

Welcome as a New Customer to Modulex:

When placing your first order with our company, we need a credit application completed to set your account up in our computer system. Processing of your account for terms can take a minimum of 7 to 10 days, depending on response time from references given. Please return the completed information to me as soon as possible so that I can add your company to our database, and start processing your account. We do except Visa and MasterCard, so I am including a credit card authorization form, which would allow immediate processing of your order. If you wish to use credit card only and do not want to apply for terms, you will still need to fill out the company information portion of the Credit Application as well as the Credit Card Authorization form so that your account can be entered into our computer system accurately.

Also attached is a copy of our order form for your use in completing orders. When filled out completely it can eliminate the need for follow up calls to clarify information, which will help in speeding up the processing of your orders. Please make a master copy for your files.

Please call if you have any questions.

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: _____

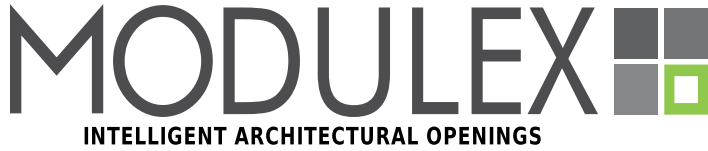
ACCOUNTS PAYABLE CONTACT: _____

CURRENT TRADE REFERENCES:

NAME: _____ FAX: _____

ADDRESS: _____ CITY/STATE/ZIP: _____

ACCOUNT NO: _____



4944 Boylan St
Bakersfield, California 93308
T 800.966.8724 F 661.322.6714

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 MODULEX 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 _____

California Resale Certificate

I HEREBY CERTIFY:

1. I hold valid seller's permit number: _____
2. I am engaged in the business of selling the following type of tangible personal property:

3. This certificate for the purchase from Modulex of the item(s) I have listed in paragraph 5 below.
[Vendor's Name]
4. I will resell the item(s) listed in paragraph 5, which I am purchasing under this resale certificate in the form of tangible personal property in the regular course of my business operations, and I will do so prior to making any use of the item(s) other than demonstration and display while holding the item(s) for sale in the regular course of my business. I understand that if I use the item(s) purchased under this certificate in any manner other than as just described, I will owe use tax based on each item's purchase price or as otherwise provided by law.
5. Description of property to be purchased for resale:

6. I have read and understand the following:

For Your Information: A person may be guilty of a misdemeanor under Revenue and Taxation Code section 6094.5 if the purchaser knows at the time of purchase that he or she will not resell the purchased item prior to any use (other than retention, demonstration, or display while holding it for resale) and he or she furnishes a resale certificate to avoid payment to the seller of an amount as tax. Additionally, a person misusing a resale certificate for personal gain or to evade the payment of tax is liable, for each purchase, for the tax that would have been due, plus a penalty of 10 percent of the tax of \$500, whichever is more.

NAME OF PURCHASER

SIGNATURE OF PURCHASER, PURCHASER'S EMPLOYEE OR AUTHORIZED REPRESENTATIVE

PRINTED NAME OF PERSON SIGNING

TITLE

ADDRESS OF PURCHASER

TELEPHONE NUMBER

DATE

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CREDIT CARD AUTHORIZATION FORM
VISA & MASTERCARD ACCEPTED

DATE: _____

I _____, hereby authorize Modulex Inc.

To use the following Credit Card information to charge purchases made from Modulex:

NAME AS IT APPEARS: _____

BILLING ADDRESS: _____

PHONE#: _____

CARD #: _____ EXP. DATE: _____

EIC#: _____ (3 digits on back right side)

SIGNATURE: _____

COMPANY NAME: _____

INVOICE AMOUNT: _____

LIMITED WARRANTY

Modulex warrants to the original consumer purchaser that all its Modulex Delta Aluminum Door and Window Frames, when utilized for interior frame use, will be free from defects in material workmanship for a period of one year from the date of purchase.

This warranty is applicable only when the products covered by it:

- 1) Have been installed in accordance with the recommended written installation instructions of Modulex and with established building practices.
- 2) Have been accorded treatment which is considered good practice in the Building Industry regarding storage and maintenance.
- 3) Have been subjected only to normal use because Modulex cannot control the manner in which its products are handled after leaving its premises.
- 4) This warranty does not apply to the finish or accessories of any product, and shall not apply to any frame exposed to a corrosive or humid environment.

ANY AND ALL IMPLIED WARRANTIES APPLICABLE HERETO ARE LIMITED TO ONE YEAR FROM THE DATE OF PURCHASE. Any repair or replacement made pursuant to this warranty is guaranteed for a period of the greater of the expiration warranty period or thirty (30) days. Some states do not allow limitations on how long an implied warranty lasts so the above time limitation may not apply to you.

In the event the original consumer purchaser of any Modulex Aluminum Door or Window Frame believes that the frame or any parts thereof covered by this warranty is defective, a letter outlining the alleged defects should be sent postage prepaid to the following address:


MODULEX
4944 Boylan St
Bakersfield, Ca 93308

Any Modulex Delta Aluminum Door or Window Frame or any parts thereof covered by this warranty which, upon inspection by an authorized Representative of Modulex are found by said Representative to be defective, will at the option of Modulex be either repaired, replaced or the purchase price of the frame or component part refunded. Liability is limited to repair, replacement or refund and does not include labor, installation cost, or indirect or consequential damages of any nature. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion, set forth in this paragraph, may not apply to you.

Any dispute with respect to this warranty shall be resolved by binding arbitration between the parties in accordance with the Rules of the American Arbitration Association.

This warranty gives you specific legal rights, and you may also have other rights, which vary, from state to state.

FRAME ORDER FORM

	ORDER DATE: _____	P.O. #: _____
	SOLD TO: NAME _____ ADDRESS _____ CITY _____ ST. _____ ZIP _____ CONTACT _____ PHONE _____ FAX _____	SHIP TO: NAME _____ ADDRESS _____ CITY, ST, ZIP _____ CONTACT _____ PHONE _____

MODULEX BILL OF MATERIALS	ELEV. NO.	QTY.	WALL SIZE <small>(inches)x(fract)</small>	FINISH	Fire Rating	DOOR SIZE WIDTH X HEIGHT <small>(feet/inches)x(feet/inches)</small>	GLAZING SIZE I.D. WIDTH X I.D. HEIGHT <small>(feet/inches)x(feet/inches)</small> (ATTACH DRAWING)	TRIM STYLE	PRE- MORTISE HANDING <small>(CHART REQ)</small>	STRIKE PREP.	HINGE PREP	CUT	MARK NUMBERS
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Modulex Use Only	A	3	4	7/8	Clear	20 Min	3	0	8	0	1	6	8	0	1 1/2"	SMR	SP234	445	X	1, 2, 3
	Sample																			

NOTES:

INSTRUCTIONS:

- 1. ELEV. - Drawing elevation number for reference.
- 2. QTY. - Quantity of line item ordered.
- 3. WALL SIZE - Use one of the following choices:
3 0/0, 3 1/4, 3 1/2, 3 3/4, 4 5/8, 4 7/8, 5 1/4, 5 3/8, 5 5/8, 6 1/4, 6 7/8, 7 1/4
- 4. FINISH - Use one of the following choices:
CLEAR (anodized)
BRONZE (anodized)
BLACK (anodized)
PAINT (Specify color in note area at bottom of form.) Charge Applies
- 5. FIRE RATING - Specity 20 Min Neg or Pos Pressure. Will be Non Rated if not noted.
- 6. DOOR SIZE - Standard / nominal door call out size.
- 7. GLAZING SIZE - Inside dimension of finished glazing opening.
ATTACH DRAWINGS OF ALL GLAZING UNITS!!!


- 8. TRIM STYLE
1", 1 1/2", 2"
- 9. PREMORTISE HANDING - Use one of the following:
SMR - Non-handed for field mortising.
RH - Butt-to- butt right hand swing.
LH - Butt-to-butt left hand swing.
RHR - Butt-to-butt right hand reverse swing.
LHR - Butt- to- butt left hand reverse swing.
PAIR - Pair of doors.

- 10. STRIKE PREP. - Use one of the following choices:
SP234 - 2 3/4" snap in strike plate for cylindrical locks.
ASA - Backer for standard ASA lock mfg. strike plate.
- 11. HINGE PREP. - Use one of the following choices:
PER DOOR LEAF - 5/16" DOOR BACKSET REQUIRED!!!!
345 - 3 each 4 1/2" standard template hinge (.134 thickness)
445 - 4 each 4 1/2" standard template hinge (.134 thickness)
- 12. CUT - Place an "X" for material CUT NET height. (No Scribe),
If not marked, material will be provided with 1" Scribe.
- 13. MARK NUMBER - I.D. number to appear on item box label.

SUPPLY HARDWARE LOCATIONS or Provide Manufacturer Location Name

HARDWARE LOCATION	From inside top of frame; to top of each hinge and centerline of strike plate				
CHART	1st Hinge	2nd Hinge	3rd Hinge	4th Hinge	Centerline Strike Plate

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