



Metal Magicians at Work....creating Doorways of Distinction for the Pathways of Tomorrow

CREDIT APPLICATION

Customer Name: _____
Taxpayer Identification Number: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Corporation _____ Partnership _____ Proprietorship _____
Sales Tax Number: _____ Years in Business: _____
Telephone Number: _____ Fax Number: _____
Email Address: _____

OFFICERS OF COMPANY: (PLEASE LIST)

President: _____ Vice President _____
Secretary: _____ Treasurer: _____
Controller/Bookkeeper: _____

BANK REFERENCES:

Bank Name: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Telephone Number: _____ Account Number: _____

GUARANTORS:

Name: _____
Address: _____
Telephone Number: _____

Name: _____
Address: _____
Telephone Number: _____

Name: _____

Address: _____

Telephone Number: _____

TRADE REFERENCES:

Name: _____

Address: _____

Telephone Number: _____

Name: _____

Address: _____

Telephone Number: _____

Name: _____

Address: _____

Telephone Number: _____

The customer grants to MegaMet Industries, Inc., authorization to contact the references listed on this Credit Application.

PAYMENT TERMS:

1. Payment terms are net thirty (30) from the ship date as shown on the invoice, as stated on each invoice. If it would be more convenient for you to pay twice a month, please make a note of your payment arrangement at the bottom of the page. Customer may take a discount of one percent (1%) if paid within ten (10) days of ship date.
2. Credit application must be completed and returned before any credit is extended.

PAYMENTS:

1. All payments will be applied to the oldest invoice, unless the customer on remittance identifies payment to particular invoices.
2. Unless notified by MegaMet to the contrary, all payments must be mailed to the following address:

Post Office Box 635
Birmingham, Alabama 35201

PAST DUE ACCOUNTS:

1. Past due accounts of forty (40) days or more may be placed on "credit hold" or "c.o.d."

MegaMet Industries, Inc., 3228 Sixth Avenue North, Birmingham, Alabama 35201
Post Office Box 635, Birmingham, Alabama 35201
205.322.7700 — Fax 205.322.4600 — www.MegaMetUSA.com

without notice, and will remain so until arrangements satisfactory with the credit department in Birmingham, Alabama have been made.

2. Attorney's fees and/or collection costs will be borne by the customer if his account is placed for collection.

GENERAL TERMS: By execution of this application for credit ("Agreement") and in consideration of credit extended to customer, customer and guarantor(s) (Collectively "Obligors"), unconditionally, jointly and severally, agree to pay and guarantee full and prompt payment of all sums which may, from time to time, be owing to MegaMet Industries, Inc. ("MegaMet") by Obligors. Such sums include but are not limited to, payment for services rendered or material and labor furnished and applicable interest penalties or service charges. Obligors agree to each of the following: (1) the extension of credit to customer is at the sole discretion of MegaMet, and that the extension of credit or the terms thereof may be withdrawn or changed by MegaMet at its sole discretion; (2) Obligors will provide current financial statements to MegaMet as requested; (3) Obligors hereby authorize any bank, trade, commercial business, credit reporting facility, references provided, or other person with whom Obligors have dealt, at MegaMet's request, to release information relating to Obligor's accounts or any information necessary to MegaMet in its credit investigation.

In consideration of MegaMet selling products or providing services to customer, Obligors agree to MegaMet's payment terms and conditions contained in this agreement and all other agreements between customer and MegaMet, including all invoices and billing statements. Any claim for defective products, disputed charges or any other claim is deemed waived by Obligors unless made within ten (10) days from the customer's receipt of such products or services giving rise to the claim. After ten (10) days, all charges are binding and uncontestable. Obligors agree to pay the full amount due, according to the terms indicated on any invoices or billing statements. Obligors agree to pay interest at an annual rate as set forth in the billing statement, on the past due balance until paid. Notwithstanding any provision in this agreement, the total liability for payments of interest and payments deemed to be interest by applicable law shall not exceed the limit imposed by applicable usury laws. In the event the total liability for payments of interest and payments deemed to be interest by applicable law, shall, for any reason whatsoever, result in an effective rate of interest which exceeds the limit imposed by the applicable laws, all sums in excess of those lawfully collectible as interest for the period in question shall, without further agreement or notice by, between, or to any party hereto, be deemed to have been applied, immediately upon receipt of such sums by MegaMet, as a credit on the principal due. Obligors acknowledge understanding that this interest charge does not reflect a guaranteed extension of credit, but is a procedure to ensure all statements are paid promptly when due.

If MegaMet uses an attorney to enforce any of the terms and conditions of this agreement to collect any amounts due from Obligors, Obligors agree to pay reasonable attorney fees and costs of collection incurred, including interest, plus court costs. No notice need be given any guarantor(s). The terms and provisions of this agreement shall be governed by the laws of the state of Alabama. This agreement is binding on the parties hereto and may be executed by

facsimile or electronic mail submission.

The customer does hereby agree to all of the above policy statements and to the terms and conditions as set out in the following statement of terms and agreement.

Customer initials _____

Obligors acknowledge that MegaMet will rely upon all information provided herein and warrant that said information is true and correct.

CUSTOMER:

By: _____

Legal Name: _____

Printed Name: _____

Title: _____

Date: _____

WITNESS:

Printed Name: _____

GUARANTOR:

By: _____

Legal Name: _____

Printed Name: _____

Title: _____

Date: _____

WITNESS:

Printed Name: _____

STATEMENT OF TERMS AND CONDITIONS

The terms and conditions contained in this Agreement together with any Exhibits attached hereto, constitute the entire understanding between MegaMet and Customer and shall apply to all purchase orders submitted to MegaMet, all quotes provided to Customer and MegaMet, and all invoices for payment of material provided by MegaMet.

1. **ACKNOWLEDGMENT AND ACCEPTANCE OF ORDER.** All purchase orders received by MegaMet and all quotations provided to Customer by MegaMet are expressly limited to the terms and conditions contained therein. The acknowledgment or the manufacturing or the performance of a purchase order by MegaMet shall constitute acceptance.

2. **MATERIAL.** MegaMet will provide quotes for or accept purchase orders requesting the hollow metal components of plans and specifications provided by Buyer which precisely identify such material (referred to herein as "Material"). MegaMet is not responsible for other materials specified in any plans, including but not limited to, specifications relating to civil or structural engineering, electrical, plumbing, HVAC, mechanical or other such specifications. The following terms and conditions shall apply to Material supplied by MegaMet:

1. Glass glazing, hardware, thresholds, weather-stripping, structural steel, preparation for inserts, bolts and fasteners, aluminum or bronze hollow metal work is not included unless specifically states by a principal of MegaMet in writing. Some of MegaMet's Specialty Doors (STC) would include Thresholds and Weather-stripping and sometimes Glass. Blast and Ballistic Products sometimes would include Glass.
- ! Multiple frames will be broken down as required for shipping.
- ! Hollow metal frames and doors to have standard one coat of shop prime finish. No special finishes are included unless specifically states in the purchase order.
- ! Preparation for lead lining only where required. Lead shall be furnished and applied by Customer unless specifically stated in the purchase order.
- ! Hollow metal to be reinforced but not drilled or tapped for surface applied hardware, floor type closers and floor mounted pivots, anchor hinges, thrust pivots and pivot reinforced hinges.
- ! All field measurements are the sole responsibility of Customer.

3. **CHANGES.** The Customer may have the right to make changes to drawings, specifications, quantities, delivery schedules, method of shipment or other terms of a purchase order **ONLY IF** such change is in writing and signed by the parties hereto prior to commencement of manufacturing. No change shall be effective unless authorized by MegaMet. If such changes result in a delay or increase/decrease in expense to MegaMet, on notification to Customer, MegaMet may adjust the purchase price, delivery schedule or both.

4. **DELIVER/FORCE MAJEURE.** MegaMet's lead times are target dates only and are not a binding agreement that would constitute a delay or denied payment by Customer of the Material. Scheduled shipping dates are based on MegaMet's best estimate and are not guaranteed. All deliveries are to be ground level location. Truck line deliveries to be "tail gate" delivery, with unloading and inspection to be the responsibility of Customer.

In the event of any delay in the performance of the work due to force majeure including, but not limited to, an act of God in inclement weather or because of any laws, regulations or the orders of public authority not now in effect, military action, state of war, riots, national emergency or by reason of any force majeure causes as may delay any sub-contractor or sub-supplier, MegaMet is unable to present or provide against, the period during which MegaMet is delayed shall be added to the time of completion, however, there shall be no adjustment to the purchase price. MegaMet shall give Customer written notice of any delay affecting the work within ten (10) days after the occurrence of such delay. Acceptance of Material on a delivery shall constitute a waiver of any claim for damages due to any delay. Material purchased is not returnable for credit unless MegaMet gives authorization for such return in writing.

5. **TITLE AND RISK OF LOSS.** Terms of shipping are F.O.B., Point of Origin and shall be the responsibility of and property of Customer upon transfer of the Material to the designated transportation company.

6. **PRICE/TAXES.** Prices stated on the purchase order or quote provided to Customer are firm and shall remain firm until deliveries have been completed unless otherwise expressly agreed to in writing by both parties. All prices specified therein include, but are not limited to, charges for inspection and packaging. Prices set forth are exclusive of applicable city, state and local taxes, sales, use, excise, value-added or similar taxes. In times of raw material price volatility quoted price may only be good for fifteen (15) days. MegaMet has the right to refuse purchase order for any reason.

7. **WARRANTIES.** MegaMet expressly warrants that all Material will be in accordance with the purchase order or quote and fit for the purpose intended, free from defects in such Material, workmanship and design. This warranty shall extend to Customer only and shall remain in effect for a period of one (1) year from the delivery date. MegaMet is not responsible for maintaining the Material or for installation of the Material. The above stated warranty is subject to the Material being properly installed, maintained and operated under normal conditions with competent personnel and supervision, but not resulting from ordinary wear, corrosion, erosion, chemical or abrasive action, excessive heat, improper lubrication, improper storage prior to start up or application outside the specified design limitation of said Material, unless such failure or deficiency in the result of an act or instruction of the MegaMet.

8. **INSPECTION AND ACCEPTANCE.** MegaMet will provide packing list detailing the Material. It is Customer's responsibility to use the packing list and confirm the accuracy of same. Customer must notify MegaMet of any material found to be non-conforming within forty-eight (48) hours of the receipt of the material. If Customer fails to notify MegaMet of such discrepancies within such forty-eight (48) hour time period, and MegaMet's records of production match the Customer's required specification, the shipment will be deemed to conform and be accepted. Any replacement Material will be furnished only upon receipt of a new purchase order.

9. **LIMITATION OF LIABILITY.** Except as stated in this Agreement, there are no guarantees or warranties of merchantability and MegaMet shall have no liability for consequential or incidental damages whatsoever. Customer's remedy or remedies against MegaMet and/or MegaMet's liability relating to performance of the quote or the purchase order or this Agreement shall be limited to those as provided herein. In no event shall the MegaMet's liability cumulatively exceed the purchase price of the product purchased.

10. **ASSIGNMENT/SUBCONTRACTING.** Customer shall not assign any rights under this Agreement, the quote or the purchase order without the prior written consent of the MegaMet. Neither purported assignment nor delegation by Customer shall be binding on MegaMet without such consent.

11. **PROPRIETARY INFORMATION/TITLE TO SPECIFICATIONS.** All written information obtained by MegaMet in connection with a purchase order or quote and which is identified as proprietary, including, but not limited to, any specifications, drawings, blueprints and software programs, or pricing shall remain the property of Customer, will be used by MegaMet only to the extent necessary for performance of the purchase order and will not be disclosed to any third parties without prior written consent of Customer. All written information obtained by Customer from MegaMet, including, but not limited to, pricing contained in any quote or purchase order shall be deemed confidential information and shall not be disclosed to any third party without the express written consent of MegaMet.

12. **SHIPPING, PACKAGING AND LABELING.** All Material purchased hereunder will be packed and packaged to help ensure its safe delivery in accordance with good commercial practice.

13. **THE MEGAMET AS MATERIAL SUPPLIER (NO THIRD PARTY BENEFICIARY).** MegaMet will perform the obligations of this Agreement and the quote or purchase order as an independent material supplier and under no circumstances shall it be considered an agent or employee or subcontractor of Customer. The terms and conditions of this Agreement shall not, in any way, be construed as to create a partnership or any other kind of joint undertaking or venture between the parties hereto and no third party may claim any rights or benefits under this Agreement.

14. **MEGAMET'S INSURANCE.** Customer expressly waives any and all rights which may or may not exist to claim any relief under MegaMet's comprehensive insurance policy, worker's compensation or unemployment benefits. No assignment of payment is authorized without the express written consent of MegaMet.

15. **WAIVER:** The failure of MegaMet to insist in any instance upon the strict performance of any provision of this Agreement, or to exercise any right or privilege granted the MegaMet hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

16. **COMPLIANCE WITH LAWS:** By acceptance of this Agreement, Customer represents and warrants to MegaMet that Customer is in compliance with all applicable federal, state, county and local laws, ordinances, regulations and codes. Customer further agrees to indemnify and hold the MegaMet, its officers, agents and employees, harmless from any loss or damage that may be sustained by the MegaMet, by reason of Customer's failure to comply with any federal, state, county or local laws, ordinances, regulations and codes.

17. **INVOICING/PAYMENTS.** Quotes regarding pricing of Material are based on market conditions and cannot be guaranteed longer than fifteen (15) days unless specifically stated in writing on such quote. Quotes are subject to revisions and/or cancellations should conditions warrant. Customer will receive an invoice from MegaMet with each shipment of Material. Payment is due in full within thirty (30) days from the date of the invoice. Customer will be given a one percent (1%) discount off the balance due for payments received by MegaMet within ten (10) days of the date of invoice. Balances due for more than thirty (30) days shall bear interest at the rate of two percent (2%) per month compounded monthly.

18. **APPLICABLE LAW.** This Agreement shall be governed by, subject to and construed in accordance with the laws of the State of Alabama. This Agreement shall not be modified, supplemented, qualified or interpreted by any trade usage or prior course of dealing not made a part of this Agreement by its expressed terms.

19. **WAIVER OF JURY TRIAL; CONSENT TO JURISDICTION.** The Obligors and MegaMet do hereby waive, to the fullest extent permitted by law, any and all right to trial by jury in any legal proceeding arising out of this agreement, or any of the transactions contemplated hereby; submit to the exclusive personal jurisdiction to the circuit court of Jefferson County, Alabama, and the united states district court for the northern district of Alabama, for the enforcement of any claim under this agreement; and waive any and all personal rights under the law of any jurisdiction to object on any basis (including, without limitation, inconvenience of forum) to jurisdiction or venue for the purpose of litigation to enforce this agreement.

CUSTOMER:

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

MEGAMET:

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