

Robust Fireplaces Inc.

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La Crescenta, CA 91224



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www.robustfireplaces.com

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 dealer, or obligate the dealer to purchase goods from Robust. However, in the event of any sales by Robust to the dealer, 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 dealer to Robust. This is an open and continuous guarantee and is given to induce Robust to sell or continue to sell goods to the dealer 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 dealer.

At any time Robust may, without notice, sell goods or extend credit to the dealer; modify, renew, extend or compromise any indebtedness; take subordinate or release any security, release the dealer or any guarantor from any liability for any indebtedness; and otherwise deal with the dealer 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 dealer 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

These terms and conditions shall govern all sales of goods by Robust Fireplaces Inc. (hereafter called Robust) to the dealer, 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.

PAYMENT – Any amount not paid within mentioned term on the invoice will accrue interest at the rate of 1.5% per month.

DELIVERY, SHIPMENT, ACCEPTANCE – All goods will be delivered to the dealer using FedEx. The dealer is responsible for all shipment charges. The risk of loss will pass to the dealer upon delivery of the goods to the dealer's location. The dealer shall inspect all goods upon receipt and give written notice to Robust for any claimed nonconformity within 7 business 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.

WARRANTY – Refer to our Robust Liners Warranty Form for our limited 10-year warranty conditions.

PRICING POLICY – Our pricing policy requires all our dealers to quote the customer for no less than double the price listed on our Robust Liners Pricing Form to ensure uniformity of pricing. We do not enforce a price ceiling.

DEMOS – Robust will provide dealer with up to three liners of the dealer's choice, free of charge, to be displayed at the store. Additional demos may be purchased by dealer.

INSTALLATION – Dealer warrants that it has qualified staff and necessary equipment for the purpose of providing adequate installation to its customers. Adequate installation training will be provided by Robust. Dealers will obtain and maintain a full understanding of Robust liner installation requirements and will be fully responsible for executing these guidelines. Robust will not honor the product warranty as a result of faulty installation.

DEFAULT – Upon any breach of repudiation by the dealer, Robust, in Robust's sole discretion, may elect to declare the unpaid balance of all amounts owing to Robust by the dealer 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.

NON-DISCLOSURE AGREEMENT – Dealer agrees to not use or disclose to others any technical and business information relating to the Robust's designs, patentable ideas, trade secrets, and existing or contemplated products and services, regardless of whether such information is designated as "Confidential Information" at the time of its disclosure. Any extensions, improvements, and derivatives in the Robust's products shall be the property of Robust Fireplaces.

GENERAL INDEMNITY – Each party shall indemnify, defend and hold the other harmless from and against any and all claims, actions, damages, demands, liabilities, costs and expenses, including reasonable attorney's fees and expenses, resulting from any act or omission of the acting party or its employees under this Agreement, that causes or results in property damage, personal injury or death. Robust is supplying products with the understanding that you, as the dealer, have the appropriate licenses, training, experience and insurance to perform installation safely and legally. Robust accepts no responsibility in the event any property damage or injury occurs to users or installers of our products.

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.

BINDING EFFECT – This agreement shall be binding upon, apply and inure to the benefit of the successors and assigns of the parties. However, the dealer shall not transfer any of the dealer's rights or obligations under this agreement without the prior written consent of Robust.

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.