



13929 Lynmar Blvd.
Tampa, FL 33626
P: 813.925.0144 F: 813.925.1414

Customer ID: _____ <small>For accounting use only</small>
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Account Application

All information must be completed for processing:

- Page 1: Application
Pages 2-3: Terms and Conditions
Page 4: Personal Guarantee
Page 5: Waiver of Liability (informational purposes)
Page 6: Limited Warranty and Remedy (informational purposes)

COMPANY NAME: _____
_____ **COD ACCOUNT** _____ **NET 30** _____ **Desired Limit**

Billing Address

Address: _____
City, State, Zip: _____

Shipping Address

Address: _____
City, State, Zip: _____

Phone: _____ **Fax:** _____ **Email:** _____

COMPANY INFORMATION (Required For All Accounts)

Key Contact: _____ **Title:** _____
President: _____ **SS# or Driver's License # (Required):** _____
Vice-President: _____ **SS# or Driver's License # (Required):** _____
Purchasing Agent: _____ **SS# or Driver's License # (Required):** _____
Others Authorized to Place Orders &/or Sign Checks: _____ **SS# or Driver's License # (Required):** _____

Type of Business: _____ **Estimated Annual Sales:** _____

Type of Ownership: Individual _____ Partnership _____ Corporation _____ In the State of _____

Date Business Started: _____ **Tax ID #:** _____ **Resale Certificate** (Please Attach)

ALL INVOICES TO BE EMAILED TO: _____

BANK REFERENCES (Required for All Accounts)

Name of Bank: _____ **Account Number:** _____
Address: _____ **City:** _____ **State:** _____ **Zip:** _____
Contact: _____ **Phone:** _____ **Email:** _____

TRADE REFERENCES (Required For Net 30 Accounts Only)

Provide six (6) references. If glazing subcontractor, please include at least three major glass suppliers.

	Company	Account Number	Telephone	Fax
1.				
2.				
3.				
4.				
5.				
6.				

By signing this agreement, I represent that I have the authority to act as a legal representative for the above stated company. I attest to the Company's financial responsibility, ability, and willingness to pay all invoices in accordance with terms stated on our Terms and Conditions of Sale Agreement and each Confirmation of Sale. I authorize FenWall, LLC (FenWall) to investigate our references for the purpose of extending credit.

Authorized Signature: _____ **Date:** _____
(Physical Signature Required. Digital Signatures not Accepted.)

Effective June 7, 2022

General Information

FenWall Terms and Conditions of Sale Agreement

FENWALL Terms and Conditions of Sale Agreement are by reference in and made part of quotations and/or contracts and or sales confirmations for the sale of Products from FenWall, LLC. here after referred to as FENWALL. No other terms, conditions, warranties, (implied or expressed), will be binding on FENWALL.

Hours of Operation

Our phones and facsimile are staffed Monday through Friday, 8:30AM to 5:00PM, EST. Phone number is (813) 343- 5979 and (813) 925-1414 Facsimile.

Limited Warranty and Remedy & Waiver of Liability The terms of the FENWALL Limited Warranty and Remedy and the FENWALL Waiver of Liability each attached hereto shall be incorporated herein as part of the FENWALL Terms and Conditions of Sale Agreement .

Pricing and Availability

Prices and discount factors are subject to change by FenWall without notice to Customer. Prices herein are list prices unless otherwise specified, and are subject to discounts prevailing at the time of order, which are offered in the sole discretion of FenWall, each of which shall be the sole obligation of the Customer. Prices do not include freight and crating charges and or applicable taxes. Customers should contact FENWALL for further information on any pricing availability.

Payment Terms

Unless otherwise agreed to in writing by FENWALL, payment of all invoices is as follows: 50% due with Purchase Order 50%, balance due prior to shipping. Or for Customers with open accounts as determined in the sole discretion of Fenwall 50% due with Purchase Order, 50% balance Net 30 days from the date of the invoice. All payments are due at the home office of FENWALL, located in Tampa Florida, in Hillsborough County.

Credit Card Payment

The undersigned, stating that he or she is duly authorized for the Customer, agrees to pay, in addition to other charges for materials, and or services and applicable sales tax, a 4% cash discount forfeited fee which will be added to all credit card charges. The undersigned for and on behalf of the Customer also agrees that he/she and the Customer will not dispute any charges incurred due to its purchase with Fenwall, due to incorrect, defective and or warranty issues with any products and or services purchased, which the undersigned hereby agrees will be governed by the Fenwall terms and conditions.

Financial Responsibility

All orders are subject to credit approval (in FenWall's sole discretion) at the time of order and or prior to shipment. FENWALL may, in its sole discretion, refuse to process and or ship any order at any time, and or require partial or full payment in advance, or require COD payment, if one or more of the following occur;

- 1) Customer is past due in paying any FENWALL invoices.
- 2) In the sole discretion of FENWALL, FENWALL determines that the Customer's financial conditions do not warrant shipment on normal credit terms.
- 3) Customer has refused to take delivery of or pay for prior shipments.
- 4) Shipment on normal credit terms will exceed

Customer's credit limit with FenWall.

5) If FenWall is forced to file a property lien or bond claim for any amounts past due, in addition to any legal fees spent by FenWall, a filing fee of \$400 and a satisfaction of lien fee of \$225 will be added to the customer's account balance.

Invoices past 30 days shall be charged a late payment charge of 1 and 1/2% per month, not to exceed 18% annually or the maximum interest rate by state or federal law, whichever is greater. Customer shall also reimburse FenWall for all costs incurred in collecting any late payments, including without limitation, attorney's fees.

Acceptance of order

All orders and or purchase orders from Customer, are subject to acceptance by FENWALL. No purchase orders received by Customer shall be deemed an order until FENWALL issues, and Customer receives, signs and returns to FENWALL, a written confirmation of order by FENWALL.

Tax

In addition to the purchase price for the Products as set forth on the applicable invoice, , Customer agrees to pay FENWALL the amount of any sales, occupation, excise or similar tax applicable to each purchase of Products. List prices and quotes do not include applicable taxes unless specifically stated in writing.

Freight Charges and risk of loss

Orders are shipped F.O.B. FENWALL, Tampa Florida, best way. Customer shall bear responsibility for damages or losses. It shall be the responsibility of the Customer to file and or make any required freight claim, directly with the freight carrier. Pre- paid freight orders shall not relieve the Customer of responsibility of damages and or losses during freighting.

Returned materials

FENWALL will not accept any Product returned from Customer, unless Customer has written authorization from FENWALL to return Products. Any and all requests from Customer to return Products, must be made in writing, within 30 days of the date the Products were shipped from FENWALL. Upon FENWALL's inspection, and providing the returned Products are sellable without requiring reconditioning, FENWALL will issue a credit to the Customer for the amount of invoice less 25% restocking fee, based on the amount of the purchase price actually received by FenWall from the Customer. No return and or credit will be authorized for custom, special and or made-to-order, and or non-stock products. Return transportation charges shall be paid for by the Customer. If the returned Products are sellable without reconditioning and returned due to FENWALL's error, FENWALL shall issue a full credit to the Customer for the amount of return transportation, limited to the amount of original transportation cost spent by FenWall and or API to ship the original order being returned.



CUSTOMER INITIALS
(Physical Signature Required. Digital Signatures Not Accepted.)

Canceled and changed orders

Custom, and or non-stock product orders, canceled by the Customer prior to shipping, shall be subject to cancellation charges as determined by FENWALL, in its sole discretion. Custom and or non-stock product orders, changed by the Customer prior to shipping, shall be subject to change charges, as determined by FENWALL in its sole discretion.

Brake Metal

No claim for incorrect brake metal fabrication and or for damaged (excluding damage by transportation Company) brake metal will be considered by FENWALL unless damaged and or incorrect brake metal is returned to FENWALL (at Customer's expense) for FENWALL's inspection. Claims must be made within 48 hours of receipt of the applicable Brake Metal. If upon inspection FENWALL determines that brake metal was returned due to error by FENWALL, then FENWALL will credit the Customer a reasonable cost for returned freight and replace the brake metal at no additional cost to Customer. All brake metal replaced by FENWALL at no charge, must be fabricated to the shapes and sizes originally ordered.

Intellectual Property

Customer shall indemnify and hold harmless FENWALL from and against any and all claims derived from and/or attributed to intellectual property infringement with respect to (a) misuse or modification of the Products or any combination of Products with third party products or materials, or (b) made-to-order or custom Products that were based on the Customer's specifications or any misuse or modification of such Products, or combination of such Products with any third party product or material.

Force Majeure

FENWALL shall not be liable for delays and or inability to perform due to strikes, flood, fire, labor disputes, war, (declared or undeclared, insurrections, riots, acts of God, embargoes by foreign nations, shortages of power required to run plants, unusual inability to obtain raw materials. FENWALL reserves the right in its sole discretion to decide the order of priority to fill orders and to cancel orders by written notice in the event it believes that by reason of the foregoing, it will be unable produce any order and or meet the scheduled completion date of any order.

Governing Law: Venue: Waiver of Jury Trial

This Agreement and all matters arising out of this Agreement are governed by, and construed in accordance with, the laws of Florida, without giving effect to any conflict of laws provisions thereof. Either party shall institute any legal suit, action, or proceeding arising out of this Agreement in the federal or state courts in each case located in Tampa, Florida. EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY: (a) CONSENTS AND SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE AFOREMENTIONED COURTS; (b) WAIVES ANY OBJECTION TO THAT CHOICE OF FORUM BASED ON VENUE OR TO THE EFFECT THAT THE FORUM IS NOT CONVENIENT; (c) WAIVES ANY RIGHT TO TRIAL BY JURY; AND (d) WAIVES PERSONAL SERVICE OF ANY SUMMONS, COMPLAINT, OR OTHER PROCESS, WHICH MAY BE MADE BY ANY OTHER MEANS PERMITTED BY FLORIDA LAW.

Consent for use of marketing materials

The parties agree that "FENWALL" shall be entitled to utilize the Customer's company name and project photographs in any "FENWALL" marketing.

Disclaimer of Warranties

FENWALL MAKES NO WARRANTIES EXCEPT FOR THOSE PROVIDED IN THIS AGREEMENT, AND THE FENWALL LIMITED WARRANTY AND REMEDY AND THE FENWALL WAIVER OF LIABILITY, AND ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (c) WARRANTY AGAINST INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET OR OTHER PROPRIETARY RIGHTS OF A THIRD PARTY; WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE

Limitation of Liability

IN NO EVENT SHALL FENWALL BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF, OR RELATING TO, AND/OR IN CONNECTION WITH ANY BREACH OF THIS AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT FENWALL WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. IN NO EVENT SHALL FENWALL'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO FENWALL by the CUSTOMER for the actual PRODUCT/S giving rise to the claim.

Miscellaneous

The invalidity, illegality, or unenforceability of any provision herein does not affect any other provision herein or the validity, legality, or enforceability of such provision in any other jurisdiction. The parties may not amend this Agreement except by written instrument signed by the parties. No waiver of any right, remedy, power, or privilege under this Agreement ("Right") is effective unless contained in a writing signed by the party charged with such waiver. No failure to exercise, or delay in exercising, any Right operates as a waiver thereof. No single or partial exercise of any Right precludes any other or further exercise thereof or the exercise of any other Right. The Rights under this Agreement are cumulative and are in addition to any other rights and remedies available at law or in equity or otherwise. Customer may not directly or indirectly assign, transfer, or delegate any of or all of its rights or obligations under this Agreement, voluntarily or involuntarily, including by change of control, merger (whether or not such party is the surviving entity), operation of law, or any other manner, without the prior written consent of FenWall. Any purported assignment in violation of this section shall be null and void. In the event that any party institutes any legal suit, action, or proceeding, including arbitration, against the other party arising out of this Agreement, the prevailing party in the suit, action or proceeding shall be entitled to receive, in addition to all other damages to which it may be entitled, the costs incurred by such party in conducting the suit, action, or proceeding, including reasonable attorneys' fees and expenses and court costs. This Agreement is binding upon and inures to the benefit of the parties and their respective successors and permitted assigns. Except for the parties, their successors and permitted assigns, there are no third-party beneficiaries under this Agreement. This Agreement may be executed in counterparts.

Company Name: _____
Duly Authorized Officer or Owner: _____ **Title:** _____
(Physical Signature Required. Digital Signatures Not Accepted.)
Printed Name: _____ **Date:** _____
Email: _____ **Phone #:** _____



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Joint Personal Guaranty

We, _____, _____, and _____,
Name Title Spouse (If unmarried, so state.)

residing at _____
Complete Address

and _____, _____, and _____,
Name Title Spouse (If unmarried, so state.)

residing at _____
Complete Address

for and in consideration of your extending credit at our request to _____
Name of Company

_____ (hereinafter referred to as the "Company").

Guarantors and Spouses whose signatures appear below hereby personally guarantee, and thereby subject themselves, individually, to being jointly and severally liable to FENWALL, which is located in Tampa, Hillsborough County, Florida, with respect to the faithful performance and satisfaction of Company's obligations to FENWALL, including but not limited to all financial and indemnity obligations the Company owes to FENWALL. As such, Guarantors and Spouses agree that all contractual obligations entered into by Company with FENWALL during the effective period of this Joint Personal Guaranty are incorporated herein by reference, and that Guarantors and Spouses hereby agree to be bound to same, including but not limited to any venue, jurisdictional and dispute resolution requirements contained therein. Additionally, the below Guarantors and Spouses understand and agree that the requirements of this Joint Personal Guaranty shall be continuing and irrevocable, and hereby waive notice of default and/or non-payment, and consent to any modification or renewal of the credit necessary for FENWALL to continue to fulfill orders requested by Company. The Guarantors and Spouses agree to pay all costs of collection, including but not limited to the payment of FENWALL's reasonable attorney's fees and costs, associated with enforcing the terms of Company's obligations to FENWALL.

Signature of Guarantor: _____

Date: _____

Signature of Spouse: _____

Date: _____

Signature of Witness: _____

Date: _____

Signature of Guarantor: _____

Date: _____

Signature of Spouse: _____

Date: _____

Signature of Witness: _____

Date: _____

(Physical Signature Required. Digital Signatures Not Accepted.)



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Effective April 24, 2018

General Information

Waiver of liability

FenWall, LLC, hereafter referred to as FENWALL, does not represent and or guarantee any product to meet local, municipal, state or national laws or regulations. FENWALL does not make any representations, expressed or implied, including but not limited to, any implied fitness for a particular purpose or use.

Due to the diversity of state, local and federal laws and building codes which govern the application of architectural aluminum products, it is the responsibility of the architect, owner, and installer to assure that the products selected for use comply with all applicable building codes and laws. FENWALL does not control the selection of products, and therefore assumes no responsibility for their misuse.

FENWALL reserves the right to discontinue or change any product present herein without prior written notice.

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Effective April 24, 2018

General Information

Limited Warranty and Remedy

FenWall, LLC, here after referred to as FENWALL, warrants to the buyer and all subsequent purchasers and users, that products supplied by it shall be free from defects in materials and workmanship for a period of one (1) year after the date of shipment from FENWALL's factory, provided the FENWALL Products are installed and maintained in strict accordance with all applicable safety and building standards and FENWALL's recommended installation instructions.

This warranty is valid for only those defects which appear within one (1) year from the date of shipment from FENWALL's factory, and providing FENWALL is notified in writing within sixty (60) days of defects appearing and prior to the expiration date of the warranty.

FENWALL disclaims, and excluded from this warranty is; any and all liability what so ever for, the installation of FENWALL Products, selection of Product for any particular use or design, and gaskets, sealants, parts, accessories, materials, components or other manufacturer's products used with FENWALL Products, or any lack of performance by FENWALL Products, which is attributed to products supplied by others.

FENWALL disclaims, and excluded from this warranty is; any and all liability what so ever for any FENWALL Product which has been subject to; abuse, miss use, neglect, modifications, alterations abnormal use, accident, fire, flood, earthquakes, acts of God, and or defects caused by normal wear and tear. Any and all decisions regarding the existence of defects in material and workmanship verses the existence of one or more issues (affecting this warranty) caused by others, shall be made by FENWALL and shall be final and binding upon the parties.

The sole and exclusive remedy with respect to this warranty and or to any other claim relating to defects and or any other condition or use of the products supplied by FENWALL, and whether such claim is based upon warranty contract, negligence, strict liability, or any theory, is limited to the repair or replacement of such FENWALL Products at the sole option of FENWALL, or payment by FENWALL, to the purchaser, an amount not to exceed the original purchase price collected by FENWALL from the purchaser.

FENWALL Products repaired or replaced by FENWALL shall be warranted to the same extent and to the same expiration date from the original date of shipment of the original order. This warranty shall not be deemed to have been extended from the date of which warranty work took place.

At no time does this warranty authorize the claiming party or any other party the right to proceed with repair or replacement of FENWALL's Products without written authorization by a duly authorized officer of the Company. Any unauthorized repair, replacement and or alteration of any kind to FENWALL's Products, without express written authorization from the Company as outlined above, shall deem FENWALL not liable for and or responsible to act upon this Warranty in regards to any unauthorized repair, replacement and or alteration of any kind to FENWALL's Products.

The parties agree that FENWALL's aggregate total cumulative liability under this limited warranty and or any other claim relating to defects and or the furnishing of FENWALL Products by FENWALL, is limited to the dollar amount of the purchaser's original payment made to FENWALL for products furnished by FENWALL only. In consideration of this warranty, FENWALL shall not be liable for special, direct, indirect, consequential, incidental, liquidated, or delay damages of any kind, including but not limited to loss of use, loss of profits or goodwill, damages for negligence in the manufacturing, design or supplying of the FENWALL Products, or any other commercial loss or injury what so ever.

This limited warranty is the only warranty made in conjunction with the sale and distribution of FENWALL Products. No representative, distributor or any other person is authorized to make, or makes any other warranty, representation or promise with respects to FENWALL Products. No modifications to this warranty oral or written shall be binding on FENWALL unless signed by a duly authorized officer of FENWALL.