



TO: _____

COMPLETED BY: _____

COMPANY: _____

DATE: _____

Please complete the credit application to follow, then sign and return it along with this cover page to Aaron Purcell at apurcell@amicoglobal.com.

In an attempt to simplify transaction processing for all parties, we would like you to choose your preference for receiving our invoices.

Primary Accounts Payable Contact: _____

Invoicing Preference:

FAX Fax Number _____

EMAIL Email Address _____

APPLICATION FOR CREDIT



1080 Corporate Drive
Burlington, Ontario | L7L 5R6
Phone 905.335.4994 | Fax 905.335.9448
www.amicoglobal.com/architectural

IDENTIFICATION

Date _____

Business Trade Name	Legal Name	
Mailing Address	City	Postal or ZIP Code
Telephone Number	Province / State	
Shipping Address	City	Postal or ZIP Code
Type of Business	Date Established	
Names of Owners, Partners or Officers		
Accounts Payable Contact	AP Email Address	
Sales Contact	BC PST (tax number must be completed or tax will be charged)	
D&B Number		
Federal ID Number		

CREDIT INFORMATION

Estimated annual purchases from AMICO: \$ _____

Bank Name	Transit/Account	Credit Requested
Bank Mailing Address	City	Postal or ZIP Code
Bank Contact Name	Province / State	
Telephone Number	Fax Number	

TRADE REFERENCES

Please provide three trade references with whom you have done a major portion of your business within the past 12 months.

1 Name / Address / Postal or ZIP Code	
Telephone Number	Email Address
2 Name / Address / Postal or ZIP Code	
Telephone Number	Email Address
3 Name / Address / Postal or ZIP Code	
Telephone Number	Email Address

TERMS AND CONDITIONS OF ALL SALES

I, the authorized representative of the Buyer, understand and agree that any contract that is formed between Buyer and AMICO, including without limitation all of its divisions, subsidiaries, predecessors, and successors (hereinafter "AMICO") is expressly conditioned on the following terms and conditions which shall apply to all invoices submitted by AMICO to Buyer.

I also understand and agree that it is a condition of any contract formed between Buyer and AMICO that any terms or conditions that are contained in any acknowledgment hereof, including without limitation any purchase order issued by Buyer to AMICO, which contains any terms or conditions that are inconsistent with or in addition to the terms and conditions stated herein, shall have no force and effect, and that AMICO expressly rejects such inconsistent and/or additional terms or conditions.

I also understand and agree that the following terms and conditions shall automatically become a part of all invoice contracts unless AMICO and Buyer expressly agree otherwise in writing. This contract contains the entire agreement between the parties, and the failure of either party to enforce any of its rights herein shall not constitute a waiver of any other rights herein.

1. CREDIT INFORMATION. The Buyer represents and warrants that the information provided in this application for open account and acceptance form for terms and conditions of all sales is for the purpose of obtaining credit and is warranted to be true and accurate.

2. INVESTIGATIVE AUTHORITY. The Buyer specifically agrees that a representative of AMICO is authorized to investigate the references listed above as they pertain to the Buyer's credit and financial responsibility.

3. QUOTATIONS. All quotations made by AMICO are subject to change without notice, subject to prior sale, and unless otherwise noted, are for immediate acceptance. We reserve the right to cancel contracts upon which full specifications are not given to us within the time allowed. Special material is not subject to cancellation without our written consent.

4. WARRANTY AND LIABILITY. The following warranties are made in lieu of warranties of merchantability or fitness for any particular purpose, and in lieu of any other warranties express or implied (including warranties that the whole of the order shall conform to any sample or model) and no other warranty is made or authorized to be made by seller or any agent of seller or by any dealer or distributor of seller's goods:

a) Seller warrants the goods sold herein, so far as the same is of its own manufacture, against defects in material and workmanship under normal use and service for a period of one year after date of shipment. Seller's sole obligation and buyer's exclusive remedy under the aforesaid warranty or under any other warranty implied by law as to merchantability of fitness for use is limited to (1) repair of the goods, f.o.b. the factory or (2) replacement of any part of parts proved defective material or workmanship, or (3) refund of the purchase price. The choice of said remedies shall be determined by seller in its sole discretion. The buyer shall permit seller to inspect the goods so that it may determine its obligation, if any, herein. Upon settlement of its obligations, if any, under this warranty, seller at its option, shall be entitled to the return of the defective goods or part(s) (transportation to be prepaid by seller). Seller is not responsible for any other damages, whatsoever, in connection with the replacement, repair or refund as set forth above, and obligations and remedies to be the sole warranty given herein.

b) No warranty shall apply to any goods which are modified, changed in design or function, improperly installed, altered or repaired, or misused or operated beyond their design capabilities.

5. DELAYS. AMICO shall not be liable by reason of any delay in performance of shipment arising from casualty, riots, acts of God, governmental regulation, material, supply or transportation availability, labor difficulties, embargoes or any other cause beyond its control, and if such delay shall extend beyond 30 days, AMICO may invoice Buyer for goods delivered. Receipt of goods by Buyer shall constitute acceptance of delivery and WAIVER OF ALL CLAIMS FOR LOSS OR DAMAGE DUE TO DELAY.

6. TERMS OF PAYMENT. The terms of sale are:

- 25% Deposit (of total order value) to reserve raw materials and to start shop drawings (non-refundable)
- 10% Payment (of total order value) required on receipt of shop drawings (non-refundable)
- 35% Payment (of total order value) required prior to shipping materials
- Balance Net-30 Days from shipment date (on approved credit)

7. CREDIT. AMICO reserves the right at any time to suspend or change credit terms provided herein or to require full or partial payment in advance if, in AMICO's sole opinion, the financial condition of Buyer so warrants.

8. EXPENSES AND ATTORNEYS' FEES. Buyer agrees to pay AMICO's reasonable costs, expenses and attorneys' fees incurred by AMICO in enforcing Buyer's obligations or AMICO's rights herein, in collecting any money due from Buyer or in successfully defending against any claim made by Buyer.

9. GOVERNING LAW. Buyer agrees that this Agreement shall be construed in accordance with and governed by the laws of the state of Alabama. Buyer further agrees and consents to the jurisdiction of any court located in Jefferson County, Alabama. Venue for all actions involving AMICO and Buyer shall be in Jefferson County, Alabama.

10. SEVERABILITY. If any provision hereof is determined to be invalid by a court of competent jurisdiction, the remaining terms and conditions hereof shall remain in full force and effect.

I, the authorized representative of the Buyer, have read the above terms and conditions and I understand them. I hereby agree to and accept the above terms and conditions for all sales between AMICO and Buyer. By signing this contract, I agree that AMICO's terms and conditions for all sales will govern this and any future contract between Buyer and AMICO. No other terms and conditions will apply. In the event that Buyer's purchase orders set forth terms and conditions that are contrary to, or in addition to, AMICO's terms and conditions for all sales, then the above terms and conditions shall exclusively govern any relationship and contract between Buyer and AMICO.

Signature* Manisha Phanasgaonkar Printed Name _____ Title _____

*NOTE: A signature is mandatory prior to receiving credit terms. If applicant is a Corporation, the signature must be that of an officer or authorized agent, stating title.