but not limited to, fraud, misrepresentation, illegality, unenforceable restraint of trade, failure of consideration, illusory contract, mistake, or any other substantive legal defense. Buyer acknowledges, agrees and stipulates that oceaning of materials shall not be a cause of rejection of materials. Claims for shortages or defective materials must be made to ABC in writing within five (5) days after delivery of shipment (which the Parties agree and stipulate is a reasonable time), or any and all such claim(s) shall be conclusively waived and released by Buyer. Notwithstanding the foregoing, installation of materials shall unequivocally constitute irrevocable acceptance of said materials. FOR COMPLETE PERFORMANCE SPECIFICATIONS, PRODUCT LIMITATIONS AND DISCLAIMERS, PLEASE CONSULT ABC'S PAINT AND GALVALUME PLUS WARRANTIES. UPON RECEIPT OF PAYMENT IN FULL, THESE WARRANTIES ARE AVAILABLE UPON REQUEST FOR ALL PAINTED OR GALVALUME PLUS, PRIME PRODUCTS. Sample copies can be found at www.abcmetalroofing.com or contact your local ABC Sales Representative.
12. No Incidental, Special or Consequential Damages - Notwithstanding any other agreement to the contrary, Buyer hereby agrees and stipulates that ABC shall not be liable for any incidental, special, compensatory, expectation, exemplary, punitive or consequential damages, which Buyer may suffer for any reason, including reasons attributable to ABC.
13. Acceptance of Change Orders - Buyer may submit a written request for change orders to ABC adding, deleting or altering the quantity, description or specifications of material ordered. ABC, upon receipt of a written request for change order, shall price the requested change(s) and send to Buyer a price quotation thereof. ABC shall be under no obligation to accept or perform a request for change order unless Buyer unconditionally accepts in writing, without alteration or adjustment, the change order at the prices and terms quoted by ABC.
14. Effect of Sale/Buyer's Delays - All products and materials sold hereunder to Buyer are final and cannot be returned to ABC for credit unless Buyer obtains prior written approval from ABC's authorized representative. If, at Buyer's request, the delivery of materials is delayed, then ABC shall invoice Buyer for the price of materials, which invoice shall be due in accordance with the terms of payment provided herein. Buyer shall reimburse ABC for the cost of storing materials if shipment is delayed by Buyer, and will assume sole and complete responsibility for any and all damages to the materials while in storage, including but not limited to damages caused by deterioration. A 25% restocking fee shall be charged on all returned materials if approved by ABC.
15. Force Majeure - ABC shall not be liable to Buyer for liquidated damages, back charges or loss of use to Buyer arising out of any delay or any other reason in carrying out this Agreement. Under no circumstances shall ABC be liable in any way to Buyer, building owner or any other party for water intrusion or the existence of moisture occurring prior to delivery of ABC's material or existing thereafter or any possible effects resulting therefrom (including fungi, mold or mildew), delays, failure in performance, or loss or damage due to force majeure conditions including, without limitation: fire, flood, epidemics, quarantine, lightning, strike, embargo, explosion, power surge or failure; acts of God; war; labor or employment disputes; civil disturbances; acts of civil or military authority; inability to secure materials, fuel, products or transportation facilities; acts or omissions of suppliers; or any other causes beyond ABC's control, whether or not similar or relating to the foregoing. FURTHER, BUYER HEREBY AGREES AND STIPULATES THAT, IN THE EVENT ABC RECEIVES NOTIFICATION OF A PRICE INCREASE(S) FROM ANY OF ITS SUPPLIERS BETWEEN THE DATE OF THIS AGREEMENT AND THE DATE SCHEDULED FOR DELIVERY OF THE MATERIALS COVERED HEREBY, ABC RESERVES THE RIGHT, IN ITS SOLE DISCRETION AND JUDGMENT, TO INCREASE THE PURCHASE PRICE STATED HEREIN IN AN AMOUNT CORRESPONDING TO SAID PRICE INCREASE(S). Buyer agrees these limitations of ABC's liability are reasonable. Buyer further agrees that these limitations of ABC's liability are material parts of the consideration for this Agreement and is reflected in the amounts charged by ABC hereunder. Buyer intends that these limitations on ABC's liability are to be liberally construed in favor of ABC to eliminate any other liability of ABC other than repair or replacement of defective parts or products.
16. Jurisdiction/Venue/Waiver of Trial by Jury - Buyer hereby acknowledges, stipulates and agrees that (i) any and all claims, actions, proceedings or causes of action relating to the validity, performance, interpretation, and/or enforcement hereof shall be submitted exclusively to a court of competent jurisdiction in Houston, Harris County, Texas, (ii) to the maximum extent practicable, this Agreement will be deemed to call for performance in Houston, Harris County, Texas, (iii) Buyer irrevocably submits itself to the exclusive jurisdiction of the State and Federal courts in Houston, Harris County, Texas, (iv) service of process may be made upon it in any legal proceeding in connection with this Agreement or any other agreement as provided by Texas law, (v) Buyer irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of exclusive venue of any litigation arising out of or in connection with this Agreement or any other agreement or transaction brought in any such court, (vi) Buyer irrevocably waives any claims that litigation brought in any such court has been brought in an inconvenient forum, and (vii) it irrevocably consents to the service of process out of any of the aforementioned courts by the mailing of copies thereof by Certified Mail, Return Receipt Requested, postage prepaid, at its address set forth herein. The scope of each of the foregoing waivers is intended to be all encompassing. Buyer acknowledges that the foregoing waivers are material inducements to the agreement of ABC to enter into a business relationship with Buyer, and that ABC has already relied on these waivers in entering into this Agreement. EACH PARTY HEREBY AGREES NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND FULLY WAIVES ANY RIGHT TO TRIAL BY JURY TO THE EXTENT THAT ANY SUCH RIGHT NOW OR HEREAFTER EXISTS WITH RESPECT TO THIS AGREEMENT AND/OR THE AGREEMENTS, INSTRUMENTS AND DOCUMENTS CONTEMPLATED HEREBY OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION HERewith. EACH PARTY ACKNOWLEDGES AND AGREES THAT THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY SUCH PARTY AND IS INTENDED TO ENCOMPASS EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO TRIAL BY JURY WOULD OTHERWISE ACCRUE. EITHER PARTY IS HEREBY AUTHORIZED TO FILE A COPY OF THIS SECTION IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS IRREVOCABLE WAIVER.
17. Indemnification - BUYER ASSUMES ENTIRE RESPONSIBILITY AND LIABILITY FOR ANY AND ALL CLAIMS OR ACTIONS BASED ON OR ARISING OUT OF INJURIES, INCLUDING DEATH, TO PERSONS OR DAMAGE TO OR DESTRUCTION OF PROPERTY (WHETHER BELONGING TO BUYER, BUILDING OWNER AND/OR ANY THIRD PARTY), SUSTAINED OR ALLEGED TO HAVE BEEN SUSTAINED IN CONNECTION WITH OR TO HAVE ARISEN OUT OF OR INCIDENTAL TO THE PERFORMANCE OF THIS CONTRACT BY BUYER, ITS AGENTS AND EMPLOYEES, AND ITS SUBCONTRACTORS, THEIR AGENTS AND EMPLOYEES, INCLUDING CLAIMS OR ACTIONS FOUNDED IN WHOLE OR IN PART UPON THE ALLEGED ACTS, OMISSIONS, NEGLIGENCE OR FAULT OF ABC, ABC'S REPRESENTATIVES, OR THE EMPLOYEES, AGENTS, INVITEES, OR LICENSEES THEREOF. BUYER FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS ABC AND ITS REPRESENTATIVES, AND THE EMPLOYEES, AGENTS, INVITEES AND LICENSEES THEREOF IN RESPECT OF ANY SUCH MATTERS AND AGREES TO DEFEND ANY CLAIM OR SUIT OR ACTION BROUGHT AGAINST ABC, ABC'S REPRESENTATIVE, AND THE EMPLOYEES, AGENTS, INVITEES AND LICENSEES THEREOF. THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS UNDER THE DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, SECTIONS 17.41 THROUGH 17.63 INCLUSIVE, OF THE TEXAS BUSINESS AND COMMERCE CODE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. AFTER CONSULTATION WITH LEGAL COUNSEL, EACH VOLUNTARILY CONSENTS TO THIS WAIVER.
18. Severability - Each of the provisions of this Agreement is a separate and distinct agreement and independent of the others. If any provision of this Agreement is found to be invalid or unenforceable in any jurisdiction, such provision shall be fully severable in such jurisdiction, and this Agreement shall be construed and enforced as if in such jurisdiction such provision had never comprised a part hereof. In such event, the remaining provisions of this Agreement shall remain in full force and effect. The terms of this Agreement are intended by the parties as a final expression of their agreement containing all oral and written understandings, past and present, between the parties relative to the materials generally described in this Agreement.
19. Acceptance/Entire Agreement - As a condition precedent to the effectiveness of an order, all orders are subject to approval and acceptance by ABC. This Agreement, along with any attached exhibits, constitutes the entire agreement of the parties herein.