

# Application for Credit

The Loxscreen Company  
A Subsidiary of M-D Building Products Inc.

Firm Name \_\_\_\_\_  
Street Address \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
County \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Phone \_\_\_\_\_  
Fax No. \_\_\_\_\_  
Email Address \_\_\_\_\_  
Duns Number \_\_\_\_\_  
Taxable \_\_\_\_\_  
Tax Exempt No. \_\_\_\_\_  
(Please attach copy of certificate)  
Year Incorporated \_\_\_\_\_

## CREDIT INFORMATION (List applicable data.)

(a) For Corporation.

Names and Titles of Officers:

Name \_\_\_\_\_ Title \_\_\_\_\_ Name \_\_\_\_\_ Title \_\_\_\_\_

(b) For proprietorship or partnership.

Owner's Name \_\_\_\_\_ Residence \_\_\_\_\_

Social Security Number \_\_\_\_\_

Owner's Name \_\_\_\_\_ Residence \_\_\_\_\_

Social Security Number \_\_\_\_\_

## PLEASE PRINT OR TYPE – COMPLETE ADDRESSES REQUIRED FOR PROCESSING

### CREDIT REFERENCES

Banks:	Name	Phone	Fax
(1)	_____	_____	_____
(2)	_____	_____	_____

Suppliers:

(1)	_____	_____	_____
(2)	_____	_____	_____

### FOR OFFICE USE ONLY

TTY # \_\_\_\_\_

INQ. DTE. \_\_\_\_\_

CUS. # \_\_\_\_\_

EMPLY \_\_\_\_\_

DTE \_\_\_\_\_

We hereby apply for open account privileges subject to the Terms and Conditions shown on the reverse side of this application. You are authorized to contact any and all of the above regarding our credit standing. When social security numbers are supplied we authorize you to order consumer reports as defined by the Fair Credit Reporting Act (FCRA).

Print or Type Name \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Title \_\_\_\_\_

02/2012 Rev.6

# Terms & Conditions

1. **CONTRACT BETWEEN BUYER AND SELLER:** A written order and acknowledgment shall constitute the contract between Buyer and Seller, and said Contract may not be amended or rescinded except by written agreement by both parties, referring expressly to this contract.
2. **WARRANTY:** Seller warrants that merchandise sold to Buyer shall be free from defects in material and workmanship and shall conform to specifications. **EXCEPT FOR SUCH WARRANTY, THE SELLER DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY KIND WHATSOEVER, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE AND INCLUDING BUT NOT LIMITED TO ANY ORAL OR WRITTEN DESCRIPTION OF THE PRODUCTS, THEIR CHARACTERISTICS OR PROPERTIES OTHER THAN THAT SPECIFICALLY STATED IN THE FOREGOING LIMITED WARRANTY. SELLER SHALL HAVE NO LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES AS A RESULT OF THE SALE OF ITS MERCHANDISE.** In the event that its merchandise is not as warranted, Buyer's sole remedy will be, at Seller's election, replacement of the merchandise or return of the purchase price. Prior written approval from the Seller must be secured before returning any merchandise for credit.
3. **TOLERANCES:** Standard Commercial tolerances apply unless otherwise specified.
4. **PRICE:** Prices are based on existing conditions and are subject to change, at our discretion, at any time prior to order shipment. Unless otherwise specified, all prices are based on quantity shipped per release, with Buyer accepting over-run or under-run on each individual item based on standard shipping tolerances. Exact control of quantity shipped must be specified as a requirement of said contract.
5. **CREDIT:** All shipments shall be subject to the approval of Seller's Credit Department. If, in the sole judgment of the Seller, the financial responsibility of the Buyer is unsatisfactory, or becomes impaired, or if Buyer fails to make any payment in accordance with the terms of the contract, then Seller may defer or decline to make any shipments except upon receipt of satisfactory security or cash payments in advance, or Seller may terminate the contract.
6. **TAXES:** All prices are subject to the net additions of all Federal, State, or Municipal taxes or charges which may be established or levied upon or assessed against the merchandise under contract.
7. **SHIPMENTS:** Unless otherwise specified, title to all merchandise, and the risk of loss, shall pass to the Buyer upon delivery by the Seller to the transportation carrier at the shipping point or the actual transfer of possession to the Buyer, whichever is earlier.
8. **DELAYS:** Seller cannot be held liable for loss or damage arising from delay in fulfilling or failure to fulfill any accepted order in accordance with its terms where such delay or failure is caused by shortage of materials, delays of carriers, embargoes, fires, floods, strikes, riots, wars, acts of God, or other causes beyond our control.
9. **RETURNED MATERIAL AUTHORIZATION:** Seller must be notified within 10 days after delivery of Buyer's request to return merchandise. Upon receipt of Seller's authorization, merchandise must be returned within 30 days in accordance with Seller's shipping instructions. Merchandise must be returned in exactly the same condition as in which it was received by Buyer. Handling and restocking fees will be charged to Buyer's account.
10. **CANCELLATION:** Said contract is subject to cancellation only upon Seller's acceptance of such cancellation in writing and the effective date of cancellation shall be the date of such acceptance. Payment of cancellation charges shall be made by Buyer upon receipt of statement of same. Cancellation charges shall not exceed the purchase price of the canceled portion of the contract.
11. **EQUIPMENT:** Any equipment (including jigs, process dies and tools, etc.) which Seller constructs or acquires specifically for use on Buyer's order shall be the sole property of Seller, whether or not they are charged to Buyer's account. Die charges are for exclusive use of extrusion tooling and are not subject to refund. Dies which indicate no activity for two years or more will be scrapped without notice and replacement cost will be for Buyer's account.
12. **PATENT PROTECTION:** Seller agrees to indemnify Buyer against any claims or liabilities for or by reason of alleged patent infringement arising from the manufacture or sale of any merchandise furnished Buyer hereunder, except where the specifications, process, design or method of manufacture originated with Buyer, in which event Buyer agrees to indemnify Seller in like manner.

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Signature

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Date

Date \_\_\_\_\_

Bank \_\_\_\_\_

Acct Number \_\_\_\_\_

This letter is to authorize the release of our banking information to the credit department of The Loxscreen Company for the purpose of reviewing to possibly open an account with terms.

\_\_\_\_\_  
Signature of Signing Officer

\_\_\_\_\_  
Please Print Name

On behalf of:

Company Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Thank you for choosing The Loxscreen Company for your product needs.

To help us process invoices, acknowledgments, and other important information, we offer three delivery methods. We hope you will help us "Go Green" by checking either Fax or Email delivery.

Please let us know how you prefer to receive these documents.

## **INVOICES**

\_\_\_\_\_ Send by Postal Service

\_\_\_\_\_ Send by Fax to number \_\_\_\_\_

\_\_\_\_\_ Send by Email to \_\_\_\_\_

## **ACKNOWLEDGMENTS**

\_\_\_\_\_ Send by Postal Service

\_\_\_\_\_ Send by Fax to number \_\_\_\_\_

\_\_\_\_\_ Send by Email to \_\_\_\_\_

Thank you for your prompt response to this request.

Loxscreen Division Credit Dept.

Customer Name \_\_\_\_\_

Acct # \_\_\_\_\_

# Streamlined Sales Tax Agreement Certificate of Exemption

**Warning to purchaser:**

**This is a multi-state form. Not all states allow all exemptions listed on this form. Purchasers are responsible for knowing if they qualify to claim exemption from tax in the state that is due tax on this sale. The state that is due tax on this sale will be notified that you claimed exemption from sales tax. You will be held liable for any tax and interest, as well as civil and criminal penalties imposed by the member state, if you are not eligible to claim this exemption. Sellers may not accept a certificate of exemption for sales sourced within the state if an exemption does not apply in the seller's state.**

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Enter the two-letter postal abbreviation for the state under whose laws you are claiming exemption.

- Check one:  Single purchase certificate. Relates to invoice/purchase order # \_\_\_\_\_.
- Blanket certificate. If checked, this certificate continues in force until canceled by the purchaser.

Print or Type

Name of Purchaser _____			
Business Address _____		City _____	State _____
Purchaser's Tax ID Number _____		State of Issue _____	Country of Issue _____
If No Tax ID Number. Enter One of the Following:	FEIN _____	Driver's License Number/State Issued ID Number <i>State of Issue      Number</i>	Foreign Diplomat Number _____
Name of Seller From Whom You Are Purchasing, Leasing, or Renting _____			
Seller's Address _____		City _____	State _____

Type of Business

**Type of Business.** Circle the number that describes your business.

- |   |                                       |
|---|---------------------------------------|
| 01 Accommodation and food services              | 11 Transportation and warehousing     |
| 02 Agricultural, forestry, fishing, and hunting | 12 Utilities                          |
| 03 Construction                                 | 13 Wholesale trade                    |
| 04 Finance and insurance                        | 14 Business services.                 |
| 05 Information, publishing, and communications  | 15 Professional services              |
| 06 Manufacturing                                | 16 Education and health-care services |
| 07 Mining                                       | 17 Nonprofit organization             |
| 08 Real estate                                  | 18 Government                         |
| 09 Rental and leasing                           | 19 Not a business                     |
| 10 Retail trade                                 | 20 Other ( <i>explain</i> ) _____     |

Reason for Exemption

**Reason for Exemption.** Circle the letter that identifies the reason for the exemption.

- |   |   |
|---|---|
| A Federal government ( <i>department</i> ) _____  | H Agricultural production # _____   |
| B State or local government ( <i>name</i> ) _____ | I Industrial production/manufacturing # _____   |
| C Tribal government ( <i>name</i> ) _____         | J Direct pay permit # _____   |
| D Foreign diplomat # _____                        | K Multiple points of use (services, digital goods, or computer software delivered electronically) |
| E Charitable organization # _____                 | L Direct mail # _____   |
| F Religious or educational organization # _____   | M Other ( <i>explain</i> ) _____  |
| G Resale # _____                                  |   |

*I declare that the information on this certificate is correct and complete to the best of my knowledge and belief.*

Sign Here

Signature of Authorized Purchaser \_\_\_\_\_ Print Name Here \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

**LOXCREEN COMPANY**  
**A DIVISION OF M-D BUILDING PRODUCTS, INC.**  
1630 Old Dunbar Road • W. COLUMBIA, SOUTH CAROLINA 29172 • Phone 803-822-8200 • Fax 803-822-8547

**Remit to Address for Lockbox –**

Loxcreen Company  
A Division of M-D Building Products  
P O Box 258811  
Oklahoma City, OK 73125-8811

**LOXCREEN COMPANY**  
**A DIVISION OF M-D BUILDING PRODUCTS, INC.**

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**WIRE / ACH INFORMATION**

Bank Name: MidFirst Bank

Bank Address: 501 NW Grand Blvd.  
Oklahoma City, OK 73118

ABA # 303087995

Account Name: MD Building Products Inc., Loxcreen Lockbox Account

Account Number: 5201022024

SWIFT/BIC Code MFBKUS44

**LOXCREEN COMPANY**  
**A DIVISION OF M-D BUILDING PRODUCTS, INC.**  
1630 Old Dunbar Road West Columbia, SC 29172 Phone 803-822-8200 Fax 803-822-8547

**CREDIT CARD PAYMENT**  
**\*REQUIRED INFORMATION\***

- \*Please make copies for future payments.
- \*Submit only when making a payment on account.
- \*Information will not be kept on file.

Card Type : Visa \_\_\_\_\_ MasterCard \_\_\_\_\_ American Express \_\_\_\_\_

Credit Card Number \_\_\_\_\_

Expiration \_\_\_\_\_ Security Verification # \_\_\_\_\_

Authorized Amount \$ \_\_\_\_\_

First/Last name on card \_\_\_\_\_

Business Name \_\_\_\_\_ Account Number \_\_\_\_\_

Card Billing Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Invoice Number(s) \_\_\_\_\_

Receipt Requested      Yes \_\_\_\_\_      No \_\_\_\_\_  
Fax# or e-mail address : \_\_\_\_\_

Authorized Signature \_\_\_\_\_

**\*\*\*\*\*PLEASE RETURN COMPLETED FORM TO 803-822-8547\*\*\*\*\***