



ACCOUNT APPLICATION

(All 3 pages of Application must be completed)

Page 1 of 3

**AMERICAN
PRODUCTS, INC.**

Company Name: _____

Applying For: COD Account___ Net 30 Account___ Desired Credit Limit_____

Billing Address

Shipping Address

Address:	Address:
City, State, Zip:	City, State, Zip:

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

Company Information (Required For All Accounts)

Key Contact: _____ **Title:** _____

President: _____ **SS# or Driver's License # (Required):** _____

Vice-President: _____ **SS# or Driver's License # (Required):** _____

Purchasing Agent: _____ **SS# or Driver's License # (Required):** _____

Others Authorized to Place Orders &/or Sign Checks: _____ **SS# or Driver's License # (Required):** _____

Type of Business: _____ **Estimated Annual Sales:** _____

Ownership: Individual___ Partnership___ Corporation___ in the state of _____

Date Business Started: _____ **Tax ID Number:** _____

Re-Sale Certificate#: *(Please Attach Copy)* _____

Bank Reference (Required For All Accounts)

Name of Bank: _____ **Account Number:** _____

Address: _____ **City:** _____ **State:** ___ **Zip:** _____

Contact: _____ **Phone:** _____ **Fax:** _____

Trade References (Required For Net 30 Accounts Only)

Provide six (6) references. If glazing subcontractor, please include at least three major glass suppliers.

	Company	Account Number	Telephone	Fax
1.				
2.				
3.				
4.				
5.				
6.				

By signing this agreement, I represent that I have the authority to act as a legal representative for the above stated company. I attest to the company's financial responsibility, ability, and willingness to pay all invoices in accordance with terms stated on our Terms and Conditions of Sale Agreement and each Confirmation of Sale. I authorize American Products, Inc. (API) to investigate our references for the purpose of extending credit.

Authorized Signature: _____ **Date:** _____



Joint Personal Guaranty

We, _____, _____, and _____,
Name Title Spouse (If unmarried, so state.)

residing at _____
Complete Address

and _____, _____, and _____,
Name Title Spouse (If unmarried, so state.)

residing at _____
Complete Address

for and in consideration of your extending credit at our request to _____
Name of Company

_____ (hereinafter referred to as the "Company").

I/We hereby personally guarantee to American Products, Inc. (API) in Tampa, Hillsborough County in the state of Florida, the payment of any obligation of the Company whenever the Company shall fail to pay the same. It is understood that this guaranty shall be a continuing and irrevocable guaranty and indemnity for such indebtedness of the Company. We hereby waive notice of default and non-payment and consent to any modification or renewal of the credit necessary to refer the collection of this guaranty to an attorney. We do hereby agree to pay all costs of collection, including the payment of a reasonable attorney's fee. This agreement may be terminated (so far as relates to new obligations of the company) only upon written notice to that effect, delivered by the Guarantor to API and duly received.

Signature of Principal _____

Signature of Spouse _____

Witness _____ **Date** _____

Signature of Principal _____

Signature of Spouse _____

Witness _____ **Date** _____

TERMS AND CONDITIONS OF SALE AGREEMENT

Hours of Operation

Our phones are staffed Monday thru Friday, 8:30am-5:00pm EST at (813) 925-0144. You can also contact us 24 hours a day, 7 days a week via e-mail at info@americanprod.com or fax at (813) 925-1414.

Placing an Order

Simply phone, fax, or e-mail your order to us. Please use item numbers and color chart codes from the catalog. It is best to fax us a Purchase Order (PO) on your company letterhead so that we may confirm all of your company information. If you are ordering custom fabrication and/or colors, please include your quote number on your PO so that we may reference it quickly.

Pricing & Availability

Prices are subject to change without notice. List prices do not include freight and crating charges or applicable taxes. Call our Sales Staff for detailed information.

Custom and Special Orders

Orders consisting of special finishes, custom extrusions, or non-stocked items require a 50% upfront deposit. Typically, the remaining 50% is due prior to or at the time of delivery. Set-up charges and minimum quantities may apply to some orders. Custom and special orders may not be returned or cancelled. Materials fabricated to customer's specification will not be held in our warehouse longer than 30 days beyond the requested shipping date. After 30 days, we may ship and invoice these materials.

Brake Metal

No claim for incorrect brake metal and/or for damaged brake metal will be considered by API unless damaged and/or incorrect brake metal is returned (at buyer's expense) to API for our inspection. Claims must be made within 24 hours from receipt of material. Upon API's inspection and approval, API will reimburse the buyer for reasonable return freight costs and any brake metal replaced by API at no additional charge must be fabricated to its originally ordered size. API is not responsible when the buyer scratches (damages or alters brake metal in any way), causes incorrect field fabrication to and or incorrectly measures and or misplaces brake metal.

Patents

API is indemnified against any infringement claim by the customer supplying designs for custom products.

Terms of Sale

Prices, terms and conditions of sale are those in effect at time of delivery and are subject to change without notice. All orders are subject to acceptance upon receipt of specifications. API is not responsible for damaged or lost materials unless directly caused by our employees. API makes no warranty or representation that application of its materials will be in compliance with federal, state, or local codes, regulations or laws. API reserves the right to select freight carriers. All payments are due at the home office of API located in Tampa, Florida, Hillsborough County, where venue shall lie for all legal actions commenced in connection with this agreement.

Payment Options

With approved credit, your order can be charged to your Net 30 account. Simply complete and return an API credit application. All other orders will be shipped COD or pre-paid unless other payment options have been made. COD customers may pay in advance (prior to shipment) to avoid COD charges from the freight line.

For Open Account Customers

Our terms are net 30 days. All payments are due at the home office of API located in Tampa, Florida, Hillsborough County. All orders are subject to credit approval at the time of order. All orders are subject to your assigned credit limit. New orders along with previous open invoices must not exceed your credit limit. In the event that your account is not paid when due, interest at the highest legal rate per annum shall accumulate on the total amount remaining

due, and all cost of collection shall be paid by the customer including court costs and a reasonable attorney's fee.

Tax

Any tax or government charge on the production, sale and/or shipment of goods sold at current quoted prices now imposed by Federal, State, or Municipal authorities, or hereafter becoming effective within the period that such quotations remain in force, shall be paid by the buyer. The amount of tax or charge added to each invoice shall not be subject to any cash or other discount.

Order Confirmation

Before any order is shipped, you will be faxed or e-mailed a "Confirmation of Order" sheet outlining all items and shipping charges. Simply thoroughly review, sign the Confirmation, fax it back to us, and your order will be processed promptly.

Lead Times

Items in stock are typically shipped within one business day (allow for weekends) of receipt of Confirmation of Order. Please call ahead for approximate ship dates for non-stocked items, specialty colors, and custom fabrications.

Shipping

Orders are shipped F.O.B. API, Tampa, Florida, best way. Depending on the shipping destination, API utilizes many different carriers. If you have specific delivery requirements, tell us and we will do our best to accommodate your needs. To expedite shipping, small quantities of stock lengths may be cut at your request, although, we will not cut to exact lengths. Additional costs may apply.

Damaged Goods and Shortages

No claim for damaged materials will be allowed after signing for materials in good order. API claims no responsibility for damaged goods or shortages caused by the carrier. It is the consignee's responsibility to file a claim directly with the carrier. Please maintain all damaged goods and packaging for inspection. If you accept a damaged shipment or short order from the carrier without written notification, you do so at your own risk.

Return

Written permission from API must be obtained prior to any returns. Please contact us for a Return Authorization Form (RAF). When permission is granted for return, a 25% handling/restocking fee will be charged and all transportation costs will be paid by the buyer. All returns must be submitted within 30 days of receipt of shipment, and returned materials must be received in our warehouse within 14 days of having returned to us your completed RAF.

Return transportation charges must be pre-paid by the returning party. The return will be refused if there are any imperfections to the product. These include scratches, tape marks, etc. To prevent damage in shipment, the products should be packed together tightly with protective materials between components. After we receive the material in an acceptable condition, we will credit your account for the amount of the return minus valid charges. If after 30 days your credit has not been used, a check will be sent to you for the amount of the return. If goods are returned due to our error, we will pay transportation charges and waive restocking fees.

Cancellation Policy

Once a Purchase Order is issued to API the customer is responsible for taking delivery of material within 30 days, after 30 days we may ship and invoice these for said materials and all associated delivery & production charges.

Limited Warranty

We make no other express or implied representation or warranty of any kind regarding the products whether as to merchantability, fitness for a purpose or use, or any other matter. In particular, we assume no responsibility for improper usage, failure of products on account of faulty installation or building construction or design. If material is replaced by us because of error, the purchaser's exclusive remedy, in lieu of all incidental, special or consequential damages, including, to the extent allowed by law, any case of negligence, is limited to a refund or the furnishing of another product as heretofore described.

By signing this agreement, the company stated below agrees to abide by the Terms and Conditions of Sale Agreement when purchasing from American Products, Inc. (API). The undersigned represents that he/she is an officer or owner of the company and has the authority to act as a legal representative for the company stated below.

Company Name: _____

Authorized Signature: _____ Title: _____

Printed Name: _____ Date: _____