CREDIT AGREEMENT

$ _____

REQUESTED CREDIT LIMIT

301 E. Trinity Blvd. • Grand Prairie, TX 75050
(800) 406-8845 • Fax (972) 823-1199
To check on the status of your application, email: accounting@valuevinyls.com

Please complete all fields and return by fax or email. Please include at least three references along with your Sales and Use Tax Exemption Certificate when returning your credit applications.

COMPANY INFORMATION

Company: _____ Web Address: _____

Bill To Address: _____ D&B #: _____

City: _____ State: _____ Zip: _____ Phone #: ( ) _____

Ship To Address: _____ Fax: ( ) _____

City: _____ State: _____ Zip: _____ Date Established: _____

COMPANY HISTORY

Type of Business: Please check the appropriate box for your business.

☐ L.L.C. ☐ Sole Proprietorship ☐ Corporation ☐ Partnership

Owner: _____ Phone: ( ) _____ E-mail: _____

Purchasing Contact: _____ Phone: ( ) _____ E-mail: _____

A/P Contact: _____ Phone: ( ) _____ E-mail: _____

TRADE REFERENCES

COMPANY	CONTACT	PHONE	EMAIL

Please read and sign the Terms of Agreement on the next page.

VALUE VINYLS, INC.
TERMS AND CONDITIONS OF SALE

1. **Acceptance.** All purchase orders for any products and/or other items (herein "Goods") and acceptance of Goods by any customer (herein "Buyer") is conditioned on Buyer's agreement to the Terms and Conditions. Any additional or different terms proposed by Buyer are objected to and will not be binding upon Seller unless agreed to in writing by Seller.

2. **Price, Taxes and Interest Charges.** Prices quoted are F.O.B., Seller's manufacturing facility, and the amount of any local, state or federal taxes on the Goods shall be added to the price and paid by Buyer. Buyer represents that Buyer is solvent and can and will pay for the goods sold to Buyer in accordance with terms hereof. All shipments shall be subject to the approval of Seller's credit department. Seller reserves the right before making any delivery to require payment in cash or security for payment and if Buyer fails to comply with such requirement. Seller may require payment in cash or security for payment and if buyer fails to comply with such requirement, Seller may terminate any contract with Buyer affected thereby. An interest charge of one and one-half percent (1-1/2%) monthly (18% annual rate) or the maximum allowed by state law may be charged by Seller on all past due accounts.

3. **Delivery.** IN NO EVENT SHALL SELLER BE LIABLE FOR ANY CLAIMS FOR LABOR OR FOR ANY CONSEQUENTIAL OR ANY OTHER DAMAGES RESULTING FROM FAILURE OR DELAY IN DELIVERY. NO DELIVERY DATES ARE GUARANTEED.

4. **Changes in Design.** The Seller reserves the right to discontinue the manufacture or sale of any model, style or type of the Goods, or of any parts or accessories thereto, and the right to change or alter the design or composition of the Goods, parts or accessories without notice, and the Seller shall incur no liability thereby nor any obligation to furnish or install any replacement Goods, parts or accessories which were purchased or sold prior to the making of any alteration or changes in design.

5. **Off-Quality and Goods made to Buyer's Specifications.** Seller makes NO WARRANTY WHATSOEVER, EXPRESS OR IMPLIED except as to title, with respect to Goods manufactured, compounded and/or designed to Buyer's own specifications, or if Buyer has requested off-quality Goods or seconds, Buyer shall at its own expense defend and hold Seller harmless from and against any claim, suit, expense or otherwise, which shall be asserted or brought against Seller by reason of its manufacture or sale of such Goods. Buyer accepts such Goods, "AS IS" and "with all faults".

6. **Warranty.** Except as described in clause 5 above, the Seller warrants that the Goods (a) are in accordance with the provisions of any product-specific written warranty published and delivered to Buyer from Seller, or (b) in the absence of a product-specific warranty warrants that the same are in accordance with the Seller's published specifications at the time of order and that it will repair or replace, at Seller's option, such Goods as fail to conform to its published specifications, provided notice of claim under this warranty is given within a period of not more than thirty (30) days following shipment. The Seller shall in no event be responsible for the cost of field labor, production costs or charges incurred by Buyer returning any products to the Seller for repair or replacement. No return shall be made without prior written approval from the Seller.

7. **Exclusion of Other Warranties.** EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH ABOVE, THERE ARE NO WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, WHICH APPLY TO THE GOODS. NO WARRANTIES OR REPRESENTATION AT ANY TIME MADE BY AND REPRESENTATIVE OF THE SELLER SHALL BE EFFECTIVE TO VARY OR EXPAND THE ABOVE EXPRESS WARRANTY OR ANY OTHER TERMS THEREOF.

8. **Liability Limitation.** Seller's liability hereunder shall be limited to the obligation to repair or replace the Goods pursuant to clause 6 above. Seller's total cumulative liability in any way arising from or pertaining to any Goods sold or required to be sold under any contract shall NOT, in any case, exceed the purchase price paid by the Buyer for such Goods. IN NO EVENT SHALL SELLER HAVE ANY LIABILITY, INCLUDING BUT NOT LIMITED TO LOSS PROFITS, COMMERCIAL LOSS, CLAIMS FOR LABOR, OR ANY CONSEQUENTIAL DAMAGES OF ANY OTHER TYPE WHETHER BUYER'S CLAIM BE BASED IN CONTRACT, TORT, WARRANTY, STRICT LIABILITY, OR OTHERWISE. IT IS EXPRESSLY AGREED THAT BUYER'S REMEDIES EXPRESSED IN THIS PARAGRAPH ARE BUYER'S EXCLUSIVE REMEDIES.

9. **Collection on Account.** There is a fee associated with past-due balances that are turned over to a collection agency for pursuit of payment. Seller will give Buyer ample notice before any account is turned over to collections. Once an account has been turned over to collections all payments for that account must be paid to the agency. For this reason, if Buyer decides to do business again with the Seller after a past-due balance has been turned to collections Buyer must pay their entire balance plus any fees associated with the collections process (which can be as high as 33.33% of the total balance turned).

10. **Governing Law and Jurisdiction.** This agreement shall be governed by and construed in accordance with the laws of the State of Texas, without giving effect to principles of conflicts of law. Any dispute arising out of or relating to this Agreement shall be brought exclusively in the Federal or State Courts located in Dallas County, Texas, the jurisdiction and venue of which the parties irrevocably consent to for this purpose.

Authorized Signature: _____ **Date:** _____

I have read and accept the attached Terms and Conditions of Sale.