



# BONNELL

ALUMINUM

P.O. BOX 428 NEWNAN, GA 30264 EMAIL: CreditDepartment@bonnellaluminum.com CREDIT DEPT FAX: 770-254-7712

## APPLICATION FOR CREDIT - Page 1 of 7

**INSTRUCTIONS:** All applicants must complete this page of the application and sign at the bottom. If you have a pre-printed page of credit references, you may substitute your page for page two of our application. If you supply your own pre-printed list of credit references, please be sure it includes the name of your current aluminum extrusion source. This application is used in the United States, as well as Canada; therefore, any verbage in the credit application, or the terms and conditions attached (an integral part of this form), which are not applicable by law are to be disregarded as though they are not a part of this form. For the purposes of this application, references to Supplier shall mean any or all the following entities: Bonnell Aluminum, Inc., Bonnell Aluminum (Clearfield), Inc. Bonnell Aluminum (Elkart), Inc., Bonnell Aluminum (Niles), LLC, Bonnell Aluminum (Corporate), Inc., and their respective parents, subsidiaries and affiliates, including but not limited to any future entities that may be acquired by supplier.

Applicant's Legal Name \_\_\_\_\_ D/B/A \_\_\_\_\_  
 Street Address \_\_\_\_\_ City/State/ZIP \_\_\_\_\_  
 Mailing Address \_\_\_\_\_ City/State/ZIP \_\_\_\_\_  
 Phone # \_\_\_\_\_ Fax # \_\_\_\_\_ Line of Business \_\_\_\_\_  
 Branch ( ) Division ( ) Subsidiary ( ) of \_\_\_\_\_  
 Applicant is a: Corporation ( ) Partnership ( ) Proprietorship ( ) Years in Business Under This Ownership \_\_\_\_\_  
 Applicant's DUNS Number \_\_\_\_\_ Parent's DUNS Number (If applicable) \_\_\_\_\_

**Personal Contacts:**

President/Owner _____	Phone _____	Fax _____	E-Mail _____
Financial Officer _____	Phone _____	Fax _____	E-Mail _____
Buyer/Purchaser _____	Phone _____	Fax _____	E-Mail _____
Accounts Payable _____	Phone _____	Fax _____	E-Mail _____

**FOR U.S. BUSINESSES ONLY**

Federal Tax I.D. Number \_\_\_\_\_ Social Security Number (if Proprietorship) \_\_\_\_\_

**PLEASE INCLUDE A COPY OF YOUR STATE SALES TAX EXEMPTION CERTIFICATE**

**ATTACH A COMPLETE COPY OF YOUR MOST RECENT FISCAL YEAR-END FINANCIAL STATEMENT**

REQUESTED CREDIT LINE (APPROXIMATE AMOUNT OF PURCHASES IN ONE MONTH) \$ \_\_\_\_\_

**INVOICES MAY BE TRANSMITTED VIA E-MAIL OR FAX. PLEASE ENTER THE APPLICANT'S CONTACT NAME (OR DEPARTMENT) TO WHOM INVOICES SHOULD BE SENT, ALONG WITH THE E-MAIL ADDRESS AND/OR FAX NUMBER.**

**NAME OR DEPARTMENT** \_\_\_\_\_ **FAX NUMBER** \_\_\_\_\_

**E-MAIL ADDRESS** \_\_\_\_\_  
 No terms or conditions of purchase different from the terms outlined on the attached (an integral part of this form) or in our published price list will become part of any sales or service agreement unless specifically approved in writing by Supplier.

Applicant agrees to notify Supplier by Certified Mail of any change in ownership that would change the party obligated by this debt and shall be responsible for all charges made to this applicant until such notice is received.

Applicant agrees to keep within Supplier's credit terms. Should the account ever become delinquent, Applicant agrees to pay interest of 1 1/2% per month (or legal limit if less) on any amount which becomes delinquent beyond 30 days. If the account is placed for collection, Applicant agrees to pay all costs and expenses of collection, including attorneys' fees and expenses. Standard terms, subject to credit approval, are Net 30 Days from invoice date. All orders are subject to credit approval and delay if account is delinquent or if credit line is exceeded.

All transactions conducted by or between the Applicant and Supplier shall be governed and construed in accordance with the laws of the state of Georgia. Applicant acknowledges and agrees that the exclusive place of jurisdiction for any action, suit or proceeding relating to all such transactions shall be in the state courts of Georgia sitting in Coweta County, Georgia.

The above information and all other given for the purpose of obtaining materials from supplier on credit is warranted to be true and correct to Applicant's best information. Applicant hereby authorizes the investigation of the references listed. All information will be held in confidence and used for credit granting purposes only.

**Bonnell Aluminum will never request changes to ACH details via email and legitimate emails from Bonnell will only come from our bonnellaluminum.com domain.**

**AUTHORIZED SIGNATURE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**PRINTED NAME:** \_\_\_\_\_

**DATE:** \_\_\_\_\_



# BONNELL

ALUMINUM

P.O. BOX 428 NEWNAN, GA 30264

PHONE: 770-253-2020 CREDIT DEPT FAX: 770-254-7712

## APPLICATION FOR CREDIT - Page 2 of 7

### BANK REFERENCE

Bank Name \_\_\_\_\_  
Address \_\_\_\_\_  
Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_  
Loan Officer or other contact \_\_\_\_\_  
Account Numbers: Checking \_\_\_\_\_  
Savings \_\_\_\_\_  
Other \_\_\_\_\_

### TRADE REFERENCES (Please include your present aluminum extrusion source)

1) Name \_\_\_\_\_  
Address \_\_\_\_\_  
Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_  
Contact \_\_\_\_\_ Account Number \_\_\_\_\_  
Email Address \_\_\_\_\_

2) Name \_\_\_\_\_  
Address \_\_\_\_\_  
Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_  
Contact \_\_\_\_\_ Account Number \_\_\_\_\_  
Email Address \_\_\_\_\_

3) Name \_\_\_\_\_  
Address \_\_\_\_\_  
Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_  
Contact \_\_\_\_\_ Account Number \_\_\_\_\_  
Email Address \_\_\_\_\_

4) Name \_\_\_\_\_  
Address \_\_\_\_\_  
Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_  
Contact \_\_\_\_\_ Account Number \_\_\_\_\_  
Email Address \_\_\_\_\_

## STANDARD TERMS AND CONDITIONS OF SALE

**1. CONTRACT BETWEEN PURCHASER AND SELLER.** This Agreement, consisting of this form as completed, together with the Order Acknowledgment previously issued to Buyer, and any documents incorporated by reference, shall be a contract binding Seller and Buyer. Buyer shall not be entitled to revoke, defer, or change any purchase order in process of production unless approved by Seller in writing on terms that will compensate Seller for all costs and expenses associated therewith and will indemnify Seller against all losses related thereto. This Agreement shall replace and supersede any purchase order you may have issued respecting the product(s) to be purchased and sold hereunder and is not intended to evidence Seller's acceptance of any such purchase order. Seller also hereby notifies you of its objection to any different or additional terms, whether contained in Buyer's form or otherwise, you may wish to propose for inclusion in this Agreement. Seller will not be deemed to have waived these terms and conditions of sale if it fails to object to any provision contained in Buyer's form or otherwise. Your silence or acceptance of any product delivered hereunder shall be conclusive evidence of your acceptance of the terms and conditions of this Agreement as stated herein. In the event of any errors in this Agreement, please notify us immediately; failure to provide notice of any error within ten days of the date hereof shall make you liable for any additional costs incurred by Seller.

**2. CHANGE IN PRICE AND PRODUCT LINE.** All materials will be invoiced at Seller's price and charges in effect at the time of shipment. Seller reserves the right to make changes at any time in design, materials, or specifications without decreasing performance, and to discontinue any product or products without notice.

**3. TOLERANCES.** Unless otherwise specified on the Seller's quotation form or acknowledgement order form, the goods shipped hereunder shall be subject to quantity, specifications, and dimension tolerances considered standard by Seller at the date of quotation or order acceptance. Allowable shipping tolerances are as follow:

Line-Item Size	Allowable Shipping Tolerance	
	(Category A Shapes)	(Category B Shapes)
Less than 500 pounds	+/- 50%	-0 / +500 pounds
500 – 999 pounds	+/- 35%	-0 / +500 pounds
1,000 – 1,999 pounds	+/- 15%	-0 / +500 pounds
2,000 – 3,749 pounds	+/- 10%	+/- 25%
3,750 – 4,999 pounds	+/- 10%	+/- 15%
5,000 – 9,999 pounds	+/- 10%	+/- 10%
10,000 pounds and up	+/- 5%	+/- 5%

- a) The Standard Shipping Tolerances stated above will apply to the quantity of each line item specified on the order.
- b) Category A shapes are defined as profiles less than 12 inches (solids) or 10 inches (hollows and semi-hollows) in circle size, and weight per foot less than 5 pounds-per-foot.
- c) Category B shapes are defined as profiles equal or greater than 12 inches (solids) or 10 inches (hollows and semi-hollows) in circle size or weight per foot equal or greater than 5 pounds-per-foot.
- d) Line items reading DO NOT UNDERSHIP will be subject to double the over-shipment tolerance; line items reading DO NOT OVERSHIP will be subject to double the under-shipment tolerance.
- e) Requests for less than standard Shipping Tolerance are subject to inquiry.

**4. PAYMENT.** If at any time prior to completion of performance under this Agreement, Seller shall have reasonable cause to doubt Buyer's ability or intention to perform as required hereby, Seller may demand assurances of Buyer's ability or intention to perform and may suspend its own performance pending receipt of such assurances. Buyer's failure to provide assurances as requested may be deemed a breach of contract. Such reasonable assurances may include evidence of Buyer's financial health, including evidence of its ability to pay amounts that may come due under this Agreement and the provision of third-party sureties guaranteeing such payment. Prices shown and payments due under this Agreement are in United States dollars and must be received by Seller in full, without set-off or other deduction, no later than the due date. Payment is due under the terms stated on the face hereof. Failure by Buyer to make full payment by the due date shall constitute a default. Buyer agrees to pay all costs and expenses, including reasonable attorney's fees, incurred by Seller in the collection of any past due sum payable by Buyer to Seller, or in the exercise of any remedy.

**5. INTEREST.** Interest at the rate of 1.5% per month (18% per annum) or the then current JPMorgan Chase & Co. prime rate plus 4% (whichever is greater, but not to exceed interest rates permitted by applicable law) will be charged on all balances outstanding after (30) days from the due date.

**6. TAXES.** Any increase in the cost to Seller of manufacturing the product sold hereunder, or any increase in the cost of any materials used in the manufacture thereof, whether payable by Seller or embodied in the cost to Seller of such materials and caused by taxes, excises, duties or other charges of any kind, or any such levy of any kind on the sale, delivery to or the use by Buyer, imposed by any national, state or municipal government, or any agency or political subdivision thereof, shall be separately invoiced or added to the price herein above specified, and shall be paid by Buyer so far as permissible under applicable laws, regulations and/or orders of competent governmental authority having jurisdiction thereof. State and federal (but not county or municipal) income, franchise, gross receipts, occupational or other similar taxes are not to be considered as a tax or governmental charge within the meaning of this paragraph.

**7. FORCE MAJEURE.** Seller will not be liable for failure in the performance of its obligations hereunder where such performance has been delayed prevented or rendered commercially impractical due to accidents, differences with workmen, strikes, shortage of labor, inability to obtain materials, fuel or power from normal sources, fires, floods or other acts of God, epidemics, pandemics, acts or omissions of Buyer, priorities required, requested or granted for the benefit of any Federal or state government, restrictions imposed by Federal or any state legislation or regulations thereunder, or any cause whether similar or dissimilar to those enumerated, beyond the reasonable control of Seller

**8. DELAYS.** Seller shall use reasonable efforts to fill an order in accordance with the estimated shipping date but shall not be responsible for any delays in filling an order nor liable for any losses or damages resulting from such delays, and no order shall be subject to cancelation for such delays.

**9. WARRANTY.** Seller warrants that the product(s) supplied by Seller shall be free from defects in workmanship and material and shall conform to the descriptions and specifications, if any, set forth or incorporated by reference in this Agreement. The foregoing warranty only applies to the quality of the goods at the time of delivery, and Seller makes no representation as to the durability or service life of the product. THE FOREGOING WARRANTY IS EXCLUSIVE AND SELLER DISCLAIMS ANY OTHER WARRANTY, EXPRESS OR IMPLIED, WHETHER CREATED BY CONTRACT, BY STATUTE OR OTHERWISE BY OPERATION OF LAW, INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**10. REMEDY.** If any product supplied by Seller fails to conform to the warranty set forth in paragraph 8, Buyer shall promptly notify Seller of the nonconforming product in writing not later than five (5) days after Buyer becomes aware of

the nonconformity and in any event not later than 6 months after delivery of the product to Buyer and hold such product pending Seller's inspection or other written instructions. Following Seller's receipt of such written notice, Seller reserves the right to inspect the product at Buyer's or Seller's location to confirm any such claimed nonconformity. If, upon Seller's consent, the alleged nonconforming product is returned to Seller for inspection and Seller subsequently determines that the product conforms to the foregoing warranty, Buyer shall be responsible for Seller costs for storage and related expenses pending Buyer's return shipping instructions. If Seller determines that the product fails to conform to the warranty, Seller, at its sole option, shall: (1) repair the product; (2) replace it with a product that conforms to the above warranty; or (3) return to Buyer the price, or that portion of the price, paid for the nonconforming product. Unless the order expressly provides that Seller shall provide transportation, Buyer shall bear all transportation costs and make all arrangements for transportation of the nonconforming product to and from the repair or manufacturing facility specified by Seller. The parties agree that Seller's analyses shall govern. Seller's remedial obligations hereunder are conditioned on the product not having been subjected to misuse, abuse, or alteration. Transportation or traffic damages are to be noted on the delivery copy of Seller's manifest and/or bill of lading. No inspection or investigation of claim by Seller shall be deemed a waiver of this requirement.

**11. EXCLUSIVE REMEDY.** The remedies set forth in paragraph 10 shall be Buyer's exclusive remedies for products that fail to conform to the warranty in paragraph 9 above or for any other nonconformity of defect existing or alleged to exist in the product.

**12. CONSEQUENTIAL DAMAGES.** Seller shall not be liable to Buyer, whether in contract, tort or otherwise (including strict liability) for any special, incidental, indirect or consequential damages whatsoever, without regard to whether such damages are foreseeable, including but not limited to damages for loss of profits or revenue, loss of use of any equipment or technology, damage to other tangible property of buyer, cost of capital, cost of downtime or delays or claims of customers.

**13. LIMITATION OF LIABILITY.** Seller's liability and Buyer's exclusive remedy for any tender of nonconforming or defective Goods or breach of warranty, is expressly limited to Seller's choice of (A) the repair of nonconforming or defective Goods; (B) the replacement of nonconforming or defective Goods with conforming Goods at the FOB point shown on the face of the Form, and (C) the repayment of that portion of the purchase price represented by nonconforming or defective Goods. Such repair, replacement or repayment will be made only upon return of the nonconforming or defective Goods, which may be returned at Seller's cost only after inspection by Seller and receipt by Buyer of definite shipping instructions from Seller. Buyer assumes all other liability for any loss, damage or injury to persons or property arising out of, connected with or resulting from the use of the Goods, either alone or in combination with other products. Seller's aggregate liability to Buyer, and to persons or entities claiming through Buyer, arising out of this Agreement, whether such liability arises in contract, tort or otherwise (including strict liability), at law or in equity, shall not exceed the price, or portion thereof, actually paid by Buyer for the specific order on which such liability is based.

**14. INDEMNITY.** Buyer shall release, hold harmless, indemnify Seller and Seller's officers, directors and employees against any and all liability and associated expense (including reasonable attorney's fees) they may incur in connection with claims asserted by persons or entities not a party to this Agreement for personal injury (including death) or property damage in any way connected with the sale, transportation, use or possession of the product, including its design, whether such claims arise in contract, tort or otherwise (including strict liability), whether in law or in equity, except to the extent such liability is adjudged by a court of competent jurisdiction to have been caused solely by the gross negligence or intentional misconduct of the person or entity to whom indemnity would otherwise be provided hereunder. Buyer expressly waives any right, whether arising under contract or by operation of law, to indemnity or contribution from Seller with respect to liability Buyer may have for the claims of persons or entities not a party to this Agreement in any way arising out of their sale, transportation, use, design, or possession of any product purchased and sold hereunder.

**15. PURCHASER'S DESIGNS, PLANS, DRAWINGS, SPECIFICATIONS AND REQUIREMENTS.** For any product that is not included in Seller's standard product line offered for sale generally in the usual course of Seller's business, it is agreed that Buyer has engaged Seller to manufacture such product to Buyer's specifications and requirements. Seller shall not be responsible for the adequacy of prints, drawings, specifications, and requirements respecting such product or for the adequacy of the design represented thereby. Seller also shall not be responsible for the adequacy of the materials incorporated in such product or for testing or otherwise determining the sufficiency and applicability of the design. Seller shall not be responsible for determining or assuring that such product or the use or application of such product conforms to applicable federal, state, or local laws, rules, or regulations. Seller's only warranty with respect to such products shall be as set forth in paragraph 8. All designs, plans, prints, or drawings or whatever kind prepared by Seller with respect to such products are and shall remain the sole property of Seller.

**16. ADVICE BY SELLER.** The giving or failure to give advice or recommendations of any character by Seller shall not impose liability upon Seller nor grant Buyer any license to the use of any of Seller's patents, inventions, trademarks, or trade names.

**17. EQUIPMENT.** Any equipment (including extrusion dies, backers, bolsters, jigs, tools, etc.) which Seller specifically constructs or acquires for use on Buyer's extrusion order shall be and remain Seller's property and in Seller's sole possession and control. Any charges billed to Buyer by Seller therefore shall be for the use of such equipment only in connection with this Agreement and shall confer on Buyer no right of any kind with respect to such equipment. If Buyer fails to pay any of the amounts due Seller for a period of six months, or breaches any of these terms and conditions, or if bankruptcy or insolvency proceedings are commenced by or against Buyer, or if Buyer shall make an assignment for the benefit of creditors, or if a receiver shall be appointed for Buyer, all of Buyer's rights in and to the equipment shall be forfeited to Seller and Seller may use or dispose of such equipment as it, in its sole discretion, deems appropriate.

**18. PATENTS.** If any material shall be manufactured or sold by Seller to meet Buyer's specifications or requirements and is not a part of Seller's standard product line offered by it for sale generally in the usual course of Seller's business, Buyer agrees to indemnify Seller and Seller's officers, directors and employees against all liability and associated expense (including reasonable attorney's fees) for actual or alleged infringement of any United States or foreign patent and to defend any suits or actions which may be brought against Seller for any alleged infringement because of the manufacture or sale of any such material.

**19. TRANSPORTATION.** F.O.B. Shipping Point. Title and risk of loss shall pass to Buyer at the place and time such material is placed into the possession of the carrier or shipper at the Seller's location.

**20. CHANGES.** Seller assumes no responsibility for any changes by Buyer in the specifications identified in the Agreement as originally issued unless such changes are confirmed in writing by Buyer and accepted in writing by Seller. Seller's acceptance of any such change may be conditioned on prior agreement to mutually acceptable changes in price and schedule for delivery of the product.

**21. RETURNABLE EQUIPMENT.** Any equipment, pallets or containers specified on the face of this Agreement as returnable, whether a charge is made or deposit is required, shall be returned promptly in accordance with Seller's instructions.

**22. GOVERNING LAW; VENUE.** This Agreement shall be interpreted in accordance with the laws of the State of Georgia and federal intellectual property laws, without regard for choice of law. The parties agree that all actions or proceedings arising in connection with the present contract shall be tried and litigated only in the state and federal courts located in Coweta County, Georgia, USA and each party waives, to the extent permitted under applicable law, any right each may have to assert the doctrine of forum non conveniens or to object to venue to the extent any proceeding is brought in accordance with this section.

**23. NOTICE.** Notice to either party under any provision of this Agreement shall be: (i) in writing and delivered personally or sent by certified mail, overnight courier service or facsimile or electronic transmission to the address designated in the Quote Form, (ii) by facsimile to the number most recently provided to such party or such other address or face number as may be designated in writing by such party, and (iii) by electronic mail, to the electronic mail address most recently provided to such party or such other electronic mail address as may be signed in writing by such party. Any notice or other communication so transmitted shall be deemed to have been given on the day of delivery, if delivered personally, on the business day following receipt of written confirmation, if sent by facsimile or electronic transmission, or one (1) business day after delivery to an overnight courier service. To the extent notice relates to a breach of this Agreement, termination of the Agreement or an order, or an indemnification obligation, a copy of the notice shall also be sent to: Tredegar Corporation, ATTN: General Counsel, 1100 Boulders Parkway, North Chesterfield, Virginia 23225.

**24. CONFIDENTIALITY.** Unless otherwise agreed in writing by Seller, Buyer will not disclose the pricing or other terms of this Order to any third party.

**25. BUYER'S WARRANTY.** Notwithstanding any other provision contained herein or any other obligation of Buyer hereunder, Buyer, upon acceptance of Goods that are the subject of this Order, warrants that Buyer, its successors, assigns, agents and employees are industrial users of such Goods and possess the knowledge and expertise to use the same in accordance with (i) accepted industry standards (ii) all applicable laws, (iii) prudent safety practices and (iv) operating manuals or other instructions provided by Seller, if any.

**26. SUBSIDIARIES AND AFFILIATES.** Seller may be acting hereunder on its own behalf or as agent for any one or more person's subsidiary to or affiliated with Seller. This Agreement may be performed and all rights hereunder against Buyer may be enforced by (i) Seller; or (ii) any one or more person's subsidiary to or affiliated with Seller; or (iii) a third party designated by Seller; (iv) in part by Seller and in part by one or more of said subsidiaries, affiliated persons or third parties.

**27. ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement of Seller and Buyer respecting its subject matter and supersedes any prior or contemporaneous understandings. The contract evidenced by this Agreement may not be amended or rescinded except in a written document signed by authorized representatives of both Seller and Buyer.

**28. NON-ASSIGNABILITY.** This Agreement is neither transferable nor assignable by either Buyer or Seller except to (1) affiliates, subsidiaries, or successors to the business of Seller to which this Agreement relates or (2) with the consent of the other party.

**Effective on and after January 15, 2024.**