

## COMPANY INFORMATION

Complete Legal Company Name		DBA Name	
Street Address (Physical Address must be entered)			P.O. Box (If applicable)
City		State/Province	Zip/Postal Code
County		Business Phone #	Business Fax #
Accounts Payable Contact	Accounts Payable Phone #	Accounts Payable Email Address	

## GENERAL BUSINESS INFORMATION

Email Address		Website Address	
Nature of Business	Type of Business (Please Circle) Sole Proprietor Partnership L.L.C Corporation Other Please List:		
Dunn & Bradstreet #	Tax Exempt # (Michigan Only)		Circle One: Taxable Non-Taxable
			SIC Code:
Federal ID #	Year Incorporated/Organized	State of Incorp/Organization	Years Under Current Ownership

## OFFICERS/OWNERS/PARTNERS INFORMATION

1) Full Name		2) Full Name		3) Full Name	
Title	Percent Owned %	Title	Percent Owned %	Title	Percent Owned %
Social Security #		Social Security #		Social Security #	
Home Phone/Cell Phone		Home Phone/Cell Phone		Home Phone/Cell Phone	
Street Address		Street Address		Street Address	
City	State/Prov	Zip/Postal	City	State/Prov	Zip/Postal

## BUSINESS CHECKING ACCOUNT REFERENCES

Bank Name	Account Number	Contact Person	Bank Phone Number
-----------	----------------	----------------	-------------------

## BUSINESS TRADE ACCOUNT REFERENCES

1) Company Name	Account Number	Contact Person	Phone Number
2) Company Name	Account Number	Contact Person	Phone Number
3) Company Name	Account Number	Contact Person	Phone Number

## TERMS AND CONDITIONS

Unless otherwise agreed to in writing by the execution of a terms and conditions waiver agreement, terms of sale are Net 30 days. A service charge of 1.5% per month (18% per annum) will be charged for all past due invoices. Open credit privileges may be suspended if service charges are not paid.

In making this application for credit from Ameriform Products, KL Industries or Extrusion Technologies, the undersigned agrees that the terms of the parties' relationship shall be governed by and interpreted in accordance with the laws of the State of Michigan without giving effect to conflict of laws principles; and the undersigned irrevocably agrees and consents that any action against the undersigned for collection of any indebtedness owed by the undersigned to Ameriform Products, KL Industries or Extrusion Technologies may be brought in any state or federal court that is located in, or whose district includes Muskegon County, Michigan, or other court Ameriform Products, KL Industries or Extrusion Technologies may choose at its sole discretion, and any such court shall have personal jurisdiction over the undersigned for the purposes of that action.

The undersigned agrees to pay all expenses, including reasonable attorney fees paid for or incurred by Ameriform Products, KL Industries or Extrusion Technologies to collect any such indebtedness.

This application is for the benefit of Ameriform Products, KL Industries, and Extrusion Technologies or any of its affiliates or subsidiaries; such parties are authorized to contact the above named bank(s) and trade references for the purpose of opening, monitoring, renewal and extension of credit and obtaining information concerning the applicant and its financial affairs and disclosure is hereby authorized. All sales are final, and any returns must be authorized writing. Any exceptions to quantity, quality or cost must be reported within 5 business days of receipt. Ameriform Products, KL Industries and Extrusion Technologies is permitted at its sole discretion to terminate any open line of credit without prior notice. Ameriform Products, KL Industries and Extrusion Technologies will not be held responsible for late shipment fees including but not limited to shipping outside of ship window dates as a result of the applicant's account being placed on credit hold. Undersigned understands that if their account is placed on credit hold that the account must be brought current to ship new and existing orders. The term "Credit Hold" refers to all existing orders and new orders placed prior to or after the account being placed on credit hold.

Ameriform Products, KL Industries and Extrusion Technologies does not accept fees related to damage of product or packaging, of any 3rd Party or Freight Collect shipments.

Undersigned has received, read, and understands the Terms and Conditions Policy statement and by exercising its credit privileges consents to all provisions contained herein.

Must be signed by Proprietor, Partner, Corporate Officer, or LLC Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title-

# **TERMS AND CONDITIONS**

The fulfillment of all orders is expressly made conditional upon the Buyer's assent to the terms and conditions stated below, and Ameriform Group, which is comprised of the entities Ameriform Products, Inc., KL Industries, Inc., Five Peaks Technology LLC, and Extrusion Technology ("AG"), agrees to furnish parts and equipment covered by an order only upon those terms and conditions. Buyer's assent is assumed unless AG receives information in writing to the contrary within five (5) business days from the earliest date indicated on the order acknowledgement or other correspondence provided to Buyer relating to the sale of products or services. In addition, Buyer's use of its credit account with AG shall constitute Buyer's assent to all of the terms and conditions contained herein.

## **DELIVERY**

Unless otherwise agreed to in writing, the parts and equipment covered by all orders shall be considered delivered when loaded on a common carrier at point of AG or manufacturer, as the case may be, evidenced by bills of lading or other transportation receipts or when the equipment or any part thereof is placed in storage. Shipment shall be made at the sole risk of the Buyer.

AG shall not be liable for delivery on any specific date or dates or within any specified period of time in event of delay due to causes beyond its control, including but not restricted to, expedited delivery dates by customer, Acts of God or public enemy, government orders, restrictions or priorities, fires, floods, strikes, or other work stoppages, accidents, catastrophes, war conditions, riot or civil commotion, labor material and/or transportation shortages, legal interferences or prohibitions, embargoes, defaults and delays of subcontractors and suppliers for like or different causes which render performance or timely delivery difficult or impossible.

In the event AG shall be unable to purchase and deliver items not manufactured by AG, Buyer will accept billing for whatever AG manufactured equipment is ready for shipment, except for any such purchased equipment, and remit therefore even though the order may not be complete as to such items.

The estimated delivery date is AG's best estimate based on present scheduling requirements and may be deviated from by a reasonably longer period at AG's discretion without liability.

## **PAYMENT TERMS**

Unless otherwise agreed to in writing, net payment in full on all invoices is due and payable thirty (30) days after shipment from AG. Service charges at the rate of one and one-half percent (1.5%) per month (eighteen percent per annum) or the lesser maximum amount allowed by law will be charged on all accounts owed on all unpaid invoices from and after their due date.

If during the performance hereof, the financial responsibility of Buyer is determined in the sole discretion of AG's Credit Department to be unacceptable or Buyer fails to make any payments in accordance with terms hereof, then in any such event, AG may defer or decline to make any shipments hereunder except upon receipt of satisfactory security or cash payments in advance or AG may terminate an order without further obligation to Buyer whatsoever.

Buyer may use American Express, Discover, VISA, or MasterCard to pay for purchases at the time of order placement up to a total per order of \$1,000 USD. Amounts in excess of that amount or any payments on account are subject to a service fee of 3% which will be added to the credit card charge.

## **PRICES AND TAXES**

The Buyer, in addition to each orders price, shall assume and pay any and all sales, use, excise, license, property and/or other taxes and fees together with any interest and penalties thereon and expense in connection therewith growing out of, relating to, affecting, or pertaining to the sale of the property, services or other subject matter of an order and Buyer shall indemnify AG and save and hold it harmless from and against any claim, demand, or liability for any such tax or taxes and any interests or penalties thereon and any expense in connection therewith. Absent any other specific written agreement, AG reserves the right to adjust prices for any increase or decrease in cost arising from changes in prices or materials and/or changes in labor rates which become effective between the date of this acknowledgment and the date of shipment.

Intitals \_\_\_\_\_

## **SHIPMENT**

Unless otherwise agreed to in writing, all shipments are made F.O.B. AG. If Buyer cannot accept shipment when the material is ready for shipment, the material shall be invoiced to Buyer at the time the material is ready for shipment and payment shall be then due in accordance with the terms of the order. If at any time shipment is deferred or delayed at Buyer's request, payment for the goods shall be due to AG when the same is ready for shipment and Buyer shall store the same at Buyer's risk and expense and if Buyer fails or refused to promptly store the same, AG shall have the right to do so at Buyer's risk and expense. AG is not responsible for any additional shipping, penalties or demurrage charges as a result of late delivery caused outside AG's control.

## **LIMITED WARRANTY**

The parts and equipment covered by all orders and manufactured by AG are warranted to be free from defects in material and workmanship as specified in the product-specific limited warranty literature. Any product found to the satisfaction of AG to be defective, upon examination by its properly authorized representative, will be repaired or replaced, at AG's sole option, F.O.B. AG's plant. In no event shall AG be liable for any special, incidental, or consequential damages whatsoever.

All items purchased by AG are warranted only insofar and to the extent that the manufacturer of these items warranties them to AG.

This WARRANTY IS to the extent allowed by law, EXPRESSLY IN LIEU OF ANY other express or implied Warranty, condition or guarantee, agreement or representation made by any person with respect to the parts and equipment covered by an order acknowledgement, including any IMPLIED WARRANTY OF MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE, and the repair or replacement of parts provided for in this Warranty constitutes the Buyer's exclusive remedy.

It is expressly agreed that any action for breach of Warranty or other action against AG under an order must be commenced within one year and a day after such cause of action has accrued, or such claim shall be void.

## **INDEMNIFICATION**

Buyer shall use all safety devices, guards and proper safe operating procedures which may be necessary for safe operation or may be required by any government law, or regulation, and shall comply with all safety recommendations as set forth in manual and instruction sheets furnished by AG. Buyer shall not remove or modify any such device or guard or warning sign. If Buyer fails to strictly observe each and every one of the obligations set forth in this paragraph with regard to any of AG's products, Buyer agrees to indemnify and save AG harmless from any liability or obligation incurred by AG to persons injured directly or indirectly in connection with the operation of such products.

Buyer shall notify AG promptly and, in any event, within thirty (30) days of any accident or malfunction involving AG's products which results in personal injury or damage to property and shall cooperate fully with AG in investigating and determining the cause of such accident or malfunction. In the event that Buyer fails to give such notice to AG and so cooperate, Buyer agrees to indemnify and save AG harmless from any claims arising from such accident or malfunction. AG makes no representations or warranty as to the product's design or fitness for purpose.

## **INSTALLATION**

The prices stated on all orders do not include installation or service by AG. If such services are required, Buyer agrees to pay AG's current prevailing rate per hour per man including travel time, plus applicable transportation, costs and living expenses.

## **REPLACEMENT PARTS**

Replacement parts are furnished to Buyer, built to AG's engineering records unless otherwise specified by Buyer. AG reserves the right, and option to require the return of defective products before shipment of replacement parts.

Initials \_\_\_\_\_

**Ameriform Group**  
1790 Sun Dolphin Dr  
Muskegon, MI 49444

**Toll Free: 800-984-3766**  
**Telephone: 231-332-1731**  
**Fax: 231-739-4502**

**E-mail: [diana@ameriform.us](mailto:diana@ameriform.us)**  
**Website: [www.ameriform.us](http://www.ameriform.us)**

**PROPRIETARY DATA**

All drawings, specification and technical material submitted by AG and all inventions and discoveries made in carrying out any transaction based thereon are the property of the AG and are confidential and shall not be disclosed to, or discussed with others. All such drawings, specifications and technical material and all models or samples submitted with this material and all models or samples submitted with an order or in caring out any transaction based thereon shall be returned to AG within 10 days of the completion of any project or task for which the information was to be used. Drawings and other descriptive matter furnished with an order are not binding as to detail unless certified correct by AG in acknowledging an order relating thereto.

**AGREEMENT MODIFICATIONS**

Unless otherwise agreed to in writing and evidenced by signature of an authorized member of AG upper management, the terms and conditions herein contained and any other terms and conditions stated in AG’s proposal or specifications attached hereto, if any, shall constitute the complete agreement between AG and the buyer and shall supersede all prior oral or written statements or understandings of any kind whatsoever made by the parties’, or their representative. No statement subsequent to the acceptance of an order purporting to modify the said terms and conditions shall be binding unless consented to in writing by duly authorized agents of AG and Buyer.

**CANCELLATION**

An order may not be countermanded, cancelled, or altered by the buyer, nor shall the Buyer otherwise cause the work or shipment to be delayed, except with the written consent and upon the terms and conditions approved by AG in writing. For products manufactured to Buyer’s specifications, orders cancelled by such consent are subject to compensation for labor, materials and overhead, plus thirty percent (30%).

**PLACE OF CONTRACT**

All orders are subject to final acceptance by AG at its designated office or manufacturing facility.

The conditions hereof shall apply to and govern all orders, and in case of any inconsistency between said conditions and the provisions of Buyer’s purchase order, the conditions hereof shall prevail. Any contract arising out of the placing of any such order and the acceptance thereof as herein provided shall be construed in accordance with the laws of the State of Michigan, without giving effect to conflict of laws principals, and the Buyer irrevocably agrees and consents that any action against Buyer for collection of any indebtedness owed by the Buyer to AG may be brought in any State or Federal Court that is licensed in, or whose district includes, Muskegon County, Michigan, or other court AG may choose in its sole discretion, and any such court shall have personal jurisdiction over Buyer for the purposes of that action. Buyer agrees to pay all expenses, including reasonable attorney fees paid or incurred by AG to collect any such indebtedness.

Undersigned has received, read and understands the Terms and Conditions Policy and by exercising its credit privileges consents to all provisions contained herein.

Customer Name\_\_\_\_\_

Address\_\_\_\_\_

City\_\_\_\_\_ State\_\_\_\_\_

Zip/Postal Code\_\_\_\_\_

Signature\_\_\_\_\_ Print Name\_\_\_\_\_

Date\_\_\_\_\_