



DECLARATION: The signing of this application authorizes WEATHER GUARD BUILDING PRODUCTS to perform the necessary credit investigation on the above company or individuals. I, authorize the above references to release information necessary for WEATHER GUARD BUILDING PRODUCTS to make an informed credit decision. WEATHER GUARD BUILDING PRODUCTS is authorized to make all inquiries deemed necessary to determine my/our creditworthiness. WEATHER GUARD BUILDING PRODUCTS is authorized to answer questions about their credit experience with us, and share this information with other institutions to secure financing.

The undersigned individual (Customer) who is either a principal of the credit applicant or a sole proprietorship, recognizing that his or her individual credit history may be a factor in the evaluation of the credit history of the applicant, hereby consents to and authorizes the use of a consumer credit report on the Customer by the above named business credit grantor, from time to time as may be needed, in the credit evaluation process.

### **SECURITY AGREEMENTS**

To secure payment for all purchases from Weather Guard Building Products, now and in the future, Debtor hereby grants Weather Guard Building Products a continuing security interest in all of Debtor's presently owned or hereafter (a) goods, (b) instruments, (c) Chattel paper, (d) documents, (e) accounts, (f) accounts receivable, (g) general intangibles, and (h) payment intangibles and together with all proceeds and all support obligations thereof. The following constitute Customer defaults: Non-payment in timely fashion of Customer's indebtedness to WEATHER GUARD BUILDING PRODUCTS, bankruptcy, insolvency, or assignment for the benefit of creditors; misrepresentation in respect of any provision of this or any Agreement between WEATHER GUARD BUILDING PRODUCTS and Customer. In the event of default WEATHER GUARD BUILDING PRODUCTS may declare all unpaid balances due. **Customer authorizes Weather Guard Building Products to file a financing statement describing the collateral**

Customer submits the information contained herein for the purpose of obtaining credit. **Customer expressly agrees to make payment in full to you for the purchases in accordance with your invoice(s).** Should Customer default in any such payment Customer expressly agrees to pay a late charge on any amounts in default at the maximum rate permitted by law, and, at your option, all amounts owed you **by Customer shall become immediately due and payable. Customer further agrees to pay a reasonable attorney's fee and all other costs and expenses incurred by you in the collection of any obligation of Customer pursuant hereto. This agreement shall become effective when accepted by Customer.**

### **TERMS AND CONDITIONS OF ALL SALES**

I, the authorized representative of the Buyer, understand and agree that any contract that is formed between Buyer and WEATHER GUARD BUILDING PRODUCTS, including without limitation all of its divisions, subsidiaries, predecessors and successors (hereinafter "WEATHER GUARD BUILDING PRODUCTS") is expressly conditioned on the following terms and conditions which shall apply to all invoices submitted by WEATHER GUARD BUILDING PRODUCTS to Buyer.

I also understand and agree that it is a condition of any contract formed between Buyer and WEATHER GUARD BUILDING PRODUCTS that any terms or conditions that are contained in any acknowledgment hereof, including without limitation any purchase order issued by Buyer to WEATHER GUARD BUILDING PRODUCTS, which contains any terms or conditions that are inconsistent with or in addition to the terms and conditions stated herein, shall have no force and effect, and that WEATHER GUARD BUILDING PRODUCTS expressly rejects such inconsistent and/or additional terms or conditions.

I also understand and agree that the following terms and conditions shall automatically become a part of all invoice contracts unless WEATHER GUARD BUILDING PRODUCTS and Buyer expressly agree otherwise in writing. This contract contains the entire agreement between the parties, and the failure of either party to enforce any of its rights hereunder shall not constitute a waiver of any other rights hereunder.

- 1. CREDIT INFORMATION.** The Buyer represents and warrants that the information provided in this application for open account and acceptance form for terms and conditions of all sales is for the purpose of obtaining credit and is warranted to be true and accurate.
- 2. INVESTIGATIVE AUTHORITY.** The Buyer specifically agrees that a representative of WEATHER GUARD BUILDING PRODUCTS is authorized to investigate the references listed above as they pertain to the Buyer's credit and financial responsibility.
- 3. QUOTATIONS.** All quotations made by WEATHER GUARD BUILDING PRODUCTS are subject to change without notice, subject to prior sale, and unless otherwise noted, are for immediate acceptance. We reserve the right to cancel contracts upon which full specifications are not given to us within the time allowed. Special material is not subject to cancellation without our written consent.
- 4. WARRANTY AND LIABILITY.** WEATHER GUARD BUILDING PRODUCTS warrants that goods sold hereunder will conform to the description stated herein subject to tolerances and variations consistent with current trade practices and practical testing and inspection methods. WEATHER GUARD BUILDING PRODUCTS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY OR THE WARRANTY OF FITNESS FOR PARTICULAR PURPOSE. WEATHER GUARD BUILDING PRODUCTS delivery of non-conforming goods or non-delivery, shall be limited to repair or replacement of the defective or non-conforming goods or repayment of the purchase price as WEATHER GUARD BUILDING PRODUCTS may in its sole discretion elect. IN NO EVENT SHALL WEATHER GUARD BUILDING PRODUCTS HAVE ANY LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, DAMAGE TO GOODWILL, LOSS OF TIME, INCONVENIENCE OR OTHER COMMERCIAL OR ECONOMIC LOSS, and in no event shall WEATHER GUARD BUILDING PRODUCTS be liable for damages exceeding the purchase price to be paid to WEATHER GUARD BUILDING PRODUCTS hereunder. BUYER AGREES THAT THE LIMITED WARRANTY, AS PROVIDED ABOVE, IS EXPRESSLY SUITED TO ITS PURPOSE AND THAT BUYER WAIVES ANY RIGHT TO CLAIM THAT THE WARRANTY HAS FAILED OF ITS ESSENTIAL PURPOSE.

**5. CLAIMS PROCEDURE.** Buyer agrees to inspect all goods upon delivery and no claims for shortages or delivery of non-conforming goods need be honored by WEATHER GUARD BUILDING PRODUCTS unless written notice of such claim is received by WEATHER GUARD BUILDING PRODUCTS within 30 days of delivery. WEATHER GUARD BUILDING PRODUCTS shall in no event pay or be liable for any claim resulting from the installation, alteration or repair of apparently improper, defective or damaged goods. BUYER ACKNOWLEDGES AND AGREES THAT IT MUST INSTITUTE LEGAL ACTION ON ALL CLAIMS AGAINST WEATHER GUARD BUILDING PRODUCTS WITHIN ONE YEAR OF DELIVERY AND THAT BUYER'S FAILURE TO INSTITUTE LEGAL ACTION ON SUCH CLAIMS WITHIN SUCH ONE YEAR PERIOD SHALL BE DEEMED TO RELEASE WEATHER GUARD BUILDING PRODUCTS FROM ANY AND ALL LIABILITY RELATED TO SUCH CLAIMS. No action may be maintained by the Buyer, which is not commenced within such period notwithstanding any statutory period of limitations to the contrary.

**6. DELAYS.** WEATHER GUARD BUILDING PRODUCTS shall not be liable by reason of any delay in performance of shipment arising from casualty, riots, acts of God, governmental regulation, material, supply or transportation availability, labor difficulties, embargoes or any other cause beyond its control, and if such delay shall extend beyond 30 days, WEATHER GUARD BUILDING PRODUCTS may invoice Buyer for goods delivered. Receipt of goods by Buyer shall constitute acceptance of delivery and WAIVER OF ALL CLAIMS FOR LOSS OR DAMAGE DUE TO DELAY.

**7. TERMS OF PAYMENT.** The terms of sale are Net 30 days from the date of each invoice. All payments received after 30 days from the date of invoice shall be subject to a post-maturity charge at the rate of 2% per month or any lesser charge reflecting the maximum amount legally permissible.

**8. CREDIT.** WEATHER GUARD BUILDING PRODUCTS reserves the right at any time to suspend or change credit terms provided herein or to require full or partial payment in advance if, in WEATHER GUARD BUILDING PRODUCTS sole opinion, the financial condition of Buyer so warrants.

**9. EXPENSES AND ATTORNEYS' FEES.** Buyer agrees to pay WEATHER GUARD BUILDING PRODUCTS, reasonable costs, expenses and attorneys' fees incurred by WEATHER GUARD BUILDING PRODUCTS in enforcing Buyer's obligations or WEATHER GUARD BUILDING PRODUCTS rights hereunder, in collecting any money due from Buyer or in successfully defending against any claim made by Buyer.

**10. GOVERNING LAW.** Buyer agrees that this Agreement shall be construed in accordance with and governed by the laws of the state of Colorado. Buyer further agrees and consents to the jurisdiction of any court located in Denver County, Colorado. Venue for all actions involving WEATHER GUARD BUILDING PRODUCTS and Buyer shall be in DENVER COUNTY, DENVER, COLORADO

**11. SEVERABILITY.** If any provision hereof is determined to be invalid by a court of competent jurisdiction, the remaining terms and conditions hereof shall remain in full force and effect.

I, the authorized representative of the Buyer, have read the above terms and conditions and I understand them. I hereby agree to and accept the above terms and conditions for all sales between WEATHER GUARD BUILDING PRODUCTS and Buyer. By signing this contract, I agree that WEATHER GUARD BUILDING PRODUCTS terms and conditions for all sales will govern this and any future contract between Buyer and WEATHER GUARD BUILDING PRODUCTS. No other terms and conditions will apply. In the event that Buyer's purchase orders set-forth terms and conditions that are contrary to, or in addition to, WEATHER GUARD BUILDING PRODUCTS terms and conditions for all sales, then the above terms and conditions shall exclusively govern any relationship and contract between Buyer and WEATHER GUARD BUILDING PRODUCTS.

**BUYER:** \_\_\_\_\_

**Dated:** \_\_\_\_\_ **Name of Company:** \_\_\_\_\_

**Signature:** \_\_\_\_\_  
It's Authorized Representative

**Title:** \_\_\_\_\_

**WEATHER GUARD BUILDING PRODUCTS**

A GIBRALTAR INDUSTRIES COMPANY 

**CORPORATE BRANCH**

**4850 MOLINE STREET**

**DENVER, CO 80239**

**GUARANTY AGREEMENT  
INDIVIDUAL AND/OR JOINT**

Date: \_\_\_\_\_

WHEREAS, the undersigned (jointly and severally) have requested WEATHER GUARD BUILDING PRODUCTS

to extend credit from time to time to \_\_\_\_\_ (hereinafter referred to as the "Company"),

WE/I \_\_\_\_\_ and \_\_\_\_\_ being the

\_\_\_\_\_ (title) and residing at \_\_\_\_\_ (herein after referred to as "Debtor"), hereby personally guarantee to WEATHER GUARD BUILDING PRODUCTS the payment when due of all such credits, and also, of all other indebtedness of every kind and character now or at any time hereafter, owing by the Company and whenever the Company fails to pay same within the agreed upon terms. NOW, the Debtor hereby guarantees the prompt payment on demand of all sums now due, or which may become due and owing to WEATHER GUARD BUILDING PRODUCTS together with all costs of collections, including attorney/agency fees, whether suit is filed or not under this GUARANTY AGREEMENT. Guarantor will be liable for any accrued interest at the Weather Guard Rate of twenty-four percent (24%) per annum.

It is further agreed that if suit is filed, all proceedings will be filed in the Judicial systems of the County of Denver, State of Colorado. WHEREAS, it is understood that this GUARANTY AGREEMENT shall be an unlimited, unconditional, and continuing irrevocable guaranty. The undersigned further agrees that notice of any default, by the Company, in payment due and owing to WEATHER GUARD BUILDING PRODUCTS is hereby waived, and WEATHER GUARD BUILDING PRODUCTS shall have the right to proceed against the Debtor directly in lieu of or in combination with proceeding against the Company in event of default in payment.

**GUARANTOR (S):**

**Signature:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**SSI #** \_\_\_\_\_

**STATE OF** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**SSI #** \_\_\_\_\_

**STATE OF** \_\_\_\_\_