



12157 W Linebaugh Ave #335  
 Tampa, FL 33626  
 Phone: 813-925-0144  
 Fax: 813-925-1414

**Account Application**

All information must be completed for processing:  
 Page 1 – Application  
 Pages 2-3 – Terms and Conditions  
 Page 4 – Personal Guarantee  
 Page 5 – Waiver of Liability (informational purposes)  
 Page 6 – Limited Warranty and Remedy (informational)

COMPANY NAME: \_\_\_\_\_  
 \_\_\_\_\_ COD ACCOUNT \_\_\_\_\_ NET 30 \_\_\_\_\_ Desired Limit

**Billing Address**

**Shipping Address**

Address:	Address:
City, State, Zip:	City, State, Zip:

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

**Company Information (Required For All Accounts)**

Key Contact: \_\_\_\_\_ Title: \_\_\_\_\_  
 President: \_\_\_\_\_ SS# or Driver's License # (Required): \_\_\_\_\_  
 Vice-President: \_\_\_\_\_ SS# or Driver's License # (Required): \_\_\_\_\_  
 Purchasing Agent: \_\_\_\_\_ SS# or Driver's License # (Required): \_\_\_\_\_  
 Others Authorized to Place  
 Orders &/or Sign Checks: \_\_\_\_\_ SS# or Driver's License # (Required): \_\_\_\_\_  
 Type of Business: \_\_\_\_\_ Estimated Annual Sales: \_\_\_\_\_

Ownership: Individual \_\_\_\_\_ Partnership \_\_\_\_\_ Corporation \_\_\_\_\_ in the state of \_\_\_\_\_

Date Business Started: \_\_\_\_\_ Tax ID Number: \_\_\_\_\_

Re-Sale Certificate#: (Please Attach Copy) \_\_\_\_\_

**Bank Reference (Required For All Accounts)**

Name of Bank: \_\_\_\_\_ Account Number: \_\_\_\_\_  
 Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Contact: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

**Trade References (Required For Net 30 Accounts Only)**

Provide six (6) references. If glazing subcontractor, please include at least three major glass suppliers.

	Company	Account Number	Telephone	Fax
1.				
2.				
3.				
4.				
5.				
6.				

By signing this agreement, I represent that I have the authority to act as a legal representative for the above stated company. I attest to the company's financial responsibility, ability, and willingness to pay all invoices in accordance with terms stated on our Terms and Conditions of Sale Agreement and each Confirmation of Sale. I authorize American Products, Inc. (API) to investigate our references for the purpose of extending credit.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_



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**Effective March 8, 2010**

**General Information**

**API Terms and Conditions of Sale Agreement**

API Terms and Conditions of Sale Agreement are by reference in and made part of quotations and/or contracts and or sales confirmations for the sale of Products from American Products Production Company of Pinellas County, Inc. here after referred to as API. No other terms, conditions, warranties, (implied or expressed), will be binding on API.

**Hours of Operation**

Our phones and facsimile are staffed Monday through Friday, 8:30AM to 5:00PM, EST. Phone number is (813) 925-0144 and (813) 925-1414 Facsimile.

**Limited Warranty and Remedy & Waiver of liability**

The terms of the API Limited Warranty and Remedy and the API Waiver of Liability shall be incorporated herein as part of the API Terms and Conditions of Sale Agreement as if they were attached and or written verbatim.

**Pricing and availability**

Prices and discount factors are subject to change without notice. Prices herein are list prices unless otherwise specified, and are subject to discounts prevailing at the time of order. Prices do not include freight and crating charges and or applicable taxes. Call API for further information.

**Payment Terms**

Unless otherwise provided by API, payment of all invoices is due net 30 days from the date of the invoice. All payments are due at the home office of API, located in Tampa Florida, in Hillsborough County, where venue shall lie legal actions commenced with in connection to this agreement and or the payment of API Products.

**Financial Responsibility**

All orders are subject to credit approval at the time of order and or prior to shipment. API may refuse to process and or ship any order at anytime, and or require partial or full payment in advance, or require COD payment, if one or more of the following occur;

- 1) Purchaser is past due in paying any other API invoices.
- 2) In the sole discretion of API, API determines that the purchaser's financial conditions do not warrant shipment on normal credit terms.
- 3) Purchaser has refused to take delivery of and or pay for prior shipments.
- 4) Shipment on normal credit terms will exceed purchaser's credit limit with API.

Invoices past 30 days shall be charged a late payment charge of 1-1/2% per month, not to exceed 18% annually or the maximum interest rate by state or federal law, whichever is greater.

**Consent to jurisdiction and applicable law**

Purchaser expressly agrees that any and all disputes and or claims arising out of and or attributed to this agreement and or from the purchase and or payment (or non-payment) thereof of API Products, shall be resolved exclusively within a court of competent jurisdiction, in Hillsborough County

Florida. It is agreed that each purchase order received and accepted by API shall commence an agreement entered into by the parties, within the state of Florida, and that all terms herein shall be construed and enforced with the laws of the state of Florida. The prevailing party in any dispute shall be entitled to collect reasonable attorney's fees and court cost from the non-prevailing party.

**Acceptance of order**

All orders and or purchase orders from purchaser, are subject to acceptance by API. No purchase orders received by purchaser shall be deemed an order until API issues, and purchaser receives, signs and returns to API, a written confirmation of order by API.

**Tax**

In addition to the price, purchaser agrees to pay API the amount of any sales, occupation, excise or similar tax applicable to the transaction. List prices and quotes do not include applicable taxes unless specifically stated in writing.

**Freight Charges and risk of loss**

Orders are shipped F.O.B. API, Tampa Florida, best way. Purchaser shall bear responsibility for damages or losses. It shall be the responsibility of the purchaser to file and or make any required freight claim, directly with the freight carrier. Pre-paid freight orders shall not relieve the purchaser of responsibility of damages and or losses during freighting.

**Returned materials**

API will not accept any material returned from purchaser, unless purchaser has written authorization from API to return materials. Any and all requests from purchaser to return material, must be made in writing, within 30 days of the date the material was shipped from API. Upon API's inspection, and providing the returned material is sellable without requiring reconditioning, API will issue a credit to the purchaser for the amount of invoice less 25% restocking fee. No return and or credit will be authorized for custom, special and or made-to-order, and or non-stock products. Return transportation charges shall be paid for by the purchaser. If the return products are sellable without reconditioning and returned due to API's error, API shall issue a full credit for the amount of return transportation.

**Custom and special orders**

Orders consisting of custom, and or non-stock finishes and or fabrication, and or extrusions, shall require a 50% deposit of payment with the purchaser's purchase order. Set-up fees and minimum quantity orders may apply to some custom and special orders.

**Canceled and changed orders**

Custom, and or non-stock product orders, canceled by the purchaser prior to shipping, shall be subject to cancellation charges as determined by API. Custom and or non-stock product orders, changed by the purchaser prior to shipping, shall be subject to change charges, as determined by API.

\_\_\_\_\_ **CUSTOMER INITIALS**



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**Brake Metal**

No claim for incorrect brake metal fabrication and or for damaged brake metal will be considered by API unless damaged and or incorrect brake metal is returned to API (at purchaser's expense) for our inspection. Claims must be made within 48 hours of receipt of material. If upon inspection API determines that brake metal was returned due to error by API, API will credit the purchaser a reasonable cost for returned freight and replace the brake metal at no additional cost to purchaser. All brake metal replaced by API at no charge, must be fabricated to the shapes and sizes originally ordered.

**Patents**

Purchaser shall indemnify and hold harmless API from and against any and all claims derived from and or attributed to patent infringements, for made-to-order products, per the purchaser's specifications.

**Force Majeure**

API shall not be liable for delays and or inability to perform due to strikes, flood, fire, labor disputes, war, (declared or undeclared, insurrections, riots, acts of God, embargoes by foreign nations, shortages of power required to run plants, unusual inability to obtain raw materials, . API reserves the right in its sole discretion to decide the order of priority to fill orders and to cancel orders by written notice in the event it believes that by reason of the foregoing, it will be unable produce any order and or meet the scheduled completion date of any order.

Company Name: \_\_\_\_\_

Duly Authorized officer or owner: \_\_\_\_\_ Title: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_



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**Joint Personal Guaranty**

We, \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_,  
Name Title Spouse (If unmarried, so state.)

residing at \_\_\_\_\_  
Complete Address

and \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_,  
Name Title Spouse (If unmarried, so state.)

residing at \_\_\_\_\_  
Complete Address

for and in consideration of your extending credit at our request to \_\_\_\_\_  
Name of Company

\_\_\_\_\_ (hereinafter referred to as the "Company").

Guarantors and Spouses whose signatures appear below hereby personally guarantee, and thereby subject themselves, individually, to being jointly and severally liable to American Products, Inc. (hereinafter referred to "API"), which is located in Tampa, Hillsborough County, Florida, with respect to the faithful performance and satisfaction of Company's obligations to API, including but not limited to all financial and indemnity obligations the Company owes to API. As such, Guarantors and Spouses agree that all contractual obligations entered into by Company with API during the effective period of this Joint Personal Guaranty are incorporated herein by reference, and that Guarantors and Spouses hereby agree to be bound to same, including but not limited to any venue, jurisdictional and dispute resolution requirements contained therein. Additionally, the below Guarantors and Spouses understand and agree that the requirements of this Joint Personal Guaranty shall be continuing and irrevocable, and hereby waive notice of default and/or non-payment, and consent to any modification or renewal of the credit necessary for API to continue to fulfill orders requested by Company. The Guarantors and Spouses agree to pay all costs of collection, including but not limited to the payment of API's reasonable attorney's fees and costs, associated with enforcing the terms of Company's obligations to API.

**Signature of Guarantor:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Signature of Spouse:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Signature of Witness:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Signature of Guarantor:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Signature of Spouse:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Signature of Witness:** \_\_\_\_\_ **Date:** \_\_\_\_\_



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General Information

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## **Waiver of liability**

American Products Production Company of Pinellas County, Inc., hereafter referred to as API, does not represent and or guarantee any product to meet local, municipal, state or national laws or regulations. API does not make any representations, expressed or implied, including but not limited to, any implied fitness for a particular purpose or use.

Due to the diversity of state, local and federal laws and building codes which govern the application of architectural aluminum products, it is the responsibility of the architect, owner, and installer to assure that the products selected for use comply with all applicable building codes and laws. API does not control the selection of products, and therefore assumes no responsibility for their misuse.

API reserves the right to discontinue or change any product present herein without prior written notice.



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### **Limited Warranty and Remedy**

American Products Production Company of Pinellas County, Inc. here after referred to as API, warrants to the buyer and all subsequent purchasers and users, that products supplied by it shall be free from defects in materials and workmanship for a period of one (1) year after the date of shipment from API's factory, provided the API Products are installed and maintained in strict accordance with all applicable safety and building standards and API's recommended installation instructions.

This warranty is valid for only those defects which appear within one (1) year from the date of shipment from API's factory, and providing API is notified in writing within sixty (60) days of defects appearing and prior to the expiration date of the warranty.

API disclaims, and excluded from this warranty is; any and all liability what so ever for, the installation of API Products, selection of Product for any particular use or design, and gaskets, sealants, parts, accessories, materials, components or other manufacturer's products used with API Products, or any lack of performance by API Products, which is attributed to products supplied by others.

API disclaims, and excluded from this warranty is; any and all liability what so ever for any API Product which has been subject to; abuse, miss use, neglect, modifications, alterations abnormal use, accident, fire, flood, earthquakes, acts of God, and or defects caused by normal wear and tear. Any and all decisions regarding the existence of defects in material and workmanship verses the existence of one or more issues (affecting this warranty) caused by others, shall be made by API and shall be final and binding upon the parties.

The sole and exclusive remedy with respect to this warranty and or to any other claim relating to defects and or any other condition or use of the products supplied by API, and whether such claim is based upon warranty contract, negligence, strict liability, or any theory, is limited to the repair or replacement of such API Products at the sole option of API, or payment by API, to the purchaser, an amount not to exceed the original purchase price collected by API from the purchaser.

API Products repaired or replaced by API shall be warranted to the same extent and to the same expiration date from the original date of shipment of the original order. This warranty shall not be deemed to have been extended from the date of which warranty work took place.

At no time does this warranty authorize the claiming party or any other party the right to proceed with repair or replacement of API's Products without written authorization by a duly authorized officer of the Company. Any unauthorized repair, replacement and or alteration of any kind to API's Products, without express written authorization from the Company as outlined above, shall deem API not liable for and or responsible to act upon this Warranty in regards to any unauthorized repair, replacement and or alteration of any kind to API's Products.

The parties agree that API's aggregate total cumulative liability under this limited warranty and or any other claim relating to defects and or the furnishing of API Products by API, is limited to the dollar amount of the purchaser's original payment made to API for products furnished by API only. In consideration of this warranty, API shall not be liable for special, direct, indirect, consequential, incidental, liquidated, or delay damages of any kind, including but not limited to loss of use, loss of profits or goodwill, damages for negligence in the manufacturing, design or supplying of the API Products, or any other commercial loss or injury what so ever.

This limited warranty is the only warranty made in conjunction with the sale and distribution of API Products. No representative, distributor or any other person is authorized to make, or makes any other warranty, representation or promise with respects to API Products. No modifications to this warranty oral or written shall be binding on API unless signed by a duly authorized officer of API.