

# BUILTWARE

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EST. 2005

## FABRICATION, INC.

### CREDIT APPLICATION FOR A BUSINESS ACCOUNT

#### BUSINESS CONTACT INFORMATION

Title		Date business commenced	
Company name		<input type="checkbox"/> Sole proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Other	
Phone   Fax			
E-mail			
Registered company address City, State ZIP Code			

#### BUSINESS AND CREDIT INFORMATION

City, State ZIP Code		Bank name:	
How long at current address?		Primary business address City, State ZIP Code	
Phone		Phone	
Fax		Account number	
E-mail		Type of account	<input type="checkbox"/> Savings <input type="checkbox"/> Checking <input type="checkbox"/> Other

#### BUSINESS/TRADE REFERENCES

Company name		Phone	
Address		Fax	
City, State ZIP Code		E-mail	
Type of account		Other	
Company name		Phone	
Address		Fax	
City, State ZIP Code		E-mail	
Type of account		Other	
Company name		Phone	
Address		Fax	
City, State ZIP Code		E-mail	
Type of account	<input type="checkbox"/> Savings <input type="checkbox"/> Checking <input type="checkbox"/> Other	Other	

#### AGREEMENT

1. All invoices are to be paid 30 days from the date of the invoice.
2. Claims arising from invoices must be made within seven working days.
3. By submitting this application, you authorize Builtware Fabrication, Inc. to make inquiries into the banking and business/trade references that you have supplied.

#### SIGNATURES

Signature		Signature	
Name and Title		Name and Title	
Date		Date	



## Terms and Conditions

**ESTIMATION OF FABRICATION:** Quotation subject to Price In Effect at time of purchase. Variations in quantities, sizes, or fabrication details may alter unit cost. Additional taxes or fees may apply. All quotations are valid for 30 days, unless otherwise specified.

**FREIGHT:** ALL freight is quoted FOB point of origin and shipped in good condition and properly packaged. Any damage to material must be noted on BILL OF LADING AT TIME OF RECEIPT. Failure to make such notation will absolve both **Builtware Fabrication, Inc. and shipper/carrier** of responsibility for repair or replacement of item. Freight costs will be additional, unless noted in original quote. ALL freight charges are subject to change without notice. Freight charges are based upon address listed in quotation, change in shipping address may affect final costs.

**TIME, DELIVERY AND DELAYS BY SELLER:** Lead time stated on quote is business days after receiving a purchase order; illustration approval or e-mail verbiage statement of acceptance must be received before fabrication to begin and for lead time to be accurate. Some orders may require a deposit in order for fabrication to begin. Any change to an order may affect the lead time. All lead times are subject to change based upon raw material availability. You, our customer, will be responsible for making your own arrangements to store materials if the job site is not ready. Builtware Fabrication may consider storage of your order for an additional cost. Split orders may be subject to additional handling charges.

**CANCELLATIONS:** Upon receipt of a purchase order, customer agrees to pay for any charges related to preparations, illustrations, materials or fabrication processes for work already performed at the time of a cancellation. ALL cancellations must be given in writing.

**WARRANTY:** Builtware Fabrication, Inc. warrants products it manufactures solely against defects in workmanship and materials; conformance to mutually agree to specifications for a period of one year from the date of purchase to the original retail purchaser. This warranty does not apply to defects caused by abuse, misuse, and lack of maintenance, negligence, accidents, repairs or alterations made to the product outside of our facility. This warranty does not cover repair work or modifications to customers supplied materials or fixtures. Builtware Fabrication, Inc. will not be liable for any expenses incurred in installation, removal from service, transportation costs, or for any damage of any type, whatsoever, including incidental or consequential. We, in no event, will be liable for injuries or death to persons or property for incidental or consequential damages arising from the use of our products. The limit of seller's liability upon any express warranty made to buyer by seller shall be limited to the actual purchase price paid by buyer for the product at the time of purchase.

**SITE WORK:** Site work performed by Builtware Fabrication personnel is subject to all of the terms described within this document. All site work will be billed at the current Builtware Fabrication field rate including mobilization to and from site. Other costs may not be included in field billing rate including but not limited to hotel costs, subsistence and fuel. Job sites may be assessed by Builtware Fabrication personnel prior to any work for safety and preparedness for the work to be performed. If sites are deemed "unsafe" or "unprepared", Builtware Fabrication and its personnel reserve the right to reschedule or cancel the work and will not be held liable for delays or costs incurring from the conditions. Builtware Fabrication can invoice for costs incurred for mobilization to job sites that are deemed "unsafe" or "unprepared including but not limited to, fuel, labor, hotel and subsistence.

**PAYMENT:** Builtware Fabrication, Inc. accepts cash, checks, money orders, Visa, and MasterCard. For customers with established credit, payment terms are NET 30 days from the date of invoice and are subject to service charges if unpaid by the last calendar day of the month following shipment or delivery. All first time out-of-state purchases are to be paid in full before shipment. Any costs associated with the legal collection process (court or attorney fees) will be borne by the purchaser.

\*A service charge of 3% per month will be assessed on all past due invoices. If service charges are assessed, they are to be paid in full by the closing of the following month.

### RETURN POLICY

Builtware Fabrication, Inc. will not accept any product returned without prior authorization. Requests for "Returned Goods Authorization" must be made **in writing** by mail or fax and must include the following:

- A. Original invoice number
- B. Date of original invoice
- C. Reason for return
- D. Location of product

\*Note: Any verbal return agreements are **not acceptable**

Claims for shortages or incorrect material received are to be made within 7 business days of receipt of product, and returned within two weeks from return authorization.

ALL returned goods are to be prepaid. If responsibility for the return is ours, a carrier will be specified at the time of authorization.

ALL returns are subject to our count and inspection. Goods claimed to be defective will be deemed so after inspection.

Any custom fabricated products are non-returnable.

The undersigned, as an Officer or Principal, of \_\_\_\_\_, certifies that he/she has read and understands the above terms and conditions of sale. The said company will adhere to the terms set forth above. Failure to observe the above stated terms may result in cancellation of the open account status with Builtware Fabrication, Inc. **Issuance of customer Purchase Order is acceptance of set forth Terms and Conditions.**

SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_

PRINTED NAME \_\_\_\_\_ DATE \_\_\_\_\_