

Winco Window Company
6200 Maple Avenue
St. Louis, MO 63130

Phone: (314) 725-8088
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Confidential Credit Application

The information below is confidential and will be used by firms represented by Winco Window Company, Inc. A copy of this letter can be used to check any and all credit references. Winco Window Company is hereby authorized to investigate the information pertaining to your credit and financial responsibility.

Firmness' Legal Name: _____
Operating or Trade Name: _____
Street _____ City _____ State _____ Zip _____
Phone _____ Fax _____
Type of Business _____ Date Started _____
Corporation _____ Part. _____ Individual _____ State of _____
Chief Financial Officer: _____

Principle Owners or Stockholders:

Name Title

Trade References (please list a minimum of three)

Name Street City & State Phone & Fax

Bank Reference

Name: _____ Phone: _____
Street Address: _____
City: _____ State: _____ Bank Officer: _____

APPLICANT'S SIGNATURE ATTEST TO FINANCIAL RESPONSIBILITY, ABILITY AND WILLINGNESS TO PAY OUR INVOICES IN ACCORDANCE WITH OUR TERMS OF 1% 10 NET 30 DAYS FROM THE DATE OF INVOICE. If the account is not paid when due, the Purchaser agrees to pay the cost of collection including reasonable attorney fees for such collection. Past due accounts are subject to an annual percentage rate of 18% or the appropriate usury rate which will be imposed upon the determination of the status of the account. If payment terms are not met, Winco will file bond claim, lien, or initiate collection proceedings to secure payment.

Authorized Signature: _____ Title: _____
Print Name: _____ Date: _____

**WINCO WINDOW COMPANY ("WINCO")
TERMS AND CONDITIONS OF SALE**

NONASSIGNMENT BY PURCHASER. Purchaser may not assign its rights or delegate its performance hereunder without the prior written consent of Winco, and any attempted assignment or delegation without such prior written consent shall be void.

MODIFICATION OF CONTRACT. This document constitutes the full understanding of the parties, and no terms, conditions, understandings or agreements purporting to modify or vary the terms of this document, or changes in specification or plans, shall be binding unless hereafter made in writing and signed by the party to be bound.

TERMS OF PAYMENT. Purchaser agrees to pay in accordance with the terms of payment as set forth by Winco, which are 1% ten days net thirty days, f.o.b. St. Louis, Missouri. Invoices sent to Purchaser are due and payable in accordance with aforementioned terms. Winco does not accept backcharges or retainage of any type, form or amount be withheld from payment. Winco reserves the right to cancel or put any orders on hold if Purchaser is delinquent or in default on any outstanding payments. If payment terms are not met, Winco will file bond claim, lien or initiate collection proceedings to secure payment.

COLLECTION COSTS AND ATTORNEY'S FEES. Past due accounts are subject to an annual interest rate of 18% or the appropriate usury rate which will be imposed upon the determination of the status of the account. Accounts not paid when due shall be forwarded to a collection agency or an attorney for collection and Purchaser agrees to pay all costs and expenses, including all reasonable attorneys' fee, incurred in connection with collection.

CANCELLATIONS, RETURNS AND BACK CHARGES. Winco will not accept returned products for credit without prior written approval by Winco. Back charges or claims for work not performed by Winco, will not be allowed without the prior written approval from Winco. Unless the parties to this contract otherwise agree in writing, Purchaser must accept all goods tendered under this contract.

SUBDIVISION PLAN. Upon subdivision of a project into multiple parts for shipping and/or billing purposes, Winco will establish a subdivided value for each part.

DELIVERY. Any and all delivery dates set forth by Winco are estimates and are not intended as a guarantee of date of delivery. Winco does however attempt to comply with such estimates when possible and agrees to make a reasonable effort to contact Purchaser upon variation from any such estimates. Winco shall not be liable for any delay in delivery or failure to deliver any or all of the goods in case such delay or failure is caused by labor disputes, strikes, war, riots, insurrection, civil commotion, fire flood, accident, storm or any act of God, failure of suppliers, changes in back log or other causes beyond Winco's control.

CONTINGENCIES. All agreements made hereto or otherwise made between Winco and Purchaser are contingent upon and are subject to Winco's sole determination as to the credit worthiness of Purchaser. Said credit approval shall be in accordance with standards set forth and determined solely by Winco, and Winco reserves the right, at any and all times, to cancel or to discontinue manufacturing upon Winco's sole determination that Purchaser's credit is not acceptable. Any costs incurred by Winco with respect to any orders placed with Winco by Purchaser, whose credit is determined not acceptable to Winco, shall be borne solely by Purchaser, and Purchaser agrees to pay Winco for any costs so incurred. Winco will not be liable to Purchaser for any failure of performance under any agreements made, to be made, and all orders accepted which results from strikes, fires, accidents, acts of transportation companies or subcontractors, market conditions, or any other cause beyond Winco's control.

WARRANTIES. Winco makes a limited warranty, with respect to the goods and in no event shall Winco be liable for direct, indirect, consequential or incidental damages, from any cause whatsoever, or for damage to any property or injuries to any persons. This warranty shall not be transferable. Purchaser's failure to pay in full for windows according to terms voids all warranties. Winco only provides the warranties provided by suppliers of coating finished, insulating glass, and other materials. The express warranties herein are in lieu of all other warranties express or implied, including any warranties of merchantability and fitness for a particular purpose. Winco makes no warranties as to the results to be obtained in their use by purchase whether alone or in combination with other substances, and Winco neither assumes nor authorizes any other person to assume for Winco any other obligation or liability in connection with the sale of the window material.

EXCLUSION OF ORAL WARRANTIES. It is further agreed that there are no understandings, agreements or representations, express or implied, not specified herein respecting this order and terms mentioned, and this instrument contains the entire agreement between the parties, and is binding on both parties.

LIMITATION OF LIABILITY. Winco's liability whether in contract, in tort, under any warranty, in negligence or otherwise shall not exceed the amount of the contract purchase price, and under no circumstances shall Winco be liable for special, indirect or consequential damages. No action, regardless of form, arising out of the transactions under this agreement may be brought by Purchaser more than one year after the cause of action has accrued.

INTERPRETATION. This contract is to be construed according to the laws of, and under the Uniform Commercial Code as adopted by, the State of Missouri.

ARBITRATION. The parties agree that all disputes and claims shall be settled by an arbitrator in accordance with the rules of the American Arbitration Association, and any Arbitration proceeding will be held in St. Louis, Missouri. The parties agree to be bound by the award in accordance with the Commercial Rules of said Association.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

COMPANY NAME: _____

Agreed to and accepted this _____ day of _____, _____ by:

_____, for _____, Purchaser

Print Name: _____, Title _____