CREDIT APPLICATION

Thank you for your interest in Carlisle Architectural Metals LLC, a Division of Carlisle Construction Materials LLC, and its family of companies. The following documents are designed to provide the necessary information to complete a credit investigation and establish your firm as a customer. If you are seeking exemption from paying sales tax, please complete the Multi-State Exemption form found on our website (.pdf format) or complete the appropriate individual state exemption form(s) for all "ship to" locations of your firm. To assist you in this process you may obtain the appropriate state forms via the internet at www.taxadmin.org/fta/link/forms/html.

Section 1 of this application must be completed on this form. All other supplemental information can be provided as attachments. The application must then be executed where indicated on pages 3 and 4 with a signature of an owner, partner or officer of the applicant. You should then submit the entire original completed application (pages 1-4 and attachments) directly to your Independent Carlisle Sales Representative. **Do not send the application directly to Customer Financial Services. The Independent Representative and Regional or District Sales Manager must approve the application prior to the initiation of the credit investigation.** Incomplete, improperly completed or modified applications will be returned unprocessed to the Independent Carlisle Sales Representative.

Should you have any questions or concerns about the completion of the application and related documents, please contact Carlisle Customer Financial Services by calling 1-800-453-2554.

Carlisle Architectural Metals LLC
Division of Carlisle Construction Materials LLC
Customer Financial Services
1285 Ritner Highway
PO Box 7000
Carlisle, PA 17013

SECTION 1

Full Legal Name of Company _____ **Trade Name** _____

Street Address _____ **P. O. Box** _____ **Fed ID#** _____

City _____ **State** _____ **Country** _____ **Zip** _____

Phone _____ **Fax** _____ **E-mail** _____ **Duns#** _____

Billing Address (If different than above)

Bill To Name _____ **A/P Contact** _____

Street Address _____ **P. O. Box** _____

City _____ **State** _____ **Country** _____ **Zip** _____

Phone _____ **Fax** _____ **E-mail** _____

Organizational Structure: (check one) **Proprietorship ❑** **Partnership ❑** **Corporation ❑**

State of Incorporation _____ **Date Business Established:** _____

Other (Describe) _____ **Type of Business** (contractor, distributor, etc.) _____

Owners/Officers/ Partners

1) Name _____ **2) Name** _____

Address _____ **Address** _____

City/State/Zip _____ **City/State/Zip** _____

Business Title _____ **Business Title** _____

Branch Locations

Please attach a listing of any and all branch locations covered by this application. Unless otherwise directed, all order confirmations will be sent to the branch location and invoices to the home office.

Credit References

Please provide one bank and six credit references. Complete names, addresses, phone and fax numbers are required. Contractors must provide: Surety name and address, Agent's name and address, and bonding limit. A credit reference form is available on our website for your convenience.

Financial Statement

Applications for credit lines exceeding $50,000 must be accompanied by the applicant's two most recent fiscal year-end Financial Statements, including the Balance Sheet, Profit & Loss (Income) Statement with any accompanied notes referenced in those reports. The appropriate U.S. Federal Income Tax schedules are also acceptable.

Estimated Credit Requirement: $ _____

Are you filing as a Sub-Chapter S Corporation? **Yes ❑** **No ❑**

A financial statement form is available on our website for your convenience.

Order Acknowledgement and Invoicing

Order acknowledgements and invoices will be provided via email or facsimile transmission. That transmission serves as the operative instrument and no "paper" document will follow. Customer statements will be provided to all customers the first week of each month unless we are otherwise directed. Order acknowledgements and invoices can be emailed and/or faxed or a combination thereof to multiple locations within certain specific parameters. If you desire multiple document transmission, please provide specific instructions specifying the document type and specific fax numbers and email addresses for each document type.

GENERAL TERMS AND CONDITIONS OF SALE

Acceptance of your order is expressly conditioned upon acceptance by you as the Buyer of the terms and conditions stated below. Carlisle Construction Materials LLC, Carlisle Architectural Metals LLC and its divisions, subsidiaries, and affiliates (hereinafter "Seller") shall not be bound by any Buyer's terms and conditions of sale which attempt to impose any conditions at variance with Seller's terms and conditions of sale which are included herein or are stated on Seller's technical data sheets, catalogs, invoices and packages. Seller's failure to object to provisions contained in Buyer's forms shall not be deemed a waiver of the provisions of the Seller's terms and conditions, which shall constitute the entire contract between the parties.

1. PRICE.

Seller reserves the right to change its price schedule at any time without notice. In the event of an increase in price applicable to orders placed by the Buyer, the Buyer may cancel such orders at any time within ten (10) days after notice of such increase. The amount of the present or future sales, revenue, excise or other taxes applicable to the goods, shall be added to the purchase price and shall be paid by the Buyer, or in lieu thereof, the Buyer shall provide Seller with a tax exemption certificate or other proof of tax exemption acceptable to the taxing authorities.

2. DELIVERY AND TRANSPORTATION.

In the absence of prior special arrangements confirmed in writing and agreed to by Seller and Buyer, goods are sold and shipped according to the shipping terms on the face of the Seller's order acknowledgment.

3. PAYMENT TERMS.

Buyer agrees to make payment in accordance with terms stated on the face of the order. If Buyer defaults, is insolvent or if Buyer's credit is impaired, Seller shall have the right to (1) demand payment in full for any goods delivered or before proceeding with manufacture of goods; (2) withhold shipments in whole or in part; and (3) recall goods in transit. Invoices not paid within the time period allowed by the stated terms will be assessed a finance charge of 1 1/2% per month (18% per year) on the unpaid balance or the maximum allowable rate permitted by law.

4. DELAYS.

Seller shall not be held responsible for delay in deliveries hereunder if caused by fires, floods, strikes, labor disputes, accidents, acts of war, priorities required or requested by any government authority, transportation delays, restrictions imposed by Federal or State law or regulations, Seller's inability to secure raw materials or other causes beyond Seller's control.

5. PURCHASE MONEY SECURITY INTEREST (PMSI):

As security for and all amounts due seller, Purchaser hereby grants to Seller a **PURCHASE MONEY SECURITY INTEREST** in all manufactured and distributed product, equipment, supplies, merchandise, accounts receivables, inventory and other goods supplied by Seller and proceeds thereof. At Purchasers request Seller's may subordinate security interest and become junior to any current or future conflicting security interest of Purchaser's main commercial bank. A separate fully executed subordination or inter-creditor agreement will be necessary.

6. WARRANTIES AND DISCLAIMERS.

Seller warrants its products described on the face of the order to be free from defects in materials and workmanship at the time of their delivery. Seller's liability and Buyer's remedy are limited, at Seller's option, to the replacement of defective goods at the F.O.B. point or repayment of the purchase price. Replacement of defective goods or repayment of the purchase price will be made only upon Seller's receipt of Buyer's written notice that the goods are defective, and upon Seller's inspection of the goods, buyer shall return defective goods and Seller shall bear the cost of shipping only after Seller has sent Buyer definite shipping instructions. Claims under this warranty must be made within 30 days of the delivery.
SELLER MAKES NO WARRANTY EXPRESSED OR IMPLIED INCLUDING THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY. SELLER SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR ANY BREACH OF WARRANTY. NO REPRESENTATIVE OF THE SELLER HAS AUTHORITY TO MAKE ANY REPRESENTATIONS OR PROMISES EXCEPT AS STATED HEREIN.

7. CANCELLATION.

Except as provided in paragraph one (1), an order placed by Buyer and accepted by Seller shall not be canceled by Buyer without Seller's written consent. Any cancellation shall be upon terms that will indemnify Seller against loss.

8. RETURNED GOODS.

Except as provided in paragraph five (5), goods shall not be returned to Seller without first obtaining its written consent. Only goods currently being manufactured by Seller and sold to Buyers within ninety (90) days from the date of the order shall be considered for return. Goods accepted for credit shall be subject to a minimum service charge of twenty-five (25%) percent of the original purchase price. All transportation charges and risks of loss shall be borne by the Buyer. Goods custom manufactured for Buyer's specifications shall not be accepted for credit under any circumstances. Returns authorized by Seller that are not completed and returned by Buyer within 45 days of the date of issuance of the authorization will be deemed null and void.

9. GENERAL

The failure on Seller's part to insist upon a strict performance of any of the terms and conditions herein shall not be deemed to be a waiver of such terms or conditions or of any rights or remedies which Seller may have in demanding strict performance of all the terms and conditions herein contained. Remedies herein reserved to seller shall be cumulative and additional to any other or further remedies provided by law. The taking of any action by Seller shall not be deemed to be an election of that action to the exclusion of others. The captions are inserted only as a matter of convenience and are for reference and in no way define, limit or describe the scope of this agreement nor the intent of any provision thereof.

This acknowledgment, together with Buyer's duly accepted order, constitutes the entire agreement between the parties hereto and may not be changed or modified except in writing signed by the parties to be charged. The laws of, and the courts of, the Commonwealth of Pennsylvania shall govern the agreements without reference to their conflict of laws provision or statutes. SELLER RESERVES THE RIGHT TO REJECT ALL OR PART OF ANY ORDER. The Buyer hereby acknowledges receipt and agreement to these terms and conditions, which shall, until further notice, apply, to all contracts for the sale of goods entered into with Seller.

Company Name_____ By:_____
Owner, Partner, or President's Signature

Personal Guaranty For Corporate Accounts

In consideration of the credit extended to the above firm ("Guaranteed Party") at my/our request, I/we hereby personally guaranty the payment of all of its obligations to Carlisle Construction Materials LLC and their divisions, subsidiaries and affiliates ("Carlisle") to include all costs of collection and attorneys' fees. I/we waive notice of sale of merchandise sold by Carlisle to the individual/firm designated above, and notice of default. I/we waive all claims and defenses the Guaranteed Party may have or assert against payment and any obligation Carlisle may have to collect funds from Purchaser before seeking payment from me/us. I/we consent to the extension of time of payment of the indebtedness or any portion thereof. I/we herby authorize and give permission to Carlisle to obtain reports concerning my personal credit from consumer credit reporting services. This authorization and this Guaranty are irrevocable for so long as there is an outstanding balance owed Carlisle by Purchaser under this account application or under any future extension of credit by Carlisle to Purchaser.

Signature: _____ Signature_____

Dated this _____ day of _____, 20_____

Certification & Acknowledgement

The foregoing information has been carefully read by the undersigned (both printed and written material) and is, to my knowledge, complete, accurate, and truthful. It discloses to you the true state of (our/my) financial condition on the date indicated. Since that time, there has been no material unfavorable change in (our/my) financial condition unless otherwise stated.

(We/I) make the foregoing application intending that you should rely upon it for the purpose of our obtaining merchandise from Carlisle Architectural Metals LLC, and its affiliated companies (*"Seller"*) on credit. (We/I) further agree to provide updated information to you from time to time as you may request. All purchases will be pursuant to Seller's Terms and Conditions of Sales, incorporated herein, or in effect at the time of purchase. In addition, should (we/I) default in payment for goods sold and delivered, then (we/I) agree to pay interest at the maximum allowable rate from the date of default. If said default is referred to an attorney for collection, (we/I) shall pay, in addition to the amount remaining to be paid together with interest as stated above, a further amount of twenty percent (20%) added for fees if said collection fees shall be permitted by law, and if not, such lesser collection fees, if any, as shall be permitted by law. This agreement shall be construed under the laws of, and by the courts of, the Commonwealth of Pennsylvania.

Name of individual or firm: _____ Date submitted:_____

Owner, Partner, or President's Signature: _____

CUSTOMER CHECKLIST

□ *Did you complete all information in Section 1?*

□ *Did you provide credit references and financial statements if applicable?*

□ *Is the application signed by owner, partner, or officer?*

□ *Did you enclose the appropriate sales tax exemption certificates?*