



Facsimile

To: **DEBBIE BOYES**

FAX No.: **(760) 435-9412**

DATE: _____

PG. 1 OF _____

FROM: _____

SUBJECT: ESTABLISHING A METRO CREDIT ACCOUNT

(Please call if you don't receive all pages indicated, Thank you 760-435-9842)

We have attached the following documents;

- Application for Credit (Signed by company principals)
 - NOTES _____
- Terms & Conditions of Sale (Signed by company principals)
 - NOTES _____
- Distributor Purchase Authorization & Sales Tax Form (Signed by company principals)
 - NOTES _____

Before a Metro sales account can be set-up we require all **three (3)** forms above completed, signed and faxed to (760) 435-9412 or mailed back to Metro at the address below. We also need a copy of your company's **State Sales Tax, Re-Sale Certificate.**

ATT: – New Customer Accounts – Debbie Boyes
Metro Roof Products
3093 'A' Industry Street
Oceanside CA 92054

PH (760) 435-9842 XTN-103
FX (760) 435-9412
E-mail: mrpar@metroroofs.com

Upon receipt Metro will investigate your credit references and after receiving confirmation from your vendors, will create your account. You will receive written notification of the establishment of the account, along with the credit limit, directly from the Metro Accounting Department.

Thank you for completing these documents.

Metro Roof Products

3093 Industry Street
Oceanside CA 92054
PH: (760) 435-9842
FX: (760) 435-1162

www.smartroofs.com



METRO ROOF PRODUCTS

3093 'A' Industry Street, Oceanside CA USA 92054 Tel: (760) 435-9842 Fax: (760) 435-9412

Smart Roofs for Smart People

TERMS and CONDITIONS of SALE

TERMS

Net 30-days, (Freight charges are not applicable to price discounts), 12% Finance / Processing fee per annum (or maximum allowed by law) shall be applied to all past due invoices. Metro has the right to be reimbursed for reasonable legal costs incurred for any disputes that are litigated or mediated related to collections.

CREDIT and GENERAL INFORMATION

Metro may refuse, change, or withdraw extensions of credit at any time at its sole discretion. Metro shall have the right to demand payment on delivery of the goods or prior to shipment of the goods to the extent it deems advisable. All sales are final.

TRANSPORTATION and RISK of LOSS

Unless stated or agreed upon, all goods are sold F.O.B. Oceanside California USA. Upon due tender of the goods for delivery at the F.O.B. point, all risk or loss or damage shall pass to the buyer, regardless of the terms of payment or form of bill of lading, or mode of shipment, or who pays for the actual transportation charges.

PRODUCT RECEIVED

It is agreed that product delivered to customer will be considered to be in good saleable order and condition without exception unless the customer provides written notice to Metro within twenty four (24) hours of receipt of product. Receipt date will be considered to be the common carriers delivery date. Customer must have properly completed and noted deficiencies on Metro or common carriers Straight Bill of Lading.

DELAYS

Time for delivery or shipment is subject to availability of the goods at the time the order is placed. An estimated delivery date shall be provided, but any such day is not guaranteed and is not a condition of any contract arising from the buyers order. In no event shall Metro be liable for damages arising out of any delays, default or non-performance of any such contract accused by a) any impossibility or unlawfulness of performance for any reason; b) any interference beyond Metro's control or the control of Metro's suppliers, including but not limited to future allocations of raw material (government or otherwise), or similar restrictions limiting Metro's production, acts of God, of any public enemy or any acts of government or of any political subdivision or authority or representative thereof; strikes, lockouts, or labor troubles; embargoes, fires, floods, epidemics, quarantine restrictions, explosions, sabotage or other catastrophes or serious accidents, freight embargoes, or unusually severe weather conditions. Metro may, at its option cancel any such contract or delay performance thereunder for any period reasonably necessary due to any of the following, during which time any such contract shall remain in full force and effect unless canceled by buyer in writing. Metro shall have the further right to allocate goods between its own uses and its customers in a fair and reasonable manner.

WARRANTIES and REMEDIES

Metro warrants that the title to the goods it conveys shall be free of any encumbrances and that it will replace goods having manufacturing defects. Such warranties are in lieu of and exclude all other warranties, express or implied by operation of law or otherwise including any warranty of merchantability or that the goods can be used for any particular purpose desired by the buyer. The remedies provided in Metro's price lists and sales terms shall be the buyer's exclusive remedies for breach of any warranty, and under no circumstances shall seller be liable for any incidental or consequential damages resulting from any such breach of warranty. Buyer will participate in any of Metro's warranty programs for their goods for consumers and will make such warranties available to consumers where applicable on a presale availability basis. Tolerances will be in accordance with Metro's published standards in effect on the date of order or any then applicable industry standards for goods if Metro has no published standards.

RETURNS

Returns must be 12-months old or less and first be issued a Return Merchandise Authorization ("RMA") # from Metro BEFORE they can be accepted. Returns without an RMA # WILL NOT BE ACCEPTED. PREMIUM colors returned will be charged 30% & STANDARD colors returned will be charged 20% Re-Stock fee. All returns must be a minimum of \$50 of Metro product or accessories wholesale value. All material must be inspected and in an acceptable re-saleable condition and returned freight pre-paid to Metro Oceanside or where directed by Metro.

GOVERNING LAW & PAYMENT GUARANTEE AGREEMENT

This agreement shall be governed by the law of the State of California and of the United States of America. In consideration for Metro extending credit to the business identified below for any materials and / or services after this date at the request of applicant or its agents, the undersigned individual hereby personally guarantees unconditionally and irrevocably the prompt payment of any sums now, due to prior purchases, or hereafter owed to Metro by the business identified below whether said sums are due under open account, contract or otherwise. It is understood and agreed that credit, if extended, is to be on a continuing basis and may exceed estimated maximum credit limit required as stated in the credit agreement between Metro and the business. Metro shall not be obligated to notify the undersigned of the dates or amounts of any such credit and the undersigned waives demand, notice of default and any extension of time or any other forbearance which may be extended by Metro.

I understand and agree to the Payment Guarantee as stated above in the Payment Guarantee Agreement: REQUIRED: _____ Signature

BINDING ARBITRATION

In the event any controversy or claim arising out of or relating to this Agreement, or any breach thereof including but not limited to collection proceedings related to non payment by a customer, shall be submitted to arbitration in the Orange County, California in accordance with the then prevailing rules of the American Arbitration Association (i) before any arbitrator agreed upon by the Parties or (ii) if the Parties cannot agree upon an arbitrator within fifteen (15) days after date submitted for arbitration, an arbitrator shall be appointed by the American Arbitration Association. A hearing will be completed by the selected arbitrator within thirty (30) days from the date the arbitrator is selected. After a hearing, the arbitrator shall decide the controversy and render a written decision setting forth the issues adjudicated the resolution thereof and the reasons for the award within (45) days of arbitration. Payment of the expenses of arbitration, including the fees of arbitrator, shall be assessed by the arbitrator, based on the extent to which each party is at fault. It is agreed that metro has the right to be reimbursed for all legal cost including expenses relating to the arbitration proceedings. Any arbitration award shall be binding and may be entered as a judgment in any court of competent jurisdiction.

REQUIRED: _____ (Company Name) _____ (City & State)

REQUIRED: _____ Print Name (Shareholder or Partner only) _____ Signature _____ (Title of Person Signing) _____ SS# (Person Signing) _____ (Date)

This form must accompany all applications for credit with Metro Roof Products and be a part of the three (3) forms required to establish a Metro account. 1-Credit Application Form, 2-Purchase Authorization Form, 3-Terms & Conditions Form. By signing this document I am indicating that I am duly authorized to sign on behalf of my company & Agree to the terms and guarantee established under this agreement and those outlined in the Payment Agreement. An execution Agreement by telefax will be deemed as an original..



DISTRIBUTOR PURCHASE AUTHORIZATION AND SALES TAX RE-SELLER CERTIFICATE FORM

(Complete this form; attach your company's re-sale sales tax certificate and a Metro Credit Application, indicate who your Metro Rep is BEFORE faxing your first order. Metro will only accept faxed orders from staff listed below and all orders must be referenced to a Purchase Order).

FAX COMPLETED FORM BACK TO:
(760) 435-9412 Attention Accounting Dept.

METRO REP: _____

DISTRIBUTOR: _____

ADDRESS: _____

CITY: _____

STATE: _____ ZIP: _____

PH: _____ FX: _____

E-MAIL: _____

Signed: _____ Date: _____

Name of Person
Authorizing this form: _____

Title: _____
The staff listed below is authorized to purchase Metro Roof Products and accessories on behalf of the above named distributor account. A Purchase Order sent via fax must accompany every order.

<i>PRINT NAME:</i>	<i>SIGNATURE:</i>	<i>DATE:</i>
_____	_____	_____
_____	_____	_____
_____	_____	_____

RE-SELLER CERTIFICATE No. _____
(Attach copy of actual re-sale certificate. Forms WITHOUT a Re-Sale Certificate will be charged sales tax)

STATE Issued in: _____

(Office Use Only!)

REGION: No. _____ HQ__ CA__ SW__ NW__ MT__ HI__ NC__ SC__ NE__ SE__ CAN__

CREDIT APPL. RECVD.:__ CREDIT CHK. COMPLETE__ APPROVAL DATE: _____

CREDIT LIMIT: \$ _____ TERMS: _____

AUTHORIZED BY: _____

<http://www.metroroofs.com>

Metro Roof Products
3093 'A' Industry Street
Oceanside CA 92054

Toll Free:
(866) METRO-4U
Tel: (760) 435-9842
Fax: (760) 435-9412
Orders: (760) 435-1162