



**DUNBARTON**  
**CORPORATION**  
*Your Complete Opening Solution*

RediFrame | Slimfold | Hollow Metal | RediKit | RediFit | Achiever  
PO Box 8577 | Dothan, AL | 36304-0577  
334.794.0661 | 800.633.7553  
[www.dunbarton.com](http://www.dunbarton.com)  
[credit@dunbarton.com](mailto:credit@dunbarton.com)

**NEW CUSTOMER CREDIT APPLICATION**

Please email completed credit package to: [credit@dunbarton.com](mailto:credit@dunbarton.com)

**In order to establish credit** with Dunbarton Corporation we **must** have this form **completed and signed**.

Amount of Credit to be requested \$ \_\_\_\_\_ Year Business Established \_\_\_\_\_

Amount of Initial Order \$ \_\_\_\_\_ Estimated Annual Purchases \$ \_\_\_\_\_

Full Name of Account \_\_\_\_\_

Mailing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone Number (\_\_\_\_\_) \_\_\_\_\_ Fax Number (\_\_\_\_\_) \_\_\_\_\_

Date Submitted \_\_\_\_\_ Dunbarton Sales Representative \_\_\_\_\_

Person to be contacted concerning:

Department:	Name:	Phone/Extension	Email:
Payables			
Purchasing			

**MAJOR TRADE SUPPLIERS GIVE COMPLETE ADDRESS, INCLUDING ZIP CODE.**

**(A SEPARATE LIST OF PREPARED REFERENCES IS ACCEPTABLE). Fax or email addresses must be included**

1. Name \_\_\_\_\_ Ph \_\_\_\_\_ Fax or email \_\_\_\_\_

Address \_\_\_\_\_ Zip \_\_\_\_\_

2. Name \_\_\_\_\_ Ph \_\_\_\_\_ Fax or email \_\_\_\_\_

Address \_\_\_\_\_ Zip \_\_\_\_\_

3. Name \_\_\_\_\_ Ph \_\_\_\_\_ Fax or email \_\_\_\_\_

Address \_\_\_\_\_ Zip \_\_\_\_\_

4. Principal Bank \_\_\_\_\_ Account No. \_\_\_\_\_

Address \_\_\_\_\_ Phone \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Fax \_\_\_\_\_

**(PLEASE ATTACH SALES TAX EXEMPTION CERTIFICATE)**

I agree to abide by the terms of Dunbarton Corporation, which are Net 30 Days from date of Invoice (unless otherwise stipulated). I further agree to pay Late Charges if invoices are paid beyond the agreed terms. Late Charges are computed at 1.5% per month, 18% per annum. I agree to the terms and conditions listed on page 2. In the event of default, and if this account is turned over to an agency and/or attorney for collections, the undersigned hereby agrees to pay all reasonable fees and/or costs of collections whether or not suit is filed.

Signed \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

**BANK RELEASE FORM**

I authorize my bank \_\_\_\_\_  
to release information to Dunbarton for the purpose of establishing credit with their company.

Company Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

**NOTICE:** ECOA prohibits discrimination against applicants or their company based on race, color, religion, gender, marital status, age or national origin

## TERMS & CONDITIONS OF SALE

Apply to all Dunbarton operations; hereinafter referred to as Seller.

### 1. FORMATION OF CONTRACT.

These Terms and Conditions of Sale ("Terms") and the Sales Order Acknowledgment form ("Acknowledgement") that reference them constitute a sale agreement between Seller and Buyer for the purchase of goods identified on the Acknowledgement (together the "Sale Agreement") upon Buyer's acceptance and Seller's confirmation of Seller's acceptance of the Sale Agreement. Buyer's acceptance must be upon the exact terms and conditions set out in the Sale Agreement. Seller objects to, and will not be bound by, any purported term or condition of acceptance that differs from or adds to the Sale Agreement as submitted by Seller. Buyer may accept the Sale Agreement either orally with an authorized representative of Seller or in writing by mail, receipt verified facsimile or by e-mail at the addresses set out on the Acknowledgement. Buyer's acceptance and the formation of a contract will not be effective until Seller confirms Buyer's acceptance by one of the methods described in the preceding sentence ("Confirmation" or "Confirmed").

These Terms and Conditions of Sale ("Terms") and the Sales Order Acknowledgment form ("Acknowledgement") that reference them constitute a sale agreement between Seller and Buyer for the purchase of goods identified on the Acknowledgement (together the "Sale Agreement") upon Buyer's acceptance and Seller's confirmation of Seller's acceptance of the Sale Agreement. Buyer's acceptance must be upon the exact terms and conditions set out in the Sale Agreement. Seller objects to, and will not be bound by, any purported term or condition of acceptance that differs from or adds to the Sale Agreement as submitted by Seller. Buyer may accept the Sale Agreement either orally with an authorized representative of Seller or in writing by mail, receipt verified facsimile or by e-mail at the addresses set out on the Acknowledgement. Buyer's acceptance and the formation of a contract will not be effective until Seller confirms Buyer's acceptance by one of the methods described in the preceding sentence ("Confirmation" or "Confirmed").

### 2. PRICES.

All prices and discounts are subject to change without notice and are F.O.B. Seller's factory. Prices will be those in effect at time of shipment. Any tax imposed by any city, county, state, or federal law on the sale of goods pursuant to the Sale Agreement will be in addition to the sales prices thereof and payable by Buyer, unless otherwise specified on the Acknowledgement. Prices do not include any special packaging or crating, unless otherwise specified on the Acknowledgement. Specific price quotations made in writing by the Seller are subject to acceptance only if the order placement is accepted within the time limit indicated on such quotations.

### 3. DELIVERY OF GOODS; FORCE MAJEURE.

Seller may refuse to Confirm a Sale Agreement until it receives complete and acceptable shipping instructions from Buyer. Seller reserves the right to ship, at Buyer's expense, upon terms Seller chooses unless specific instructions are received and approved by Seller. Shipments and deliveries will be subject to approval of Seller's Credit Department at all times. Seller will not be liable for any delivery failure resulting from causes beyond its control, including, but not limited to, emergency government requirements and allocation of materials, fire, explosion, flood, strikes, war, labor unrest, embargo, acts of God or public enemy or transportation difficulties or other external commercial causes. Under no circumstances will Seller be liable for any damage growing out of, or owing to, any delay of any kind whatsoever, unless there is a specific agreement in writing, between the Seller and Buyer to the contrary.

If Buyer elects to delay shipment of goods later than the original shipping date requested, Seller may invoice Buyer on original shipping date and Buyer agrees to pay as if the goods were timely shipped. Buyer agrees to pay reasonable storage charges in the event of such delayed shipping. Buyer agrees to pay any additional sales, excise, or ad valorem taxes charged to Seller because of such delayed shipping.

### 4. CHANGES OR CANCELLATION OF ORDERS.

All changes must be submitted in writing and approved by Seller. When Buyer requests changes to or cancellation of an order, the following will apply:

- a. A \$75.00 upcharge for any changes made to an order ten (10) working days prior to the scheduled ship date.
- b. Changes made to or cancellation of an order after fabrication of the material has begun will be subject to a charge to be determined on a time and material basis.

### 5. CLAIMS FOR DEFECTIVE GOODS.

All goods are carefully inspected before shipment. Claims for shortages, or defective goods must be submitted in writing to Seller within ten (10) business days after Buyer's receipt of the goods. Seller reserves the right, at its option, to replace or repair any defective goods, or to grant a credit for their return. Seller will not accept the return of goods for credit or replacement without Seller's prior written consent. If goods appear defective, Buyer should discontinue their use and notify Seller promptly so that Seller may investigate. Seller will not be liable for any claim for labor or expense caused by Buyer's use of defective goods, or for damages in excess of Seller's price for the defective goods.

### 6. RETURN OF GOODS.

Return of goods for reasons other than defects will be accepted only with Seller's prior written authorization. Only standard goods will be considered for return. No custom goods will be eligible for return. Goods returned with Seller's approval will be subject to Seller's regular inspections. If found saleable without requiring reconditioning or further work, credit will be issued at the price in effect on receiving date, or the original invoice date, whichever is the lower, less a restocking charge of 25% minimum. No credit will be issued on goods failing to pass regular inspection.

### 7. WARRANTIES.

Seller warrants all goods manufactured by or for Seller or under Seller's control and direction to be free of defects in material and workmanship subject to the following terms, conditions, and limitations: (a) the component must be used under normal conditions and service; (b) the warranty is for a term of one (1) year from the date of shipment by Seller unless otherwise stated in Seller's catalogue in effect at the time of Seller's Confirmation of the Sale Agreement; (c) Seller's only liability for breach of this express warranty is, at Seller's cost, to repair or replace such defective good, F.O.B. jobsite, warehouse, or as specified in Seller's last confirming order for such defective good; and (d) Seller's opinion, after inspection of such good, will be final and binding as to whether such good was in fact defective. Seller warrants that the goods sold conform to the description in Seller's catalog in effect at the time of Seller's Confirmation of the Sale Agreement. SELLER MAKES NO PROMISES, REPRESENTATIONS, OR WARRANTIES, WHETHER EXPRESSED, IMPLIED, STATUTORY, OR OTHERWISE, REGARDING OR RELATING TO THE GOODS SOLD TO BUYER OR BUYER'S USE OR MISUSE THEREOF OTHER THAN THOSE SET FORTH ABOVE. SELLER SPECIFICALLY DISCLAIMS EXPRESS AND IMPLIED CONDITIONS, DUTIES, OR WARRANTIES, INCLUDING WITHOUT LIMITATION, OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

### 8. LIMITATION OF LIABILITY.

In no event will Seller be liable for any special, indirect, incidental, exemplary, punitive, or consequential damages, or any damages whatsoever resulting from loss of use or profits, arising out of or in connection with Seller's performance or non-performance under the Sale Agreement, or from Buyer's use, abuse, misuse of the goods supplied by Seller, or for any other reason, whether in an action of contract or tort (including, without limitation, strict liability, negligence, gross negligence, or willful act), whether or not Seller has been advised of the possibility of such damages.

### 9. PAYMENT TERMS.

Seller will invoice Buyer for all goods provided through the date of such invoice. Unless other terms are written on the Acknowledgment Form, within allotted days of receipt of such invoice, Buyer will remit payment in accordance with payment terms located on invoice.

### 10. GOVERNING LAW.

The Sale Agreement will be governed by and construed in accordance with the laws of the state of [Alabama] without regard to conflict of laws principles.