
ACCOUNT APPLICATION:

COMPANY NAME: _____

PHYSICAL ADDRESS: _____

BILLING ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

CONTRACTORS LICENSE NO: _____ FEDERAL TAX ID: _____

PHONE: _____ FAX: _____ EMAIL: _____

CHECK ONE: SOLE PROPRIETOR: PARTNERSHIP: CORPORATION

SOLE PROPRIETOR/PARTNERSHIP COMPLETE THE FOLLOWING:

NAME: _____ SPOUSE'S NAME: _____

RESIDENCE ADDRESS: _____ CITY/STATE: _____

PHONE: _____ DRIVERS LICENSE: _____

SOCIAL SECURITY NO: _____ SPOUSES: _____

CORPORATION COMPLETE THE FOLLOWING:

PRESIDENT: _____ VICE PRESIDENT _____

SECRETARY: _____ DATE INCORPORATED: _____

STATE OF CORPORATION: _____ PHONE: _____

PURCHASE ORDER REQUIRED: JOB NUMBERS: _____

ACCOUNTS PAYABLE CONTACT: _____

CURRENT TRADE REFERENCES:

NAME: _____ FAX: _____

ADDRESS: _____ CITY/STATE/ZIP: _____

ACCOUNT NO: _____

CURRENT TRADE REFERENCES CONTINUED:

NAME: _____ FAX: _____
 ADDRESS: _____ CITY/STATE/ZIP: _____
 ACCOUNT NO: _____

NAME: _____ FAX: _____
 ADDRESS: _____ CITY/STATE/ZIP: _____
 ACCOUNT NO: _____

BANK REFERENCE:

NAME: _____ CONTACT: _____
 ADDRESS: _____ CITY/STATE/ZIP: _____
 CHECKING ACCT #: _____ OTHER ACCT #: _____
 PHONE NO: _____

CREDIT TERMS AND POLICY

ORIGINAL INVOICES WILL BE MAILED TO THE STATED BILLING ADDRESS. TERMS ARE 30 DAYS FROM DATE OF INVOICE. ANY INVOICE (OUTSTANDING BALANCE) NOT PAID ACCORDING TO OUR TERMS WILL BE CONSIDERED PAST DUE AND SUBJECT TO SERVICE CHARGE IN THE MAXIMUM AMOUNT ALLOWED BY LAW. SHOULD THE ACCOUNT BECOME PAST DUE, YOUR RIGHT TO PURCHASE ON CREDIT MAY BE SUSPENDED.

IT IS AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES HERETO THAT A FACIMILE COPY OF THIS DOCUMENT, DATED AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE PURCHASER SHALL BE CONSIDERED AN ORIGINAL DOCUMENT AND ENFORCED AS SUCH. YOU ALSO AGREE TO ALL TERMS AND CONDITIONS OF THE JOB TICKET(S) AND THOSE TERMS AND CONDITIONS ARE INCORPORATED INTO THIS CREDIT APPLICATION
 ALL INFORMATION AND REPRESENTATION IN THIS CREDIT APPLICATION IS TRUE AND CORRECT. I UNDERSTAND THAT PAYMENT IS REQUIRED WITHIN THE TERMS STATED ABOVE. I FURTHER UNDERSTAND AND AGREE TO PAY THE COST OF COLLECTION OF PAST DUE AMOUNTS INCLUDING ATTORNEY AND COURT FEES.

I AUTHORIZE A REPRESENTATIVE OF NEW IMAGE ENTERPRISES, INC. TO OBTAIN CREDIT AND BANKING HISTORY FOR THE PURPOSE OF OPENING AN ACCOUNT WITH MODULEX. I FURTHER STATE THAT I AM AUTHORIZED TO SIGN THIS DOCUMENT ON BEHALF OF: _____.

DATE: _____ PRINT NAME: _____
 SIGNATURE: _____
 TITLE: _____

PERSONAL GUARANTEE

THE UNDERSIGNED HEREBY UNCONDITIONALLY GUARANTEE(S) THE FULL AND PROMPT PAYMENT TO MODULEX WHEN DUE ALL INDEBTNESS, OBLIGATION, AND LIABILITIES OF THE CUSTOMER NAMED IN THIS CREDIT APPLICATION, INCLUDING ALL AMOUNTS NOW OWING AND ARISING IN THE FUTURE, AND INCLUDING ANY INTEREST, ATTORNEY FEES AND COLLECTION AND COURT COSTS. THE UNDERSIGNED AGREES TO BE PERSONALLY BOUND BY ALL CREDIT TERMS OF THIS APPLICATION. THIS GUARANTEE SHALL CONTINUE IN FORCE UNTIL NOTICE IN WRITING SENT BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, IS RECEIVED BY MODULEX. THIS NOTICE SHALL SPECIFY THE DATE OF TERMINATION NOT TO BE LESS THAN 7 DAYS AFTER THE NOTICE IS RECEIVED AND SHALL NOT AFFECT ANY CHARGES FOR TRANSACTIONS WITH THE CUSTOMER THAT WERE ENTERED INTO PRIOR TO THE TERMINATION DATE.

DATE: _____ PRINT NAME: _____ SIGNATURE: _____
 DATE: _____ PRINT NAME: _____ SIGNATURE: _____

TERMS AND CONDITION OF SALE

1. **DELIVERY AND SHIPMENT:** All risk of loss, damage and other incidents of title and ownership shall pass to Purchaser upon delivery to carrier at Seller's shipping point and such delivery shall constitute delivery to Purchaser. Purchaser is responsible for adequate access to delivery location and assumes liability for damage to property or equipment when trucks and or forklifts are directed to leave highways or accepted streets for material placement.
2. **DELAYS, SHORTAGES OR FAILURE TO DELIVER:** All orders are accepted subject to delays or failure in delivery caused by war, demands or requests of governmental authority, national defense, civil commotion, strike, labor trouble, fire, flood accident, failure in production or production equipment, inability to obtain fuel, power, raw materials, or shipping capacity, or other causes beyond the reasonable control of the Seller.
3. **WARRANTY:** Seller warrants that the products sold by it are free from defects in materials at the time of shipping. This express warranty is in lieu of and excludes all other warranties express or implied. Any warranty of fitness for purpose is expressly disclaimed by Seller. Seller shall have the right at its option to replace or repair any defective products, to refund the purchase price or to grant a reasonable allowance on account of such defects. In any event Seller's liability for defective products is limited to the purchase price of such defective products.
4. **INSPECTION:** Purchaser shall carefully inspect Seller's products before commencing installation, and if for any reason, Seller's products are regarded as unsatisfactory, Purchaser shall notify Seller before installation is commenced. Seller shall not be liable for any claims made after the commencement of installation for products with any apparent or surface defect, or which are claimed to be incorrectly sized, packaged or matched. Variances are inherent in all building material products. Any question regarding the quality or acceptability for use of a product must be resolved before installation, and no adjustments or guarantees of durability of any nature will be made after products are installed.
5. **Non-stock or special order items are NON-REFUNDABLE.** If items are accepted by Seller for re-stocking, a 25% restocking charge will be payable. No Return without authorization of Seller. In any case, materials must be returned within 30 days to receive credit, and are subject to count and inspection at our yard. Credit will be issued only if the material can be resold as first class. Responsibility of returning material is with customer.
6. **ATTORNEY'S FEES AND COSTS:** Purchaser agrees to pay actual cost of all attorneys' fees, collection fees and other reasonable costs the seller may incur in the enforcement of this obligation. Purchaser warrants that he is solvent and at all times capable of entering into this agreement. Continued solvency and a good credit rating is a condition of this agreement.
7. **Credit terms are Net 30.** The bill will be delinquent on the 31st day following the invoice date. If an account is not paid by the end of the 30th day, the account will be classified "Past Due" and will be placed on cash only basis until the account is brought current. Past due accounts shall be subject to a finance charge in an amount equal to 1.5% per month provided that in the event the maximum legal rate which may be charged with respect to accounts of this type shall be less than 1.5% per month, then finance charge shall be equal to the maximum legal rate.
8. **APPLICABLE DISCOUNTS:** Positively no discounts will be allowed if remittance is postmarked after the 10th Day.
9. There will be a service charge of \$25.00 on all checks returned by customer's bank.
10. **QUOTATIONS:** Unless otherwise specified, quotations are for information only and are not intended as an offer and are subject to change without notice, in all respects including prices, delivery dates, terms, quantities or specifications.
11. **ALL PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE.**
12. All state, federal and local taxes are the responsibility of the Purchaser.
13. These terms and conditions, as well as Seller's invoice, shall constitute the sole and entire contract between Seller and Purchaser, and shall supersede any additional or inconsistent terms set forth in the purchase order or other documentation.

Signature _____ Date _____