

FFI ACCOUNT APPLICATION

Please print clearly and complete all Information.

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 Tilt Turn

COMPANY INFORMATION

Company Name: _____

DBA: _____

Bill to Address: _____ Ship to Address: _____

Phone: _____ Phone: _____

Fax: _____ Fax: _____

Toll Free Number: _____

URL/Website: _____

Type of Business: Sole Proprietorship Partnership Corporation LLC

Tax ID Number or Social Security Number: _____

Years in Business: _____ Years at address: _____

CONTACTS

Owner/Principal: _____ Title: _____

Phone/Ext: _____ Fax: _____

Email: _____

Purchasing Agent: _____

Phone/Ext: _____ Fax: _____

Email: _____

A/P Contact: _____

Phone/Ext: _____ Fax: _____

Email: _____

TYPE OF ACCOUNT DESIRED:

PRE-PAY - by Check or Credit Card (Visa, MasterCard & American Express – will be kept on file)

Credit – Net 30 (Bank Authorization & Signed Continuing Personal Agreement is required)

Expected Monthly Purchase: \$ _____ Desired Credit Line: \$ _____

Purchase Order Required: Yes No CA Tax Exempt: Yes No Resale Number: _____

Method of Receiving Invoices: Mail Fax Email Address: _____

Statement Required: Yes No Mail Fax Email Address: _____

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

 Company: _____
 Address: _____
 Phone: _____ Fax: _____

 Company: _____
 Address: _____
 Phone: _____ Fax: _____

 Company: _____
 Address: _____
 Phone: _____ Fax: _____

Please allow approximately 2 - 5 working days for credit approval. You will be notified by mail when your account has been approved.

We must have a complete signed California Sales Tax Certificate on file before tax exempt purchases can be billed...Please tell your order taker if you are tax exempt each time you place our order.

All Taxable Will Calls are subject to Hawthorne City Tax.

The undersigned hereby certify that the above information submitted is true and correct. I will adhere to the Terms and Conditions for Functional Fenestration Inc.

Signature: _____ Date: _____

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: _____

 Print
 Name: _____

 Personal
 Guarantor: _____

 Print
 Name: _____

CREDIT CARD INFORMATION

Please print clearly. All information will be held confidential.

ACCOUNT INFORMATION

Customer ID: _____ Company Name: _____

PAYMENT

Your card will be charged for product purchased. Freight will be charged separately once the product has shipped.

Order/Invoice #: _____ Amount: _____

Order/Invoice #: _____ Amount: _____

Order/Invoice #: _____ Amount: _____ Total: _____

CARD INFORMATION

Visa MasterCard American Express

Credit Card # _____ Exp Date ____/____ CCID _____

Name (as it appears on card): _____

Statement Mailing Address: _____

Phone (_____) _____ – _____

ON FILE AUTHORIZATION

_____ By initialing here, I authorize Functional Fenestration Inc. to maintain my credit card Information on file for the purpose of payment for products and/or services provided.

I hereby certify that the above information submitted is true and correct. I will adhere to the Terms and Conditions of Functional Fenestration Inc.

Cardholder Signature: _____ **Date:** _____

DISCLAIMER

Being the cardholder or Corporate Officer, by signing I understand and agree to the terms set forth in this agreement, agree to pay, and specifically authorize Functional Fenestration, Inc. to charge my credit card, for the products and services provided. Functional Fenestration, Inc. will provide me with an itemized invoice detailing all of my charges. I further agree that in the event my credit card becomes invalid, I will provide Functional Fenestration, Inc. with a new valid credit card upon request, to be charged for the payment of any outstanding balances owed to Functional Fenestration, Inc.

If a bank outside the US issued the credit card you are providing Functional Fenestration, Inc. provide a copy of the card front and back along with this form. Be sure to lighten before copying.

Please submit this form by faxing to our accounting department at 323-242-3824.

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)

BOE-230 (7-02)
GENERAL RESALE CERTIFICATESTATE OF CALIFORNIA
BOARD OF EQUALIZATION

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 is for the purchase from _____ 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 or \$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

FFI Terms and Conditions v. 12 as of 9/13/12

These terms and conditions (“Terms”) constitute the complete and final agreement and understanding between purchaser (“Buyer”) and Functional Fenestration Inc., a California corporation (“Seller”, or “FFI”). Seller's acceptance of any order is expressly conditioned upon Buyer's agreement to the Terms. Seller retains the right to modify these Terms and Conditions at any time, and any such modification shall be effective for all Buyers when adopted by Seller and published at www.fenestration.net.

TERMS: Minimum order requirement is \$50 plus shipping. Payment may be made with: company check, credit card, cashier's check or wire transfer—at the sole discretion of Seller. Company checks are accepted with approval of FFI. Credit account terms are net thirty (30) from the date of Seller's invoice. Any alterations must be in writing and signed by Seller. Seller reserves the right to require pre-payment for any reason. Credit is given solely as a service to Buyer and is not to be used as extended credit or financing. Credit lines may be rescinded or reduced at any time and for any reason. Seller reserves the right to refuse orders from any Buyer for any reason.

QUOTES, ORDER ACKNOWLEDGEMENTS, 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 Acknowledgement. Purchase Orders that are confirmed and/or processed for shipment cannot be changed. Standard turnaround time is 24-48 hours (1-2 business days) from Order Acknowledgement to shipment for in-stock items. More time may be required for special requests or packaging. Expedited requests may be subject to an additional fee. FFI can give estimated lead time for non-stock products; FFI does not guarantee backorder delivery time, assumes no liability for delays, and makes no representations or promises regarding such times.

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

PAYMENT: Seller may require a deposit before shipment. Non-payment from Buyer's 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. Buyer agrees to assume and pay any and all costs of collection of any valid debt, including reasonable attorneys' fees, costs of suit, and any other expense connected to collection.

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 the date of order will be charged Sales Tax from point of shipment.

FREIGHT: Goods are shipped F.O.B. (Free On Board) from Hawthorne, CA. Buyer assumes risk of loss and costs of shipment after goods are transferred to common carrier. FFI will select FedEx or another common freight carrier, unless otherwise directed by Buyer. If Buyer has special packing and shipping requests, those 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 of goods, and include original packing slip number. All returned products are subject to inspection and confirmation of use according to manufacturer's recommendations before warranty is honored. Seller retains the option to replace products or credit original cost. Seller's liability is limited to Buyer's purchase price excluding shipping.

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's 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. SELLER DISCLAIMS ALL OTHER WARRANTIES WHETHER EXPRESSED OR IMPLIED.

INDEMNITY AND LIMITATION OF LIABILITY: Indemnification of Seller - Buyer agrees to indemnify and hold harmless the Seller from any claim, award, liability, expense, judgment, or other cost including reasonable attorneys' fees and cost of suit, for any matter arising from or relating to Buyer's purchase, installation, re-sale or use of products to the extent allowable by law. Buyer expressly understands and agrees that Seller and its affiliates, employees, agents, and partners shall not be liable for any direct, indirect, incidental, special, exemplary, consequential, or punitive damages of any kind including 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 to the fullest extent allowable by law. The sole forum for any disputes arising from these terms and conditions shall be California Superior Court for the County of Los Angeles.