

## ACCOUNT APPLICATION INSTRUCTIONS

We are pleased that you wish to establish a purchasing relationship with Functional Fenestration Inc. We look forward to a long and mutually beneficial relationship with your company. In order to process your application and set up your account, we require the attached forms to be completed and signed by an officer, owner or other person authorized to establish a new account and guarantee payment.

The application consists of:

1. FFI New Account Application
2. Account Agreement & Personal Agreement
3. FFI Credit Application
4. FFI Credit Card Authorization
5. Certificate of Resale (for CA only)
6. Terms and Conditions

*Please remember to include fax numbers for all trade and bank references, but do not use toll-free fax numbers. Most companies will not permit use of their toll-free lines for trade references. Also, if you provide us with trade and bank references separately, it is not necessary to list them again but signatures are required. Please be sure to return all required pages as we will not begin processing your application without them.*

Return application by mail or fax to:

**Functional Fenestration Inc  
12612 Crenshaw Blvd.  
Hawthorne, CA 90250-3304  
Fax (323)242-3824**

When your application is received a preliminary account will be established as **Pre-Payment Only** until all bank and trade references have been received. Your credit information will be professionally reviewed and verified.

Credit: Bank Authorization & Continuing Personal Agreement is required.

Pre-Pay/Credit Card: to maintain a credit card on file, please fill out the attached form. Your card will not be charged unless verbal authorization is given. The Bank Authorization is not required.

COD: Effective June 2010, FFI will no longer accept C.O.D. orders or accounts

If requesting an increase in credit, complete the application as a Credit customer. Your company's credit limit with FFI will be evaluated based on your current credit status and payment history.

**A signed Continuing Personal Agreement is required for a line of credit or credit increase.**

### **EXCELLENT SERVICE...EVERY TIME**

Once your account has been established an FFI Customer Service Representative will contact you with information and assistance in selecting the right product. We can assist you with pricing, order status, product availability, or technical information. You can reach Customer Service by calling **(800) 677-0228** Monday through Friday, during the hours of 8am to 5pm PT or you may email one of our departments

For General Assistance	<a href="mailto:service@fenestration.net">service@fenestration.net</a>
For Technical Support or CAD Drawings	<a href="mailto:technical@fenestration.net">technical@fenestration.net</a>
For Credit or Account Information	<a href="mailto:accounting@fenestration.net">accounting@fenestration.net</a>
For Literature Requests or Trade Show Involvement	<a href="mailto:marketing@fenestration.net">marketing@fenestration.net</a>
Or visit our website:	<a href="http://www.fenestration.net">www.fenestration.net</a>

Thank you for contacting FFI for your hardware needs.

Sincerely,

Oscar Rivera  
Customer Service Manager

## FFI ACCOUNT APPLICATION

*Please print clearly. Information must be complete and correct. Information will be professionally verified and held confidential.*

**HOW DID YOU HEAR ABOUT FFI?**

Internet Search     Brochure     Magazine     Trade Show     Referred By: \_\_\_\_\_

**TYPE OF BUSINESS**

Manufacturer/Custom Millworks     Dealer/Reseller     Other \_\_\_\_\_

**PRODUCTS SOLD (Check all applicable)**

Doors     Windows     Skylights     Hardware     Other \_\_\_\_\_

**PRODUCTS OF INTEREST**

Lift & Slide     Truth Hardware     Door Multipoint     Other \_\_\_\_\_  
 Sliding Doors     Window/Skylight Motors     Window Multipoint

**COMPANY INFORMATION**

Type of Business (Check One)     Corporation     Partnership     Sole Proprietorship

Company Name (DBA) \_\_\_\_\_

Company Mailing Address \_\_\_\_\_ City/St/Zip \_\_\_\_\_

Shipping Address (if different) \_\_\_\_\_ City/St/Zip \_\_\_\_\_

Phone (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_    Fax (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Company Email Address \_\_\_\_\_ @ \_\_\_\_\_

URL/Website \_\_\_\_\_

Length of time in Business \_\_\_\_\_    Length of time at address: \_\_\_\_\_

Tax ID# (SSN if sole proprietor) \_\_\_\_\_

**CONTACTS**

Owner/Principal: \_\_\_\_\_ Phone/Ext. \_\_\_\_\_ Email: \_\_\_\_\_

Purchasing Agent: \_\_\_\_\_ Phone/Ext. \_\_\_\_\_ Email: \_\_\_\_\_

A/P Contact: \_\_\_\_\_ Phone/Ext. \_\_\_\_\_ Email: \_\_\_\_\_

**TRADE REFERENCES** – All references must include fax numbers. Please do not supply toll-free fax numbers.

1. Company \_\_\_\_\_ Address \_\_\_\_\_  
 Phone (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_    Fax (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_
2. Company \_\_\_\_\_ Address \_\_\_\_\_  
 Phone (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_    Fax (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_
3. Company \_\_\_\_\_ Address \_\_\_\_\_  
 Phone (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_    Fax (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

**TERMS REQUESTED:**     **PRE-PAY by Check or Credit Card** (Visa, MasterCard, American Express, Discover)

**Credit** – Bank Authorization & Signed Continuing Personal Agreement is Required

*All Non-United States Businesses are Pre-Pay Only*

**We hereby certify that the above information is current and accurate. We will adhere to the Terms and Conditions and the "Account Agreement and Terms of Sale" for Functional Fenestration Inc.**

Signature \_\_\_\_\_    Date \_\_\_\_\_

Title – President, Partner, Owner, Officer, etc. \_\_\_\_\_

### ACCOUNT AGREEMENT AND TERMS OF SALE

The undersigned hereby applies to Functional Fenestration, Inc. for credit and certifies that the information provided is true and correct. It is understood and agreed that the undersigned specifically consents to Functional Fenestration Inc. investigating the applicant's credit history and may utilize outside credit reporting services to obtain information on the undersigned.

If credit is granted and extended the undersigned, applicant and guarantor(s) agree to be bound to the seller by the following terms and conditions:

1. I (we) shall pay the amount(s) due not later than thirty (30) days from the date of the invoice. No discount or retainage shall apply.
2. Prices charged are with expectation of payment being made within standard terms. Past due invoices may be subject to a liquidated damage charge of 1.5% of the invoice total for each month thereafter as an adjustment to the price. Undersigned and guarantor(s) agree it would be impractical to fix actual damages and this charge as liquidated damage is a fair and equitable approximation of actual additional expense incurred by Functional Fenestration Inc.
3. No terms or conditions of purchase order different from the terms of Functional Fenestration shall become part of any sales agreement, purchase order, or other document unless specifically approved in writing by Functional Fenestration Inc. Should Buyer fail to pay as agreed, show evidence of a changed or unsound financial condition, or fail to execute any of Buyer's obligations hereunder, Seller, at its option, may terminate all contracts to sell to Buyer without prejudice to Seller for any claims or damages the Seller may be entitled to make until such terms, conditions or security satisfactory to Seller are received by the Seller.
4. No items will be accepted for return without prior approval. All returns are subject to a minimum restocking charge of 25%.
5. Upon a change in principals or the legal identity of the company, applicant or guarantor(s) shall give written notice 15 days prior to the change to the Credit Department of Functional Fenestration Inc.
6. In the event a delinquent account is assigned to a licensed collection bureau or an attorney for collection, or suit is instituted on this account, undersigned, applicant and guarantor(s) agrees to pay, in addition to the delinquent amount plus interest, all court cost, collector's and/or attorney's fees and interest on the past due amount at the highest rate legally available. The jurisdiction and venue of any legal action to enforce the provisions of this agreement shall be the courts of Hawthorne, CA.
7. It is further agreed that a faxed copy of this agreement and the signature shall be as good as the original.
8. Applicant agrees to be bound to the terms and conditions printed on the invoice from Functional Fenestration Inc. and available as a PDF download at [www.fenestration.net](http://www.fenestration.net), on the Purchasing Information page.
9. In the event of check(s) returned to Functional Fenestration Inc. for Non-Sufficient Funds (NSF), applicant agrees to a charge of \$30.00 per check, payable by cashier's check immediately, which must include the dollar amount of the returned check(s).

Applicant: By: \_\_\_\_\_ Date \_\_\_\_\_  
 Print: \_\_\_\_\_ Title: \_\_\_\_\_

### CONTINUING PERSONAL AGREEMENT

In consideration of a new account and/or credit granted by Functional Fenestration Inc., the undersigned personally guarantees any and all charges now and hereafter and/or money due of Functional Fenestration Inc. The guarantee includes in addition to outstanding principal and balance, interest and late charges, any and all attorney fees and collection costs. Each guarantor waives all presentments, demands for performance, protests, notices of dishonor, notices of default, notices of acceptance of this existence, creation or incurring of new or additional indebtedness, and all other notices or formalities which guarantors may be entitled.

Personal  
 Guarantor: \_\_\_\_\_

Personal  
 Guarantor: \_\_\_\_\_

Print  
 Name: \_\_\_\_\_

Print  
 Name: \_\_\_\_\_

**BANK AUTHORIZATION**

Please print clearly. Information must be complete and correct. Any information will be held confidential.

*REQUIRED FOR CREDIT ACCOUNTS – PLEASE COMPLETE IN FULL*

**COMPANY INFORMATION**

Company Name (DBA) \_\_\_\_\_

Physical Address \_\_\_\_\_

Phone (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Fax (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

**BANK INFORMATION – Please List Business Accounts Only**

Name of Bank: \_\_\_\_\_ Branch: \_\_\_\_\_

Officer/Dept: \_\_\_\_\_

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

Phone (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Fax (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

**BANK AUTHORIZATION**

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

I, \_\_\_\_\_ (Authorized Agent), authorize \_\_\_\_\_ (Bank Association)

To respond fully to Functional Fenestration Inc.'s request for credit and banking experience for

Account Name \_\_\_\_\_

Account # \_\_\_\_\_

I further authorize a copy of this document to be treated as an original.

Your prompt response is appreciated.

\_\_\_\_\_  
(Signature of Authorized Agent)

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**CALIFORNIA COMPANIES ONLY – PLEASE COMPLETE FOR TAX EXEMPTION**

**CALIFORNIA CERTIFICATE OF RESALE**

\_\_\_\_\_  
(Name of Purchaser)

\_\_\_\_\_  
(Address of Purchaser)

I HEREBY CERTIFY: That I hold valid seller's permit no. \_\_\_\_\_ issues pursuant to the Sales and Use Tax Law; that I am engaged in the business of selling: \_\_\_\_\_  
That the tangible personal property described herein which I shall purchase from:

**Functional Fenestration Inc.**

will be resold by me in the form of tangible personal property: provided, however, that in the event any of such property is used for any purpose other than retention, demonstration, or display while holding it for sale in the regular course of business, it is understood that I am required by the Sales and Use Tax Law to report and pay tax, measured by the purchase price of such property or other authorized amount. Description of property to be purchased: \_\_\_\_\_

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature of Purchaser or Authorized Agent)

\_\_\_\_\_  
(Title)

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This agreement shall constitute the complete agreement between Buyer and Functional Fenestration Inc, a California corporation ("Seller", or "FFI"). Any terms and conditions contained in Buyer's purchase orders or elsewhere shall not be binding by Seller. Seller's acceptance of any order is expressly conditioned upon Buyer's agreement to the Seller's terms and conditions stated here. The Seller retains the right to modify these Terms and Conditions at any time, and any such modification shall be automatically effective for all Buyers when adopted by Seller and published at [www.fenestration.net](http://www.fenestration.net).

**TERMS:** Minimum order requirement is \$50 plus shipping. Terms are company check, credit card, cashier's check, or pre-pay by wire transfer--at the sole discretion of Seller. Company checks are accepted with approval of FFI credit account, based on Seller's approval of Buyer's credit application and credit history. Credit account terms are net thirty (30) days from date of Seller's invoice and cannot be altered unless otherwise agreed in writing and signed by Seller. Seller reserves the right to put Buyer on pre-pay terms for any reason. Inactive or past due credit accounts may, at Seller's option, be reduced or revoked. Credit is given solely as a service to Buyer and is not to be used as extended credit or financing. Seller reserves the right to refuse orders from any Buyer for any reason. Indemnification of Seller: Buyer agrees to indemnify and hold harmless the Seller from any lawsuit, claim, charge or expense, including reasonable attorney fees and cost of defense, for any matter arising from or relating to Buyer's purchase, installation, re-sale or use of products.

**QUOTES, ORDER CONFIRMATIONS, LEAD TIMES:** Written price quotes are based on market conditions and are guaranteed for 30 days. Pricing and availability of products is subject to change without notice. In-stock products are reserved for a Buyer only after a Purchase Order (PO) number is given and price is confirmed by Order Confirmation. Purchase Orders that are confirmed and/or processed for shipment cannot be changed. Standard turnaround time is 24-72 hours (1-3 business days) from Order Confirmation to shipment for in-stock items. More time may be required for special requests or packaging. Expedite requests may be subject to an additional fee. FFI can give estimated lead time for non-stock products; however, FFI cannot guarantee backorder delivery time from manufacturer factories, and is not responsible for delays in shipments.

**SPECIAL ORDERS:** Products designated by Seller as special order require a minimum 50% non-refundable deposit or full pre-payment. Special orders cannot be cancelled after PO is confirmed and order is placed with the manufacturer.

**PAYMENT:** Seller may require a deposit before shipment. Buyers are advised, as it is a standard industry practice, to collect a minimum 50% deposit from your customer. Non-payment from your customer is not an acceptable reason for non-payment of goods purchased from FFI. For any amount not paid when due, Buyer shall pay a late charge from the due date to the date of actual payment of 18% per annum (or the maximum rate permitted by law). Each check returned to Seller for NSF will be charged a \$30 fee, payable by a cashier's check including the dollar amount of the returned check. If Buyer is in default of agreement for non-payment, Seller may file lawsuit, place Buyer's contact information with a third party for collections, and/or send report to commercial credit agencies. If an account is in dispute, Buyer agrees to pay all costs including reasonable attorney's fees, court costs, finance charges, and any amount due to Seller.

**CA SALES TAX:** Buyers in California may supply a signed California Certificate of Resale (CCR) to Seller. In compliance with California State laws, all orders placed without a CCR on file at date of order will be charged California Sales Tax from point of shipment.

**FREIGHT:** Goods are shipped F.O.B. (Free On Board) from Hawthorne, CA. F.O.B. is a standard shipping term for when the shipper (Seller) takes responsibility for transport costs to get the shipment on board to a chosen freight carrier. After the cargo is on board, shippee (Buyer) is responsible for all shipping costs incurred and risks of loss or damage to the goods. FFI will select UPS or another common freight carrier, unless otherwise directed by Buyer. If Buyer has special packing and shipping requests, they must be stated in writing when PO approval is given, and are subject to Seller's approval. Will call service is by appointment only, and subject to restrictions. FFI showroom is by appointment only. Local Delivery Service in Southern California is offered by appointment, and subject to availability.

**CLAIMS/SHORTAGES:** Defects, shortages, or error claims must be reported to Seller in writing within 5 business days of receipt, and include original packing slip number. All returned products are subject to inspection and confirmation of use according to manufacturer recommendations before warranty is honored. For bona fide claims, at Seller's option, products will either be replaced or credited for original cost. It is Buyer's sole discretion to accept delivery of damaged boxes. If accepted, Buyer must settle damage claims directly with delivery company. In all instances, Seller's liability is limited to Buyer's purchase price. FFI may at our discretion pay shipping costs in conjunction with FFI mistakes or defective products. Seller shall not in any event be liable to any Buyer for consequential, incidental, or punitive damages of any kind, nor for the labor that may be required for replacement of said product, whether for breach of warranty, negligence, on the basis of strict liability, or for any other reason.

**RETURN MATERIALS AUTHORIZATION (RMA):** Seller's authorization is required in advance for all goods to be returned to Seller in the form of an RMA Acknowledgement. An RMA will be granted if defective product or order mistake is confirmed by Seller. Merchandise must be received by Seller within 30 days of date of FFI authorization and issuance of RMA. Seller, at its discretion, may authorize return of products for other reasons, subject to a minimum 25% restocking charge. Goods held over 60 days may be returned only at Seller's discretion, subject to a minimum 50% restocking charge. Goods will not be accepted for return after 90 days from the invoice date, with exception of warranty claims. All returns are subject to inspection and receipt by seller in good condition in original packaging. Special order (custom manufactured or non-stock) products may not be returned.

**WARRANTIES:** Seller honors manufacturer warranties only. No implied or expressed warranties are enforceable against or made by Seller.

**LIMITATION OF LIABILITY:** Buyer expressly understands and agrees that Seller and its affiliates, employees, agents, and partners shall not in any event be liable to any buyer for any direct, indirect, incidental, special, exemplary, consequential, or punitive damages of any kind, including but not limited to, damages for loss of profits, goodwill, use, or intangible losses resulting from use, or inability to use, products or services, the cost of procurement of substitute goods and services, labor that may be required for the replacement of said product, whether for breach of warranty, negligence, on the basis of strict liability, or for any other reason. The sole venue for any disputes arising from this agreement shall be the appropriate court located in Los Angeles County, California.