



CREDIT APPLICATION AND ACCOUNT AGREEMENT

BILLING ADDRESS:

Name: _____
Street Address: _____
City: _____ State: _____ Zip: _____
Country: _____
Telephone: _____
Type of Business: _____

SHIPPING ADDRESS:

Name: _____
Street Address: _____
City: _____ State: _____ Zip: _____
Country: _____
Telephone: _____ Fax: _____
Email: _____

FULL NAME: _____ TITLE: _____ SOCIAL SECURITY/FEIN #: _____

Nature of Business: _____
Business Established: _____
Resale Number: _____
Contractor License #: _____

Contractor Bond Information: _____
Insurance Company: _____
Years at this location: _____

PLEASE SUBMIT, IN CONFIDENCE, LATEST FINANCIAL INFORMATION:

Bank: _____
Branch: _____
Attn: _____

Phone: _____
Account Number: _____

REFERENCES:

Name: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____

Name: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____

Name: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____

I certify that all statements in this application are true and complete and made for the purpose of obtaining credit from Robust Fireplaces Inc. (hereafter called Robust). I authorize Robust to investigate the references herein listed, or statements and other data obtained from me pertaining to my credit and financial responsibility, and agree they shall become the property of Robust whether or not credit terms are granted.

This agreement does not obligate Robust to sell goods or extend credit to the customer, or obligate the customer to purchase goods from Robust. However, in the event of any sales by Robust to the customer, the terms and conditions on the next page of this agreement shall control. I agree to pay in accordance with Robust's terms of 15 days from the date of the invoice for each shipment. In the event of legal action, I agree to reimburse Robust for costs of collection, including reasonable attorney's fees and court costs.

Date Full Name of Firm By (Title)

INDIVIDUAL GUARANTY

Each of the undersigned (individually called a guarantor) unconditionally guarantees full payment of all present and future indebtedness of the customer to Robust. This is an open and continuous guarantee and is given to induce Robust to sell or continue to sell goods to the customer and shall remain in force until revoked by the undersigned by notice in writing to Robust, by such revocation shall be effective goods or extend credit to the customer.

At any time Robust may, without notice, sell goods or extend credit to the customer; modify, renew, extend or compromise any indebtedness; take subordinate or release any security, release the customer or any guarantor from any liability for any indebtedness; and otherwise deal with the customer and guarantors in any manner Robust deems fit in connection with any indebtedness. Each guarantor waives presentment, demand, protest and notice of any kind.

If there is more than one guarantor, their obligations are joint and several. Robust may bring a separate action against any guarantor without first proceeding against the customer or any other person or security, and without pursuing any other remedy.

If a legal proceeding is commenced to interpret or enforce this guaranty, Robust shall be entitled to recover costs and reasonable attorney's fee in such proceeding, or any appeal thereof.

Date Signature



STANDARD TERMS AND CONDITIONS

1. **EFFECT** – These terms and conditions shall govern all sales of goods by Robust Fireplaces Inc. (hereafter called Robust) to the customer, and they are not required to be set forth in any order, confirmation, invoice or other document relating to any specific sale. Robust reserves the right to modify these terms and conditions from time to time, and any such modification shall be effective for orders accepted by Robust after the effective date announced by Robust for such modification.
2. **PAYMENT** – Any amount not paid within mentioned term on the invoice will accrue interest at the rate of 1.5% per month.
3. **DELIVERY AND SHIPMENT** – Goods are sold F.O.B. place of shipment. Robust may ship goods in two or more lots. Risk of loss to goods shall pass to the customer when delivered to the customer or to a carrier for shipment to the customer.
4. **ACCEPTANCE** – The customer shall inspect all goods upon receipt and give written notice to Robust for any claimed nonconformity within 10 days after receipt, specifying the nature of the nonconformity in detail. Failure to give notice of nonconformity constitutes irrevocable acceptance of the goods. Robust shall have 30 days from receipt of notice within which to cure any nonconformity. This agreement is severable as to all goods, and the customer may not refuse to accept any goods because of a nonconformity with the respect to other goods.
5. **WARRANTY** – Robust warrants that goods will be free from defects in material and workmanship for 6 months following delivery to the customer. If any goods are proven defective within the warranty period, Robust, at its option, shall either replace the defective goods or refund their purchase price. In either event, the customer shall return any unused goods freight prepaid to Robust Company. This warranty shall not be effective unless a) the goods are stored and used in accordance with good commercial practices, b) the goods are not used after the customer discovers, or reasonable should have discovered, any defect, c) the customer immediately notifies Robust after discovering any defect, and d) the customer permits Robust to inspect the defective goods. This warranty does not apply to defects resulting from normal wear, misuse, abuse, negligence, alteration or accident, or any other claims not arising directly from defect in material or workmanship.
ROBUST LIABILITY UNDER THIS WARRANTY OR OTHERWISE WITH RESPECT TO GOODS OR THEIR USE (INCLUDING LIABILITY FOR BREACH OF WARRANTY, STRICT LIABILITY, NEGLIGENCE OR OTHERWISE) IS LIMITED EXCLUSIVELY TO REPLACEMENT OR REFUND, AND NOT OTHER RIGHT OR REMEDY WILL BE AVAILABLE TO THE CUSTOMER OR ANY OTHER PERSON. IN NO EVENT SHALL ROBUST BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, SPECIFICALLY INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
6. **INDEMNITY** – Expect for warranty claims under Section 5, the customer shall indemnify and hold Robust harmless from and all loss, liability or expense, arising out of or relating to any goods.
7. **DEFAULT** – Upon any breach of repudiation by the customer, Robust, in Robust's sole discretion, may elect to declare the unpaid balance of all amounts owing to Robust by the customer immediately due and payable, may exercise the rights and remedies specified in the Uniform Commercial Code, and may exercise any other rights or remedies otherwise available to Robust. All of Robust's rights and remedies shall be cumulative. Any required notice of the sale or other disposition of any goods shall be reasonable if given 5 days before the time of sale or disposition.
8. **ASSURANCE OF PERFORMANCE** – Upon request, the customer shall furnish to Robust such evidence as Robust may require of the customer's ability to fully perform the customer's obligations to Robust.
9. **CONTRACT BETWEEN MERCHANTS** – This agreement shall be deemed an agreement between merchants. The customer represents that the customer will purchase goods only for business or commercial use.
10. **TAXES AND DUTIES** – The customer shall pay any federal, state, municipal or other governmental tax or other charges resulting from a sale by Robust to the customer.
11. **NOTICES** – Any notices given to the customer may be given by personal delivery or certified mail, directed to the customer at any address shown on the first page of this agreement, or such other address as the customer may designate in writing prior to the time of the giving of such notice, or in any other manner authorized by law. Any notice given shall be effective when actually received or, if given by certified mail, then 24 hours after the deposit of such notice.
12. **EXCUSABLE DELAYS** – Robust shall not be liable for any delays in performance due to causes beyond its reasonable control, including, but not limited to acts of nature, strikes, or inability to obtain labor or materials on time.
13. **BINDING EFFECT** – This agreement shall be binding upon, apply and inure to the benefit of the successors and assigns of the parties. However, the customer shall not transfer any of the customer's rights or obligations under this agreement without the prior written consent of Robust.
14. **WAIVER** – No Failure by either party to insist upon strict compliance with any provision of this agreement shall be construed as a waiver of either party's right to insist upon strict compliance in the future.
15. **COMPLETE AGREEMENT** – This agreement constitutes a final and complete statement of the agreement between the parties. If the customer submits any purchase order, bid request, or other document in connection with the purchase of goods containing recitations or expressions of terms which conflict with, add to or modify the covenants, terms and conditions of this agreement, the use of such documents is solely for the convenience of the parties and all such recitations or expressions are ineffective. Robust's obligations under this agreement may not be modified except by a writing signed by an agent of Robust having actual authority to sign. If any provision of this agreement is held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect.
16. **LEGAL PROCEEDINGS** – This agreement shall be governed by and construed in accordance with the laws of the state of California. If a legal proceeding is commenced for the purpose of interpreting or enforcing this agreement, Robust shall be entitled to recover a reasonable attorney's fee in such proceeding, or any appeal thereof.