



Sheet Metal, Inc.

BWI Commerce Park, 7501 Connelley Drive
Hanover, Maryland 21076
(410) 760-6401
FAX No. (410) 760-6365

CREDIT AGREEMENT

Customer Name: _____
__Corporation __Partnership __Sole Proprietorship __Limited Liability Co. State of Origin: _____
Type of Business: _____ No. of Years in Business: _____
Federal ID#: _____ Business License #: _____ Sales Tax Exempt # _____
Dunn and Bradstreet Number: _____

Mailing Address: _____
Shipping Address: _____
Phone Number: _____ Fax Number: _____

Person to Contact Regarding Invoices: _____ Phone No: _____ Ext. _____

Parent Company: _____
Mailing Address: _____
Shipping Address: _____
Phone Number: _____ Fax Number: _____

INFORMATION ON PRINCIPALS defined as:

For Proprietorship or Partnership: List all Owners and/or Partners.

For Corporation or Limited Liability Company: List all Officers, Directors, Members and Majority Stockholders.

| Name | Address | Phone | Social Sec. No. | Position |
|------|---------|-------|-----------------|----------|
| | | | | |
| | | | | |
| | | | | |

Have any of the companies or principals listed above ever been a debtor in a bankruptcy proceeding? _____

Has any judgment ever been entered against any of the companies or principals listed above? _____

Are there any legal actions or arbitration pending against any of the companies or principals listed above? _____

CREDIT REFERENCES (Attach separate schedule if necessary)

Bank: _____ Account # _____
Address: _____
Phone No. _____ Fax No. _____ Contact Name: _____

TRADE REFERENCES

Name: _____ Account # _____ Phone No. _____
Address: _____ Contact Name: _____

Fax No. _____

Name: _____ Account # _____ Phone No. _____
Address: _____ Contact Name: _____

Fax No. _____

Name: _____ Account # _____ Phone No. _____
Address: _____ Contact Name: _____

Fax No. _____

TERMS AND CONDITIONS

1. I/we certify that this information is correct, complete and that we are able to pay within Forty-five days of each invoice date. I/we further understand that Ample Sheet Metal, Inc. will rely on this information for the extension of credit. I/we authorize Ample Sheet Metal, Inc. from time to time to obtain Business and Consumer Credit Reports on Customer or any principals listed above or to obtain credit and funding information from any other source. This is not an agreement by Ample Sheet Metal, Inc. to lend money; it is an agreement by Customer for the benefit of Ample Sheet Metal, Inc. to determine to extend credit. Ample Sheet Metal, Inc. may change credit limits or other credit terms at any time, in its sole discretion. No modifications may be made otherwise to this Agreement, except in writing signed by Ample Sheet Metal, Inc.
2. Customer agrees to pay all costs incurred in collection, including attorney's fees in the amount of 1/3 of the total balance due if this account is placed with an attorney for collection, whether suit is filed or not. Customer expressly agrees to submit to personal jurisdiction in Maryland and agrees that the forum for any litigation pursuant to this Agreement or any other contract between Ample Sheet Metal, Inc. and Customer, whether Ample Sheet Metal, Inc. or Customer brings suit, shall be the County of Anne Arundel, Maryland. This Agreement shall be governed by and construed in accordance with the laws of Maryland.
3. Customer further agrees to pay all amounts due under this Agreement until Ample Sheet Metal, Inc. has received written notice closing this account, mailed by U.S. Mail Certified Return Receipt Requested. In the event other entities or individuals order or use the labor or materials pursuant to this Agreement, it is agreed that both the Customer and such other legal entities or individuals shall be obligated for all amounts due under this Agreement.
4. All mechanic's lien, payment bond or similar waivers or restrictive endorsements on checks shall be effective only to the total dollar amount of payments actually received without any bankruptcy filing for ninety days thereafter. Customer agrees that Ample Sheet Metal, Inc. retains its mechanic's lien, payment bond or other legal rights for unpaid deliveries, regardless of what other waiver documents may imply otherwise. Customer further agrees that Ample Sheet Metal, Inc. has the right to determine, in its sole discretion, how to apply payments and which invoices to pay with all payments received on this account, despite any advice to the contrary.

5. Customer agrees that all funds owed to Customer from anyone or received by Customer to the extent those funds result from the labor or materials supplied by Ample Sheet Metal, Inc. shall be held in trust for the benefit of Ample Sheet Metal, Inc. (Trust Funds). Customer may commingle Trust Funds, but agrees it has no interest in Trust Funds held by anyone and to promptly account for and pay to Ample Sheet Metal, Inc. all such Trust Funds.
6. Ample Sheet Metal, Inc. agrees to replace or, at Ample Sheet Metal's option, repair any defective goods within a reasonable time. Buyer's remedies for any delay or any defect in the materials are subject to and limited by any limitations contained in the manufacturer's terms and conditions to Ample Sheet Metal, Inc. Further, Buyer's sole and exclusive remedy and Ample Sheet Metal's limit of liability for any and all loss or damage resulting from defective goods shall be for the purchase price of the particular delivery and materials with respect to which loss or damage is claimed, plus any transportation charges actually paid by the Buyer. In no event shall Ample Sheet Metal, Inc. be liable for any damage due to delay of any type, nor consequential, special or punitive damages. THE FOREGOING WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF TITLE, AGAINST LIENS, INFRINGEMENT, THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.
7. Buyer shall make a careful inspection at the time of delivery. Buyer's failure to give written notice specifying any claim within ten (10) days of delivery shall constitute an unqualified acceptance of the labor and material delivered and a waiver of all claims. Ample Sheet Metal, Inc. will not be liable for any damage, warranty, or remedy and back charges will not be accepted without prior notification, an opportunity to view and repair, replace or otherwise cure, and approval by Ample Sheet Metal, Inc. No returned product will be accepted without prior approval. A restocking charge of 25% will apply on products approved for refund. Ample Sheet Metal, Inc. may stop the manufacture of supply of any labor or material when it, in its sole discretion, determines that Buyer is in breach of this Agreement or any other contract with Ample Sheet Metal, Inc., or Ample Sheet Metal, Inc. has insecurity with respect to funding or creditworthiness, until payment is made and any dispute or insecurity has been resolved.

Applicant(s):

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

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



Sheet Metal, Inc.

BWI Commerce Park, 7501 Connelley Drive
Hanover, Maryland 21076
(410) 760-6401
FAX No. (410) 760-6365

Date: _____

Bank: _____

Dear _____:

You are hereby authorized to release to Ample Sheet Metal, Inc. all banking information requested by Kristi Yazel related to our Account No. _____.

This shall be your good and sufficient authority for so doing.

Sincerely,

Signature and Title

Date