



800.737.2800

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Post Office Box 1565
Springfield, Missouri 65801

boydaluminum.com

APPLICATION FOR CREDIT AND ACCOUNT AGREEMENT

PLEASE TYPE OR PRINT

Customer Name _____

Mailing Address _____

Shipping Address _____

City, State, Zip _____

City, State, Zip _____

Phone _____

Fax _____

E-mail _____

Preferred Invoice Method *(check one)*:

E-mail _____ Fax _____ US Mail _____

TYPE OF BUSINESS *(check one)*

Corporation Partnership Sole Proprietor Limited Liability Company

Other *(specify)* _____

FEIN# _____

State of Incorporation _____ Established _____ Years in Business _____ Are you

tax-exempt? No Yes *(If yes, return tax exempt certificate w/completed application)* Customer

does business as *(check as applicable)*:

General Contractor Glass and Glazing Contractor Wholesale Construction Products

Retail Other *(specify)* _____

PRINCIPAL OWNERS/OFFICERS/MANAGERS/MEMBERS *(as applicable)*:

Name _____

Name _____

Title _____

Title _____

Address _____

Address _____

City, State, Zip _____

City, State, Zip _____

Phone _____

Phone _____

Fax _____

Fax _____

email _____

email _____

BANK REFERENCE:

Bank _____
Banker _____
Address _____

City, State, Zip _____
Phone _____
Fax _____
email _____

BONDING COMPANY:

Name _____
Agent/Contact _____
Address _____

City, State, Zip _____
Phone _____
Fax _____
email _____

TRADE REFERENCES

Name _____
Contact _____
Address _____

City, State, Zip _____
Phone _____

Name _____
Contact _____
Address _____

City, State, Zip _____
Phone _____

Name _____
Contact _____
Address _____

City, State, Zip _____
Phone _____

Name _____
Contact _____
Address _____

City, State, Zip _____
Phone _____

CREDIT TERMS AND ACCOUNT AGREEMENT

This Application For Credit and Account Agreement is made by Customer in order to obtain credit terms to purchase goods from Boyd Aluminum Mfg. Co. ("BOYD"), and to provide the conditions under which BOYD is willing to extend credit and sell goods. The information provided herein is accurate to the best of Customer's knowledge. Customer agrees that all purchases will be subject to BOYD's Order Documents and Boyd's Additional Terms and Conditions of Sale ("Terms and Conditions"), (collectively referred to herein as the "Agreement"). Any terms and conditions proposed by Customer in any purchase order, acknowledgement or other document are rejected, and are not part of the Agreement of sale unless approved in writing by an officer of BOYD.

NOTE: BOYD's Terms and Conditions are available for review at www.boydaluminum.com, (click on "Resources"), and are incorporated herein by this reference.

BOYD expressly reserves the right to refuse to grant credit to Customer, at any time, without any liability whatsoever to Customer.

The undersigned acknowledges and represents his/her full authority to submit this application and to agree to all of the terms and conditions of the Agreement referenced herein on behalf of the Customer. Customer agrees that the terms and conditions of the Agreement shall remain effective until and unless expressly modified or terminated, in writing, by BOYD. No modification or termination of any terms and conditions of the Agreement shall be effective unless it is done in writing and signed by an officer of BOYD. All statements and representations made herein by Customer are true and correct and are made to induce BOYD to extend and furnish credit, services and goods to the Customer. BOYD is hereby authorized to conduct any desired credit/reference check regarding Customer, including obtaining credit bureau reports, at any time; BOYD is authorized to contact Customer's references, or any other person/entity, to make any desired inquiry about Customer or Customer's credit-worthiness, and is authorized to obtain any desired information about Customer, and the fact that Customer is seeking to do business with BOYD.

Customer agrees to provide a current financial statement with this application, and updated financial statements at any other time, and from time to time, as may be requested by BOYD.

Customer has no restrictions with respect to the authority of Customer's employees, agents and representatives to submit this application or to place orders with BOYD except as specified below in this paragraph. Unless so specified, all orders shall be deemed and presumed to be authorized by Customer and Customer shall be responsible therefore, unless Customer provides written notice to BOYD expressly restricting the authority of specified persons, which notice shall not become effective until ten (10) days after BOYD's receipt, and in no event shall the notice be effective as to any actions taken by such person(s) before the effective date of the notice following BOYD's receipt.

All billings and invoices of BOYD shall be paid unconditionally, in full and without retention.

Under no circumstances whatsoever shall Customer retain, withhold or otherwise backcharge, or take any credit or set-off against Customer's account with BOYD for any amount, or for any claim, without BOYD's express prior written agreement, duly executed by an officer of BOYD. Customer's obligation to promptly pay BOYD shall not be subject to, or relieved or excused by, any "liquidated damage", "pay when paid", "pay if paid", or other similar provision of any contract, including any contract between Customer and the general or prime contractor, without BOYD's express prior written agreement thereto, duly executed by an officer of BOYD. Any such claim for a set-off, credit, or backcharge shall be promptly presented, in writing, to BOYD within ten (10) days of the event or discovery of the matter giving rise to such claim, together with supporting documentation. If liability for such claim is accepted by BOYD, in writing by an officer of BOYD, BOYD will credit such claim to Customer's account. If such claim is rejected by BOYD, Customer and Boyd agree that the sole dispute resolution procedures are as provided in BOYD's Terms and Conditions.

Typed and printed signatures hereon, and those transmitted electronically shall be deemed to be original signatures for all purposes.

THIS AGREEMENT, THROUGH THE INCORPORATION OF BOYD'S TERMS AND CONDITIONS OF SALE, CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

Company Name _____ Date _____
By: _____ Title _____
Printed Name _____

Company Name _____ Date _____
By: _____ Title _____
Printed Name _____

PERSONAL GUARANTY

For and in consideration of the extension of credit to the Customer named above, the undersigned, jointly and severally, covenant and agree to personally guarantee timely payment of all amounts due from Customer to BOYD, including all costs of collection and attorney fees; and agree that BOYD shall have no obligation to seek payment from Customer before proceeding against the undersigned under this guaranty; and further agree that that they are bound by all provisions of the Agreement between Customer and BOYD, as defined above.

THIS AGREEMENT, THROUGH THE INCORPORATION OF BOYD'S TERMS AND CONDITIONS OF SALE, CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

By _____ By _____
Title: _____ Title _____
Individually Individually

Printed Name _____ Printed Name _____
Date _____ Date _____

FOR OFFICE USE ONLY

Customer # _____
Credit Limit _____
Approved By _____

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