

CREDIT APPLICATION

Please email the completed application to: **aps@apog.com**

Applicant Legal Business Name _____
 Trade Name (DBA) _____
 Company Address _____
 City _____ State _____ Zip Code _____ Phone _____
 Shipping Address _____
 City _____ State _____ Zip Code _____
 Legal Entity Structure: ☐ Corporation ☐ LLC ☐ Partnership ☐ Proprietorship
 Year Established _____ State of Inc. _____ Federal I.D.#: _____
 Owner Name _____ Owner Email _____
 Owner Phone _____

Check one: ☐ Principal ☐ Partner ☐ Proprietor
 Name: _____ Title: _____
 Home Address: _____ City: _____ State: _____ Zip: _____
 Home Phone: _____ Mobile# _____ Email _____

Accounts Payable Contact _____ A/P Email _____
 A/P Phone _____ Email for sending Invoice _____

Trade References (Major Suppliers)

1. Company Name	Contact Name	Email
2. Company Name	Contact Name	Email
3. Company Name	Contact Name	Email

Sales Tax Exemption #: _____

Attach a signed copy of the exemption certificate and W-9 with the application.

Applicant acknowledges and agrees that this document constitutes a credit application for purposes of buying EFCO®, Linetec®, Tubelite®, or Wausau Window and Wall Systems® products from Apogee Wausau Group, Inc. or one of its U.S. subsidiaries, EFCO, LLC and Apogee SFS US, LLC (individually and collectively referred to herein as "Apogee Architectural Metals"). Applicant hereby certifies the accuracy and truth of the information provided in this application, and in the information provided in addition to this application, and acknowledges that such information is given for the purpose of inducing Apogee Architectural Metals to extend credit to Applicant and to assist in the investigation of Applicant and the subsequent decision on the extension of credit to Applicant. By signing this application, the signatory represents and affirms that he/she is a duly authorized representative of Applicant with full power and authority to agree to the terms and conditions set forth in this application and to bind Applicant hereto. Applicant has read the attached Apogee Architectural Metals Terms and Conditions of Sale ("Terms") and agrees that all sales to Applicant shall be governed by the Terms.



I affirm that the information contained in this application is complete and accurate. Apogee Architectural Metals is relying on this information as affirmed. All information contained herein is material and any omission and/or misstatement could result in immediate termination of credit extended by Apogee Architectural Metals.

Signature

Printed Name

Title

Date

The investigation and eventual credit availability decision by Apogee Architectural Metals will be executed in compliance with the Federal Credit Equal Opportunity Act as administered by the Federal Trade Commission which prohibits discrimination on the basis of race, color, religion, national origin, sex, marital status or age.



All EFCO®, LINETEC®, TUBELITE®, and WAUSAU WINDOW AND WALL SYSTEMS® sales by Apogee Wausau Group, Inc. d/b/a Apogee Architectural Metals or its U.S. subsidiaries, Apogee SFS US, LLC and EFCO, LLC (referred to herein individually and collectively as "AAM"), to any purchaser ("Buyer") shall be governed by these TERMS AND CONDITIONS OF SALE ("TERMS"). AAM's acceptance of Buyer's purchase order is expressly conditioned on Buyer's assent to these TERMS.

1. **Agreement.** AAM expressly objects to, and rejects, any term or condition in Buyer's purchase order or other Buyer document that differs from, is in addition to, or is inconsistent with these TERMS. AAM's quotation, these TERMS, AAM's Sales Order Acknowledgement, the current AAM Price Books, and any warranties issued by AAM in connection with Buyer's order (collectively, the "Agreement"), shall constitute the entire agreement between Buyer and AAM as to the subject matter hereof and replaces and supersedes any prior or contemporaneous communications, representations, or agreements, whether oral or written, with respect to such subject matter. The Agreement may not be modified or amended without AAM's prior written acceptance. This Agreement shall become effective upon the date AAM accepts Buyer's order.
2. **Orders and Cancellation; Drawings; Tooling.**
 - A. All orders are subject to AAM's final approval and acceptance. Upon (1) receipt of Buyer's order in a form acceptable to AAM, (2) acceptance by Buyer of any price quotation and these TERMS, and (3) Buyer credit approval, AAM will enter the order.
 - B. Buyer may not change or cancel an order, in whole or in part, without AAM's prior written consent. If Buyer changes or cancels an order, in whole or in part, Buyer shall be responsible for and pay AAM's expenses, costs, losses and damages resulting from such cancellation, including but not limited to, lost profits, costs of materials, scrap or transportation charges, and attorneys' fees.
 - C. AAM shall not be responsible for (i) any errors or omissions in drawings or specifications provided by Buyer in connection with Buyer's order, or (ii) any errors or omissions by AAM in interpreting, using or dealing in any way with the drawings or specifications provided by Buyer.
 - D. If Buyer's order requires AAM to incur costs for special tooling or die(s), Buyer shall pay an additional charge. AAM will be the owner of all right, title and interest in such tooling or die(s).
 - E. AAM may require job specific details prior to Order Entry. Failure to submit required details as requested may prevent order processing.
 - F. Requests to add material to an existing order must be received within 48 hours from AAM's acceptance of Buyer's original order. AAM will review the request and may fulfill any such requests under a separate sales order.
3. **Prices; Quotations.**
 - A. All prices are subject to change without prior notice. AAM may correct pricing errors at any time. If, for any reason, Buyer fails to provide all necessary approvals or otherwise does not release AAM to production within ninety (90) days of AAM's receipt of Buyer's order, AAM may, in its sole discretion, adjust the price of the order. Orders scheduled for delivery more than six months after release to production are subject to price adjustment.
 - B. Prices do not include sales tax, use or excise tax, or any other taxes or government tariffs, charges, or fees upon the production, sale or shipment of material. Buyer shall be liable for such taxes, tariffs, charges and fees, whether or not such amounts are invoiced by AAM. If Buyer's order is tax exempt, Buyer must provide the exemption certificate to AAM at the time of order entry. If Buyer fails to do so, Buyer will be required to remit to AAM the full amount of all invoices, including any taxes, and will be solely responsible for seeking any refunds from the appropriate governmental agencies.
 - C. AAM reserves the right to invoice Buyer for any unknown surcharges and miscellaneous costs assessed against AAM after the quotation date.
 - D. If AAM issues a quotation to Buyer, such quotation shall be effective for a period of thirty (30) days from the date of the quotation regardless of the delivery date, and the quotation shall be considered revoked upon the expiration of the thirty (30) day period. In addition, AAM shall have the option to withdraw a quotation at any time prior to Buyer's written acceptance of the quotation. At AAM's sole option, any Buyer order that fails to strictly conform to AAM's quotation may be cancelled by AAM, or in the alternative, AAM may adjust the pricing.



4. **Payment Terms.** Payment shall be due within thirty (30) days of the date of AAM's invoice, with no retainage or set-off allowed. Buyer's payment obligations shall not be conditioned on Buyer's receipt of payment from any third party. All orders are subject to approval and continuation of credit by AAM. If AAM does not approve Buyer's credit, or if at any time AAM, in its sole judgment, decides that the extension of further credit is unjustified due to Buyer's financial condition, credit rating or default in any indebtedness or obligation owing to AAM, then AAM may refuse to accept new orders, require advance payment, ship C.O.D. (including additional freight charges as necessary), stop production of an order or suspend any or all of Buyer's shipments. Any past-due amounts shall accrue interest at a rate of 5.0% per annum, or the maximum allowed by law, whichever is lower. If Buyer fails to make timely payment(s), Buyer shall reimburse AAM for all costs of collection, including reasonable attorneys' fees.
5. **Delivery; Risk of Loss.** AAM may ship the goods using methods, routes and carrier(s) of its choice. Shipping and delivery dates will be estimates only, and AAM shall not be bound by such dates. IN NO EVENT SHALL AAM BE LIABLE TO BUYER OR ANY THIRD PARTIES FOR DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES ARISING OUT OF ANY DELAY OR FAILURE TO MEET ESTIMATED SHIPPING OR DELIVERY DATES. Title to the goods shall pass to Buyer at the time the goods leave the AAM facility or when picked up by a common carrier. Risk of loss shall transfer to Buyer in accordance with the applicable project shipment and delivery Incoterms®. Buyer shall be responsible for unloading and inspecting the goods upon delivery. Buyer must notify AAM of any missing goods within 48 hours of delivery. Buyer shall notify AAM within 60 days of any claim that the goods are nonconforming, and AAM shall be allowed a reasonable opportunity to inspect and cure any alleged non-conformity. Buyers requesting to pick up goods from any AAM location will be charged two percent (2%) of the order value (up to a maximum of \$300) and must take possession of the goods within 48 hours of the scheduled shipment or pick-up date. If Buyer fails to take possession of the goods within 48 hours, AAM may ship the goods and Buyer will be responsible for any shipping charges. Any requests to store products must be approved in writing and will be subject to additional fees at AAM's discretion.
6. **Warranties; Limitations; Remedies.**
- A. Upon Buyer's final payment for product(s) delivered, the AAM Limited Warranty for each applicable product category sold will become effective. AAM limited warranties are available at <https://apogeearchmetals.com/warranty>. AAM shall not be responsible for, and will not accept, any other charge or expense from Buyer, including but not limited to, labor for any modification, removal, inspection or installation of the product(s). No product may be returned to AAM for credit, nor will AAM accept any remittance, deduction, or back charges, without AAM's prior written consent. AAM shall not be responsible for any failures resulting from improper handling, storage, or installation of the product(s). AAM's limited warranties shall not be effective until Buyer has made payment in full. The AAM Limited Warranty may not be modified in any manner unless authorized in writing by an officer of AAM. Any verbal representations made to Buyer by AAM or its agents or representatives shall not modify this Agreement or any AAM warranty. There are no third-party beneficiaries to any AAM warranty or other provision of this Agreement.
- B. AAM EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AND ANY OTHER OBLIGATION OR LIABILITY NOT EXPRESSLY SET FORTH IN THIS AGREEMENT OR ANY AAM LIMITED WARRANTY. IN NO EVENT SHALL AAM BE LIABLE FOR BUYER'S OR ANY THIRD PARTY'S INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND. ALTHOUGH AAM MAY HAVE SUGGESTED A PRODUCT FOR AN APPLICATION OR DEVELOPED THE PRODUCT, IT IS THE BUYER'S RESPONSIBILITY TO TEST AND DETERMINE THE SUITABILITY OF THE PRODUCT FOR THE BUYER'S INTENDED USE AND PURPOSE. BUYER ASSUMES ALL RISK AND LIABILITY WHATSOEVER REGARDING SUCH SUITABILITY.
- C. Buyer's sole and exclusive rights and remedies regarding products supplied by AAM under this Agreement are set forth in the applicable AAM limited warranty.
7. **Insurance.** During the term of this Agreement and for a period of three years thereafter, Buyer shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability (including product liability) in a sum no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate with financially sound and reputable insurers. Upon Seller's request, Buyer shall provide Seller with a certificate of insurance from Buyer's insurer evidencing the insurance coverage specified in these TERMS. The certificate of insurance shall name Apogee Wausau Group, Inc. and its subsidiaries as additional insureds. Buyer shall provide AAM with 30 days' advance written notice in the event of a cancellation or material change in Buyer's insurance policy. Except where prohibited by law, Buyer shall require its insurer to waive all rights of subrogation against AAM and its insurers. All insurance required hereunder shall be deemed primary insurance and shall not be deemed excess to any insurance of AAM.



8. **Permits; Compliance.** AAM shall not be responsible for any permits, inspections or licenses required for the installation or operation of any product(s) sold under this Agreement. AAM makes no representations or warranties that the product(s) sold hereunder will comply with, or conform to, any federal, state or local laws, ordinances, codes, standards or regulations. Buyer shall be solely responsible for all such compliance and conformance.
9. **Limitations on Actions; Governing Law.** Any claim made, or action commenced, by Buyer in connection with this Agreement must be brought within one (1) year from the date an order is delivered. In all respects, this Agreement shall be governed by and interpreted in accordance with the laws of the State of Wisconsin.
10. **Force Majeure.** AAM shall not be responsible for its failure to perform any obligations to Buyer, or the delay in performance thereof, caused by any Force Majeure event, or other action beyond its reasonable control. "Force Majeure" will include, but not be limited to, acts of nature, floods, fire, transportation delays, power outages, supply shortages or unavailability, strikes or labor shortages, widespread disease or pandemic, government actions, orders or restrictions, wars, insurrections or terrorism. If the Force Majeure event continues for a period that makes performance by AAM impossible or impracticable, either Party may terminate this Agreement immediately upon the other party's receipt of written notice to terminate.
11. **Limitation of Liability; Indemnity.** AAM shall not be liable or responsible for any system or application design, either to Buyer or any third party. Under no circumstances shall AAM be liable to, or agree to indemnify Buyer or any third party for, any loss, costs, damage or expense (including attorneys' fees) resulting from Buyer's or any third party's acts, omissions or conduct. To the fullest extent permitted by law, Buyer shall defend, indemnify, and hold AAM, its parent, employees, agents, and assigns harmless from and against any and all claims, damages, losses, costs and expenses, including but not limited to attorneys' fees, arising out of or relating to the purchase, installation, or use of the goods supplied by AAM pursuant to this Agreement, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused, or alleged to have been caused, in whole or in part, by the acts or omissions of Buyer or anyone directly or indirectly employed by Buyer, regardless of whether or not such claim, damage, loss, or expense is also caused, or alleged to have been caused, in whole or in part, by a party indemnified hereunder.
12. **Default; Termination.** AAM may terminate the Agreement by providing written notice to Buyer and a 7-day cure period, in the event Buyer fails to make payment according to the terms herein, fails to take delivery within 30 days upon receiving written notice from AAM (in the event 120 days from date of this Agreement have elapsed), or commits any other material breach of this Agreement. In such event, AAM may cancel or terminate any outstanding orders or agreements with Buyer. Upon termination Buyer shall pay all damages AAM has incurred, including any reasonable attorneys' fees incurred by AAM to collect such damages. AAM reserves the right to offset any amount due and owing from Buyer. AAM's rights and remedies are cumulative and may be exercised at any time and in any way under applicable laws. All limitations of liability survive termination.
13. **Miscellaneous.** No failure of AAM to exercise any right or remedy hereunder shall operate as a waiver or relinquishment thereof. AAM will not be responsible for errors in or misuse of any price quotation by any agent or representative not an employee of AAM. This Agreement may not be assigned by Buyer without the prior written consent of AAM. Any waivers of mechanic's or materialman's liens requested by Buyer are subject to review and approval by AAM and may be modified or rejected in whole or in part prior to execution.

