



A&S BUILDING SYSTEMS

APPLICATION FOR CREDIT

COMPANY/BUYER NAME _____ DATE _____

STREET ADDRESS _____ P.O. BOX _____

CITY _____ STATE _____ ZIP _____

PHONE _____ FAX _____

COMPANY STATUS: CORPORATION PARTNERSHIP PROPRIETORSHIP INDIVIDUAL

TYPE OF PURCHASE: TAXABLE? YES NO IF NO RESALE OTHER (PLEASE INCLUDE TAX CERTIFICATE)

STATE OF INCORPORATION _____ DATE OF INCORPORATION _____

LOCATION OF HOME OFFICE _____ EMPLOYER IDENTIFICATION NO. (EIN) _____

NAMES OF OFFICERS, OWNERS OR PARTNERS:		RELATED COMPANIES:
1. _____	SS# _____	1. _____
2. _____	SS# _____	2. _____
3. _____	SS# _____	3. _____

BANK REFERENCES:				
Name	Acct. #	Bank Officer	Address	Phone/Fax
1. _____				() _____
2. _____				() _____

TRADE REFERENCES:		
Name	Address	Phone/Fax
1. _____		() _____ Fax () _____
2. _____		() _____ Fax () _____
3. _____		() _____ Fax () _____
4. _____		() _____ Fax () _____

PERSON TO CONTACT REGARDING ACCOUNTS PAYABLE _____

ARE PURCHASE ORDERS REQUIRED? YES NO ANTICIPATED MONTHLY VOLUME \$ _____

PLEASE INCLUDE THE FOLLOWING WITH YOUR APPLICATION:

a) Financial statements (preferably audited) for the latest fiscal year (Minimum-Balance Sheet and Income Statement).

b) Most recent interim financial statements if those included in (a) above are over six months old.

I (We) hereby authorize the above companies and/or banks to release factual credit information to A&S Building Systems relating to my (our) past and present credit experience for the purpose of determining credit worthiness.

I (We) hereby acknowledge that I (we) have furnished the information above for the purpose of obtaining credit from A&S Building Systems and I (we) have read and understand and consent to the Terms and Conditions of Sale as well as the Personal Guarantee included on the reverse hereof.

FOR OFFICE USE ONLY	
Approved _____	Disapproved _____
Limit \$ _____	
Notes _____	
By _____	Date _____

Buyer hereby agrees that Seller may use a facsimile copy of this or any other document between Buyer and Seller and lieu of any original document.

Signature Title

Signature Title

PERSONAL GUARANTEE: If the Buyer or credit customer is a corporation, then those signing this application, whether signing as an officer or not, personally guarantee payment for all items purchased on credit by the corporation. For value received in consideration of the credit that Seller may hereafter extend the undersign(s) (hereinafter referred to as "Guarantor(s)") hereby jointly, severally, irrevocably and unconditionally personally guarantee payment when due to Seller, of any and all present or future indebtedness owed to Seller by the Buyer (hereinafter referred to as "Debtor"), and hereby agree to prompt and immediate payment of such indebtedness if default in payment thereof be made by the Debtor, plus all costs and attorney fees if placed for collection. The Guarantor(s) expressly waives notice of acceptance of guarantee in demand, and notice of nonpayment, and consents to any extension of time of payment of any and all indebtedness hereby guaranteed. This guarantee is a continuing guarantee. This guarantee shall continue to apply to all sales made, services rendered and advances made by Seller to the Debtor (also including but not limited to Debtor's subsidiaries and affiliates) and to all such present and future indebtedness however arising. This is intended to be a personal guarantee and not a corporate guarantee, and will personally bind the Guarantor(s) notwithstanding any title or designation made by me. The Guarantor(s) as personal guarantor, recognizing that his or her individual credit history report may be a necessary factor in the evaluation of this personal guarantee, hereby consents to and authorizes the use of a commercial, consumer or any other credit report on the undersigned by Seller from time to time as may be needed in the credit evaluation process.

_____, Individually _____, Individually _____
Signature Signature Date

TERMS AND CONDITIONS OF SALE

1. All references to "A&S" or "Seller" shall refer to NCI Group, Inc. d/b/a A&S.
2. The parties expressly agree that none of the following Terms and Conditions of Sale, nor any Seller written terms not contained herein, may be waived, modified, or amended without the express written consent of the Seller's President or Executive Vice-President and CFO.
3. Payments due Seller under the terms of this sale and any other money due Seller by Buyer shall be paid to Seller at its principal office in Houston, Harris County, Texas unless otherwise directed by Seller. The laws of the State of Texas shall govern this agreement and performance under this agreement. Buyer consents to jurisdiction in Texas. Any dispute under this agreement shall only be brought in a state court of Texas. The parties hereto agree that venue shall be in Houston, Harris County, Texas, for any and all claims or disputes arising out of all transactions between Seller and Buyer. Buyer voluntarily agrees that Houston, Harris County, Texas, is the most convenient forum and understands the choice of forum is an integral and vital part of Seller's agreement to sell to Buyer. By agreeing to venue in Houston, Harris County, Texas, Buyer fully intends to waive its rights, if any, to venue in any place other than Houston, Harris County, Texas. The parties deem that this agreement is performable in Houston, Harris County, Texas, regardless of whether or not any part of the agreement is actually performed in Houston, Harris County, Texas. In addition, Buyer agrees that Seller's prices reflect an analysis of the elimination of uncertainty regarding the jurisdiction for any dispute. If Buyer purchases a Metal Building System only, the terms and conditions of this purchase order shall also be governed in their interpretation by the section titled "Common Industry Practices: from the Low Rise Building System Manual, latest edition, published by the Metal Building Manufacturers Association, 1230 Keith Building, Cleveland, Ohio, 44115.
4. Buyer agrees that all payments with lien release language on the back of any check shall be sent only to the principal office of Seller, in Houston, Harris County, Texas. Buyer agrees that any payment accepted through Seller's lockbox with lien release language on the check does not bind Seller to the attempted release. Seller's agent at the lock box who endorses and/or accepts checks for Seller is authorized only to unconditional payments, and no action by this agent shall ever give rise to a claim of any authority, apparent or otherwise, beyond that described in this paragraph. Acceptance of any conditional check, including any lien release language or otherwise at the lock box shall only be a partial release for those funds received, and never otherwise. This paragraph cannot be waived or modified except in writing in advance.
5. Terms of sale are C.O.D. unless otherwise agreed to in writing. Any and all credit terms shall be established at the sole discretion of Seller's Credit Department. In the event Seller grants Buyer credit terms, said credit terms are subject to change at any time, for any reason, at the sole discretion of Seller without prior written notice to Buyer. Unless specifically enumerated herein, the price does not include any taxes (including excise, privilege, occupation, use, sales, etc.; Federal, State or local) or costs of shipment. All materials sold hereunder shall be in substantial compliance with Buyer's request. Additionally, all materials sold hereunder are sold F.O.B. Seller's plant. Seller reserves the right to approve the carrier on all C.O.D. shipments. Buyer assumes responsibility for the accuracy of verbal orders unless written confirmation is received prior to fabrication. Confirming orders should be marked "Confirming Order-Do Not Duplicate."
6. Any payments deferred after the due date as specified herein shall bear interest at the rate of ten percent (10%) per annum. If an invoice becomes past due, is placed in the hands of any attorney for collection, if collected by any legal proceedings, or if the Agreement is relevant to any other dispute between the parties, Buyer agrees to pay Seller all of its attorney's fees and costs incurred in the collection of sums owed by Buyer to Seller on account of principal, interest or other charges. Buyer agrees that the attorney's fees incurred by Seller are reasonable and necessary. "Costs incurred in the collection of sums" as used herein is not to be limited to costs incurred in litigation, but includes, without limitation, copying and mailing expenses, lien fees, lost employee time, inspection expenses and expert witness expenses in addition to taxable costs incurred in litigation.
7. Buyer has and does by these presents grant to Seller and Seller has and does hereby retain a security interest in all materials, parts and accessories (as well as all finished goods and/or proceeds from the sale thereof) described in and being purchased by Buyer pursuant to this Agreement. In addition, Buyer has and does by these presents grant to Seller and Seller has and does hereby retain a security interest in all existing or subsequently-arising accounts, accounts receivable and supporting obligations which may from time to time hereafter come into existence during the term of this security interest as a result of Buyer's sale of any of the said materials, parts, accessories or finished goods thereof to any third party. The security interest herein granted by Buyer and retained by Seller is to secure payment of the full purchase price and all other charges due and owing Seller by Buyer under the terms of this sale. This Agreement is governed by Section 2.101 et. seq. of the Texas Business & Commerce Code, and the security interest hereunder constitutes a "purchase money security interest" pursuant to the Uniform Commercial Code. This instrument is a contract, security agreement and financing statement between the Parties hereto.
8. In addition to any right of setoff or recoupment permitted by law, Seller shall have the right at any time to setoff or recoup any amount due and owing from Buyer to Seller or any of Seller's subsidiaries, divisions, or affiliates against any amount due and owing from Seller or any of its affiliates, divisions, or subsidiaries to Buyer.
9. The Buyer or undersigned individual who is either the credit applicant or a principal/agent of the Buyer, recognizes that a credit history report may be a factor in the evaluation of the credit history of the Buyer. Buyer, therefore, consents to and authorizes the use of a commercial, consumer or any other credit report on the Buyer or undersigned individual by Seller from time to time as may be needed in the credit evaluation process.
10. All orders are subject to approval and acceptance by Seller. Terms contained within any Purchase Order issued by Buyer conflicting with these Terms and Conditions shall be of no force and effect. All sales by Seller of any nature to Buyer shall be made under the provisions of this Agreement. Any documents that Buyer may use from time to time for their convenience, including but not limited to, purchase orders or sales acknowledgment forms shall be deemed to be for administrative convenience only and the terms and conditions of this Agreement as well as the terms and conditions as stated in Seller's invoices and bills of lading shall supersede and take precedence over any of Buyer's terms and conditions which may be contained on any such forms.
11. Seller shall not be liable to Buyer for any incidental, special, compensatory, consequential, expectation, exemplary or liquidated damages of any nature. Additionally, Seller shall not be liable to Buyer for back charges or loss of use to Buyer arising out of any alleged mis-fabrications or delay in carrying out this contract. Seller shall not be liable to Buyer for any damages and/or loss sustained by Buyer due to fire, strike, act of God, war, terrorism, insurrection, mob action, act of government, loss, damage or delay of materials, floods, storms, inability to obtain materials, or other acts or circumstances. Buyer agrees this limitation of Seller's liability is reasonable. Buyer further agrees that this limitation of Seller's liability is part of the consideration for this agreement and is reflected in the amounts charged by Seller under this agreement. Buyer intends that this limitation on Seller's liability be liberally construed in favor of Seller to eliminate any other liability of Seller other than repair or replacement of defective products. FURTHER, BUYER HEREBY AGREES AND STIPULATES THAT IN THE EVENT SELLER RECEIVES NOTIFICATION OF A PRICE INCREASE FROM ANY OF ITS SUPPLIERS BETWEEN THE DATE OF THIS AGREEMENT AND THE DATE SCHEDULED FOR DELIVERY OF THE MATERIALS COVERED HEREBY, SELLER RESERVES THE RIGHT, IN ITS SOLE DISCRETION, TO INCREASE THE PURCHASE PRICE STATED HEREIN IN AN AMOUNT CORRESPONDING TO SAID PRICE INCREASE.
12. Buyer may cancel an order by giving written notice to Seller. In the event of such cancellation, Buyer agrees to pay Seller all costs and damages incurred by Seller in preparing to perform the terms of the order and in performing the terms of the order prior to the receipt by Seller of such written notice, including but not limited to Seller's expenses of purchases of material, labor, fabrication and overhead.
13. All materials sold hereunder to Buyer are final and cannot be returned to Seller for credit unless Buyer obtains prior written approval from Seller's authorized representative. A 25% restocking fee shall be charged on all returned materials. Buyer may arrange for pickup of order at Seller's plant or shipment will be made by common carrier - "Freight Collect" - unless other arrangements are previously made. If, at Buyer's request, the delivery of materials is delayed, then Seller shall have the option to invoice Buyer for the price of materials, which invoice shall be due in accordance with the terms of payment provided herein. Buyer will reimburse Seller for the cost of storing materials if shipment is delayed by Buyer, and will assume any damages to the materials caused by deterioration.
14. Upon receipt of payment in full, Seller warrants its workmanship against failure due to defects per Seller's written warranties for a period of one (1) year from date of Seller's invoice; however, at Seller's sole discretion, Buyer's sole and exclusive remedy shall be limited to the repair or replacement of defective parts, F.O.B. Seller's plants (transportation, redesign, dismantling, disposal of material and installation are not included). Unless specified in writing, Seller makes no warranties, express or implied, and Seller's liability shall be limited to its written warranties and Buyer agrees Seller shall not be liable for any incidental, special, compensatory, expectation, exemplary or consequential damages, which Buyer may suffer for any reason, including reasons attributable to Seller. In the event that Buyer purchases a WEATHER TIGHTNESS WARRANTY, all Seller procedures must be followed for issuance of the warranty and Buyer must have paid in full all invoices for materials and the warranty before it will be issued. Seller does not warrant products that are not manufactured by Seller except to the extent of the warranty Seller may actually pass through or assign from the manufacturer. SELLER MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE PROPERTY SOLD UNDER THIS CONTRACT. This warranty is specifically non-assignable and non-transferable. Buyer acknowledges its responsibility to determine for the intended use of the material and/or Metal Building System, its appropriateness for all loads to be encountered, including but not limited to live load, wind load, snow/ice load, collateral and auxiliary loads, as well as its appropriateness for compliance with the requirements of all governing code bodies, statutory and regulatory agencies. Except for the obligations of Seller here under, all responsibility of Seller for the materials and/or Metal Building System ceases upon Seller's delivery to the carrier for shipment of the materials and/or Metal Building System to the Buyer. Unless otherwise specified herein, Seller shall select the carrier for shipment of the materials and/or Metal Building System to the Buyer and shipment charges from the plant of manufacture to Buyer shall be the sole responsibility of Buyer. All claims against the carrier for damage to or loss of the material and/or Metal Building System or any part thereof shall be made by Buyer. Any damage or loss during transit shall be the sole responsibility of Buyer. Seller's delivery schedule is approximate only. Claims for shortages or defective materials must be made to Seller in writing within five (5) days after receipt of shipment (which the parties agree is a reasonable time), or said claim shall be conclusively waived.
15. Any plans, specifications, details, descriptions, documents, terms and/or conditions not specifically referred to and accepted in this agreement are not a part hereof and shall not be binding upon Seller. If requested, Seller will submit to Buyer approval drawings of the materials and/or Metal Building System which is the goods forming the subject matter of this contract. The approval drawings may consist of a floor plan, anchor bolt plan and cross section. In order for Seller to proceed with the preparation of detailed shop drawings and the manufacture of the materials, the Buyer shall return one (1) set of approval drawings to the Seller with a notation of the Buyer's outright approval subject to changes or corrections, if any, noted thereon. Approval as noted by the Buyer affirms that Seller has correctly interpreted the overall contract requirements for the materials and/or Metal Buildings Systems and its accessories, and the exact location of accessories. All material sold will be in substantial compliance to approved drawings only. Buyer may orally waive the right to receive and approve drawings; provided, however, that in waiving such right, Buyer accepts Seller's interpretation as being correct and further accepts all responsibility for any discrepancies in the materials and/or Metal Building System that a review of the said drawings would have revealed to Buyer. Detailed shop drawings of individual parts of the material or Metal Building System will not be furnished by Seller.
16. Buyer may submit a written request for change orders to Seller adding, deleting or altering the Quantity, Description or Specifications of material ordered. Seller, upon receipt of a written request for change order, shall price the requested changes and send to Buyer a price quotation thereof. Seller shall be under no obligation to accept or perform a request for change order unless Buyer accepts in writing, without alteration or adjustment, the change order at the prices and terms quoted by Seller.
17. BUYER ASSUMES ENTIRE RESPONSIBILITY AND LIABILITY FOR ANY CLAIMS OR ACTIONS BASED ON OR ARISING OUT OF INJURIES, INCLUDING DEATH, TO PERSONS OR DAMAGES TO OR DESTRUCTION OF PROPERTY, SUSTAINED OR ALLEGED TO HAVE BEEN SUSTAINED IN CONNECTION WITH OR TO HAVE ARISEN OUT OF OR INCIDENTAL TO THE PERFORMANCE OF THIS CONTRACT BY BUYER, ITS AGENTS AND EMPLOYEES, AND ITS SUBCONTRACTORS, THEIR AGENTS AND EMPLOYEES, INCLUDING CLAIMS OR ACTIONS FOUNDED IN WHOLE OR IN PART UPON THE ALLEGED NEGLIGENCE OF SELLER, SELLER'S REPRESENTATIVES, OR THE EMPLOYEES, AGENTS, INVITEES, OR LICENSEES THEREOF. BUYER FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS SELLER AND ITS REPRESENTATIVES, AND THE EMPLOYEES, AGENTS, INVITEES AND LICENSEES THEREOF IN RESPECT OF ANY SUCH MATTERS AND AGREES TO DEFEND ANY CLAIM OR SUIT OR ACTION BROUGHT AGAINST SELLER, SELLER'S REPRESENTATIVE, AND THE EMPLOYEES, AGENTS, INVITEES AND LICENSEES THEREOF.
18. This Agreement, along with Seller's Quotation/Contract and/or Purchase Order including its Uniform Terms and Conditions, which is incorporated herein by reference, and any attached exhibits constitute the entire agreement of the parties herein.