

APPLICATION FOR CREDIT

COMPANY/BUYER NAME _____ DATE _____

STREET ADDRESS _____ P.O. BOX _____

CITY _____ STATE _____ ZIP _____

PHONE _____ FAX _____

COMPANY STATUS: CORPORATION PARTNERSHIP PROPRIETORSHIP INDIVIDUAL

TYPE OF PURCHASE: TAXABLE? YES NO IF NO RESALE OTHER (PLEASE INCLUDE TAX CERTIFICATE)

STATE OF INCORPORATION _____ DATE OF INCORPORATION _____

LOCATION OF HOME OFFICE _____ EMPLOYER IDENTIFICATION NO. (EIN) _____

NAMES OF OFFICERS, OWNERS OR PARTNERS: EMAIL:

1. _____ SS# _____ 1. _____

2. _____ SS# _____ 2. _____

3. _____ SS# _____ 3. _____

BANK REFERENCES:

Name	Acct. #	Bank Officer	Address	Phone/Fax
1. _____	_____	_____	_____	_____
2. _____	_____	_____	_____	_____

TRADE REFERENCES:

Name	Address	Phone/Fax
1. _____	_____	Fax _____
2. _____	_____	Fax _____
3. _____	_____	Fax _____
4. _____	_____	Fax _____

ACCOUNTS PAYABLE CONTACT NAME/PHONE: _____

AP EMAIL: _____ ANTICIPATED MONTHLY VOLUME \$ _____

PLEASE INCLUDE THE FOLLOWING WITH YOUR APPLICATION:

- a) Financial statements (preferably audited) for the latest fiscal year (Minimum-Balance Sheet and Income Statement).
- b) Most recent interim financial statements if those included in (a) above are over six months old.

I (We) hereby authorize the above companies and/or banks to release factual credit information to NCI Group, Inc. and/or Robertson-Ceco II Corporation relating to my (our) past and present credit experience for the purpose of determining credit worthiness.

I (We) hereby acknowledge that I (we) have furnished the information above for the purpose of obtaining credit from NCI Group, Inc. and/or Robertson-Ceco II Corporation and I (we) have read and understand and consent to the Terms and Conditions of Sale.

FOR OFFICE USE ONLY	
Approved _____	Disapproved _____
Limit \$ _____	
Notes _____	
By _____	Date _____

Buyer hereby agrees that Seller may use a facsimile copy of this or any other document between Buyer and Seller and lieu of any original document.

Signature (Officer/Owner) _____ Title _____

Printed Name _____ Date _____

PERSONAL GUARANTEE: If the Buyer or credit customer is a corporation, then those signing this application, whether signing as an officer or not, personally guarantee payment for all items purchased on credit by the corporation. For value received in consideration of the credit that Seller may hereafter extend the undersign(s) (hereinafter referred to as "Guarantor(s)") hereby jointly, severally, irrevocably and unconditionally personally guarantee payment when due to Seller, of any and all present or future indebtedness owed to Seller by the Buyer (hereinafter referred to as "Debtor"), and hereby agree to prompt and immediate payment of such indebtedness if default in payment thereof be made by the Debtor, plus all costs and attorney fees if placed for collection. The Guarantor(s) expressly waives notice of acceptance of guarantee in demand, and notice of nonpayment, and consents to any extension of time of payment of any and all indebtedness hereby guaranteed. This guarantee is a continuing guarantee. This guarantee shall continue to apply to all sales made, services rendered and advances made by Seller to the Debtor (also including but not limited to Debtor's subsidiaries and affiliates) and to all such present and future indebtedness however arising. This is intended to be a personal guarantee and not a corporate guarantee, and will personally bind the Guarantor(s) notwithstanding any title or designation made by me. The Guarantor(s) as personal guarantor, recognizing that his or her individual credit history report may be a necessary factor in the evaluation of this personal guarantee, hereby consents to and authorizes the use of a commercial, consumer or any other credit report on the undersigned by Seller from time to time as may be needed in the credit evaluation process.

_____, Individually _____, Individually _____
 Signature _____ Signature _____ Date _____

TERMS AND CONDITIONS OF SALE

- All references to "Seller" shall refer to NCI Group, Inc. and/or Robertson-Ceco II Corporation. Seller and Buyer may sometimes collectively be referred to herein as the "parties."
- The parties expressly agree that none of the following terms and conditions (the "Terms and Conditions") nor any Seller written terms not contained herein, may be waived, modified, or amended without the express written consent of the Seller's President or Executive Vice-President and CFO, and the Terms and Conditions shall apply to any and all sales between Seller and the Buyer. Any and all terms and/or conditions contained within any other document(s) issued by Buyer, whether conflicting with these Terms and Conditions or not, shall be deemed null, void and of no force, effect or consequence. Any document(s) that Buyer may issue including, but not limited to, purchase orders or sales acknowledgement forms shall be deemed to be for the administrative convenience of Buyer only, and this Agreement shall supersede and take precedence over any such forms.
- Payments due Seller under the terms of this sale and any other money due Seller by Buyer shall be paid to Seller in accordance with the Seller's invoice at the location specified thereon. Unless otherwise agreed in advance and in writing by Seller's Credit Department, payment for the materials and/or services under this Agreement shall be COD. Any and all different credit terms must be pre-approved in writing by Seller's Credit Department. In the event Seller grants Buyer credit terms, invoices paid Seller by Buyer within ten (10) days of date of invoice may, in Seller's sole discretion, be allowed ½% discount, net due thirty (30) days from date of invoice. C.O.D. shipments paid at the time of shipment are not allowed any discount. Credit terms are subject to change at any time, for any reason, in the sole discretion of Seller without prior written notice to Buyer.
- Buyer agrees that all payments with lien release language on the back of any check or other payment instrument shall be sent only to Seller at its principal office. Buyer agrees that any payment(s) accepted through Seller's lock box with lien release language on the check does not bind Seller to the attempted release. Seller's agent(s) at the lock box that endorses and/or accepts checks for Seller is authorized only to accept unconditional payments, and no action by such agent(s) shall ever give rise to a claim of any alleged authority, apparent or otherwise, beyond that described in this paragraph. Acceptance of any conditional check, including any lien release language or otherwise at the lock box shall only be a partial release for those funds received, and never otherwise.
- Any and all payment(s) deferred after the due date as specified shall bear interest at the lesser of 1 ½ % per month or the maximum legal interest rate. If an invoice becomes past due, is placed in the hands of an attorney for collection, if collected by any legal proceeding(s), or if this Agreement is relevant to any other dispute(s) between the parties, in addition to any other amount(s) and damage(s) recovered by Seller, Buyer agrees to pay Seller any and all attorneys' fees and costs incurred in any such dispute(s) and/or proceeding(s), together with interest, expenses, and any other charges. "Costs incurred in the collection of sums" as used herein is not to be limited to costs incurred in litigation, but includes, without limitation, copying and mailing expenses, lien fees, lost management time, inspection expenses and expert witnesses expenses in addition to taxable costs incurred in litigation. In addition to any right of setoff or recoupment permitted by law, Seller shall have the right at any time to setoff or recoup any amount due and owing from Buyer to Seller or any of Seller's subsidiaries, divisions, or affiliates against any amount due and owing from Seller or any of its affiliates, divisions, or subsidiaries to Buyer.
- Buyer has and does by these presents grant to Seller and Seller has and does hereby retain a security interest in all materials, parts and accessories (as well as all finished goods and/or the proceeds from the sale thereof) described in and being purchased by Buyer pursuant to this Agreement. In addition, Buyer has and does by these presents grant to Seller and Seller has and does hereby retain a security interest in all existing or subsequently arising accounts, accounts receivable and supporting obligations which may from time to time hereafter come into existence during the term of this security interest as a result of Buyer's sale of any of the said materials, parts, accessories or finished goods thereof to any third party. The security interest herein granted by Buyer and retained by Seller is to secure payment of the full purchase price and all other charges due and owing Seller by Buyer under the terms of this sale. This Agreement is governed by Section 2.101, et. seq. of the Texas Business & Commerce Code, and the security interest hereunder constitutes a "purchase money security interest" pursuant to the Uniform Commercial Code. This instrument is a contract, security agreement and financing statement between the parties hereto.
- The Buyer or undersigned individual, who is either the credit applicant or a principal/agent of the Buyer, recognizes that a credit history report may be a factor in the evaluation of the credit history of the Buyer. Buyer, therefore, irrevocably consents to and authorizes the use of a commercial, consumer or any other credit report on or pertaining to the Buyer or undersigned individual(s) by Seller or its agents from time to time as may be needed in the credit evaluation process.
- Unless specifically enumerated herein, the price does not include any taxes (including excise, privilege, occupation, use, sales, etc.; Federal, State or local) or costs of shipment. If Buyer asserts the purchase of the materials is exempt from sales tax, Buyer must immediately furnish Seller's Tax Department a valid tax exemption certificate. Buyer agrees to be bound by Seller's determination of the validity of any tax exemption certificate. Seller reserves the right to reject any and all tax exemption certificates presented to Seller after shipment of the materials. All materials sold hereunder are sold F.O.B. Seller's plants. Seller reserves the right to approve or disapprove the carrier on any and all C.O.D. shipments. Buyer hereby assumes sole and complete responsibility for the accuracy of any and all verbal orders unless written confirmation is received prior to fabrication. Confirming orders should be marked "Confirming Order-Do Not Duplicate." Buyer may arrange for pickup of order(s) at Seller's plant or shipment will be made by common carrier - "Freight Collect" - unless other arrangements are previously made and agreed to by the parties in writing. All products and materials sold hereunder to Buyer are final and cannot be returned to Seller for credit unless Buyer obtains prior written approval from Seller's authorized representative. A 25% restocking fee shall be charged on all returned materials. If Buyer delays delivery or refuses to take delivery on the date specified by Seller, then Seller may, in its sole discretion, invoice Buyer invoice Buyer for the price of materials, which invoice shall be due in accordance with the terms of payment provided herein. Buyer shall reimburse Seller for the cost of storing materials if shipment is delayed by Buyer, and will assume sole and complete responsibility for any and all damages to the materials while in storage, including but not limited to damages caused by deterioration.
- Manufacturer's Warranties/Disclaimers** - Upon Seller's receipt of Buyer's payment in full of all outstanding invoices with Seller and subject to the terms and conditions set forth herein, Seller warrants its workmanship only against failure due to defective material or workmanship for a period of one (1) year from date of manufacture. In any event, however, Buyer's sole and exclusive remedy shall be limited to, in Seller's sole discretion and judgment, the replacement of defective part(s), F.O.B. Seller's plant or repair of defective part(s). Transportation, redesign, dismantling, disposal of material and installation are not included and shall be borne and paid for by Buyer. Any such replacement or repair shall not include any materials not sold by Seller hereunder, and specifically excludes any obligation by Seller related to other property of the Buyer or any property of third parties. **UNDER NO CIRCUMSTANCES SHALL SELLER BE RESPONSIBLE FOR OR LIABLE TO BUYER, OWNER(S) OR ANY OTHER THIRD PARTY, IN ANY RESPECT FOR, AND SELLER HEREBY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OR REPRESENTATIONS PERTAINING TO, PRESENT OR FUTURE WATER LEAKS OR MOISTURE INTRUSION(S), DAMAGE(S) TO THE BUILDING(S), OR ANY COMPONENTS OR CONTENTS THEREOF, OR ANY INTERIOR SPACE(S) OR PROPERTY THEREIN, INCLUDING CLAIMS PERTAINING TO MOLD, MILDEW OR FUNGI, OR INTERRUPTION IN THE USE OF THE BUILDING(S) OR PERSONAL INJURY OR PROPERTY DAMAGE CLAIMS RESULTING FROM THE ALLEGED EXISTENCE OR GROWTH OF MOLD, MILDEW AND/OR FUNGI.** Damage due, whether in whole or in part, to faulty or improper installation, erection or maintenance by others shall NOT be covered. As a condition precedent to the effectiveness of the foregoing warranty, the materials must be erected promptly after shipment from Seller's plant, without any undue delay and must be erected in strict accordance with Seller's procedures and guidelines. Any damage to the materials not directly attributable to the sole negligence or sole fault of Seller is not covered by this warranty. Additionally, misuse and abuse, lack of proper maintenance, and normal wear and tear are not covered by this warranty. As a condition precedent to Seller's issuance and effectiveness of any warranty provided in connection herewith, all amounts due and owing to Seller under this or any other agreement with Seller or Seller's affiliates, whether disputed or not by Buyer, must be fully paid. **SELLER'S SOLE LIABILITY, IF ANY, TO BUYER SHALL BE STRICTLY LIMITED TO THE WRITTEN EXPRESS WARRANTIES SPECIFIED HEREIN, AND BUYER AGREES AND STIPULATES THAT SELLER SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, LIQUIDATED, EXEMPLARY OR PUNITIVE DAMAGES, WHICH BUYER MAY ALLEGEDLY SUFFER FOR ANY REASON, INCLUDING REASONS ATTRIBUTABLE TO SELLER. SELLER DOES NOT WARRANT ANY PRODUCTS OR MATERIALS THAT ARE NOT MANUFACTURED BY SELLER EXCEPT TO THE EXTENT OF A WARRANTY THAT SELLER MAY ACTUALLY PASS THROUGH OR ASSIGN FROM A MANUFACTURER. EXCEPT AS STATED ABOVE, SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND THE PARTIES HERETO HEREBY AGREE AND STIPULATE THAT ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED. NOTWITHSTANDING ANYTHING ELSE CONTAINED HEREIN TO THE CONTRARY, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT SELLER'S MAXIMUM AGGREGATE LIABILITY TO BUYER OR ANY THIRD PARTY, INCLUDING, WITHOUT LIMITATION, ANY SUBSEQUENT PURCHASER, WHETHER IN AGREEMENT, UNDER ANY WARRANTY, IN TORT (INCLUDING NEGLIGENCE), IN STRICT LIABILITY OR OTHERWISE SHALL NOT EXCEED THE RETURN OF THE AMOUNT OF THE PURCHASE PRICE ACTUALLY PAID BY BUYER TO SELLER WITH RESPECT TO THE SUBJECT MATERIALS / PARTICULAR ORDER. NOTWITHSTANDING THE FOREGOING, THE DISCLAIMER OF WARRANTIES AND/OR THE DISCLAIMER AND/OR LIMITATION OF DAMAGES WILL NOT BE DEEMED TO DISCLAIM LIABILITY SPECIFICALLY IMPOSED ON SELLER BY STATUTE OR REGULATION, TO THE EXTENT SUCH LIABILITY CANNOT BE WAIVED OR DISCLAIMED.** Buyer agrees and stipulates that in any action or claim brought by Buyer or any third party or in any action or claim brought against Buyer involving the provisions of this section, Buyer hereby waives any claim or defense that the above covenants are unenforceable, void or voidable, for any reason, including, but not limited to, failure of consideration, illusory contract, mistake, or any other substantive legal defense. Buyer acknowledges, agrees and stipulates that offcanning of materials shall not be a cause of rejection of materials. Claims for shortages or defective materials must be made to Seller in writing within five (5) days after delivery of shipment (which the Parties agree and stipulate is a reasonable time), or any and all such claim(s) shall be conclusively waived and released by Buyer. Notwithstanding the foregoing, installation of materials shall unequivocally constitute irrevocable acceptance of said materials.
- Buyer may submit a written request for change orders to Seller adding, deleting or altering the quantity, description or specifications of material ordered. Seller, upon receipt of a written request for change order, shall price the requested change(s) and send to Buyer a price quotation thereof. Seller shall be under no obligation to accept or perform a request for change order unless Buyer unconditionally accepts in writing, without alteration or adjustment, the change order at the prices and terms quoted by Seller. Either party may cancel an order by giving written notice to the other party not less than seven (7) days prior to the cancellation date. In the event of such cancellation, Buyer agrees to pay Seller for any and all costs and damages occasioned thereby.
- Seller shall not be liable to Buyer for liquidated damages, back charges or loss of use to Buyer arising out of any delay or any other reason in carrying out this Agreement. Under no circumstances shall Seller be liable in any way to Buyer, building owner or any other party for water intrusion or the existence of moisture occurring prior to delivery of Seller's material or existing thereafter or any possible effects resulting therefrom (including fungi, mold or mildew), delays, failure in performance, or loss or damage due to force majeure conditions including, without limitation: fire; flood; epidemics; quarantine; lightning; strike; embargo; explosion; power surge or failure; acts of God; war; labor or employment disputes; civil disturbances; acts of civil or military authority; inability to secure materials, fuel, products or transportation facilities; acts or omissions of suppliers; or any other causes beyond Seller's control, whether or not similar or relating to the foregoing. Notwithstanding any other agreement to the contrary, Buyer hereby agrees and stipulates that Seller shall not be liable for any incidental, special, compensatory, expectation, exemplary, punitive or consequential damages, which Buyer may suffer for any reason, including reasons attributable to Seller. Buyer agrees these limitations of Seller's liability are reasonable. Buyer further agrees that these limitations of Seller's liability are material parts of the consideration for this Agreement and is reflected in the amounts charged by Seller hereunder. Buyer intends that these limitations on Seller's liability are to be liberally construed in favor of Seller to eliminate any other liability of Seller other than repair or replacement of defective parts or products in accordance with Seller's Express Warranty. **FURTHER, BUYER HEREBY AGREES AND STIPULATES THAT, IN THE EVENT SELLER RECEIVES NOTIFICATION OF A PRICE INCREASE(S) FROM ANY OF ITS SUPPLIERS BETWEEN THE DATE OF THIS AGREEMENT AND THE DATE SCHEDULED FOR DELIVERY OF THE MATERIALS COVERED HEREBY, SELLER RESERVES THE RIGHT, IN ITS SOLE DISCRETION AND JUDGMENT, TO INCREASE THE PURCHASE PRICE STATED HEREIN IN AN AMOUNT CORRESPONDING TO SAID PRICE INCREASE(S).**
- These Terms and Conditions are governed by and shall be construed in accordance with the laws of the State of Texas. Buyer hereby acknowledges, stipulates and agrees that (i) any and all claims, actions, proceedings or causes of action relating to the validity, performance, interpretation, and/or enforcement hereof shall be submitted exclusively to a court of competent jurisdiction in Houston, Harris County, Texas, (ii) to the maximum extent practicable, this Agreement will be deemed to call for performance in Houston, Harris County, Texas, (iii) Buyer irrevocably submits itself to the exclusive jurisdiction of the State and Federal courts in Houston, Harris County, Texas, (iv) Buyer irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of exclusive venue of any litigation arising out of or in connection with this Agreement or any other agreement or transaction brought in any such court, (v) Buyer irrevocably waives any claims that litigation brought in any such court has been brought in an inconvenient forum, and (vi) it irrevocably consents to the service of process out of any of the aforementioned courts by the mailing of copies thereof by Certified Mail, Return Receipt Requested, postage prepaid, at its address set forth herein. The scope of each of the foregoing waivers is intended to be all encompassing. **FURTHER, EACH PARTY KNOWINGLY AND VOLUNTARILY AGREES NOT TO ELECT AND EXPRESSLY WAIVES A TRIAL BY JURY WITH RESPECT TO THIS AGREEMENT AND/OR THE DOCUMENTS CONTEMPLATED HEREBY FOR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION HEREWITH.** The scope of each of the foregoing waivers is intended to be all encompassing. Buyer acknowledges that the foregoing waivers are material inducements to the agreement of Seller to enter into a business relationship with Buyer, and that Seller has already relied on these waivers in entering into this Agreement. Buyer warrants and represents that it has reviewed these waivers with its legal counsel, and that it knowingly and voluntarily agrees to each such waiver following consultation therewith.
- BUYER ASSUMES ENTIRE RESPONSIBILITY AND LIABILITY FOR ANY AND ALL CLAIMS OR ACTIONS BASED ON OR ARISING OUT OF INJURIES, INCLUDING DEATH, TO PERSONS OR DAMAGE TO OR DESTRUCTION OF PROPERTY (WHETHER BELONGING TO BUYER, BUILDING OWNER AND/OR ANY THIRD PARTY), SUSTAINED OR ALLEGED TO HAVE BEEN SUSTAINED IN CONNECTION WITH OR TO HAVE ARISEN OUT OF OR INCIDENTAL TO THE PERFORMANCE OF THIS CONTRACT BY BUYER, ITS AGENTS AND EMPLOYEES, AND ITS SUBCONTRACTORS, THEIR AGENTS AND EMPLOYEES, INCLUDING CLAIMS OR ACTIONS FOUNDED IN WHOLE OR IN PART UPON THE ALLEGED ACTS, OMISSIONS, NEGLIGENCE OR FAULT OF SELLER, SELLER'S REPRESENTATIVES, OR THE EMPLOYEES, AGENTS, INVITEES, OR LICENSEES THEREOF. BUYER FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS SELLER AND ITS REPRESENTATIVES, AND THE EMPLOYEES, AGENTS, INVITEES AND LICENSEES THEREOF IN RESPECT OF ANY SUCH MATTERS AND AGREES TO DEFEND ANY CLAIM, SUIT OR ACTION BROUGHT AGAINST SELLER, SELLER'S REPRESENTATIVE, AND THE EMPLOYEES, AGENTS, INVITEES AND LICENSEES THEREOF.**
- WAIVER OF CONSUMER RIGHTS—SELLER AND BUYER WAIVE THEIR RIGHTS UNDER THE DECEPTIVE TRADE PRACTICES—CONSUMER PROTECTION ACT, SECTIONS 17.41 THROUGH 17.63 INCLUSIVE, OF THE TEXAS BUSINESS AND COMMERCE CODE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. BUYER REPRESENTS THAT IT HAS CONSULTED WITH AN ATTORNEY OF ITS OWN SELECTION AND, AFTER THAT CONSULTATION, VOLUNTARILY CONSENTS TO THIS WAIVER.** The waiver set forth herein shall expressly survive the termination of this Agreement. Each of Seller and Buyer has waived its rights pursuant to the Deceptive Trade Practices-Consumer Protection Act without duress or coercion and fully acknowledges and understands the effect of the waiver.
- Each of the provisions of this Agreement is a separate and distinct agreement and independent of the others. If any provision of this Agreement is found to be invalid or unenforceable in any jurisdiction, such provision shall be fully severable in such jurisdiction, and this Agreement shall be construed and enforced as if in such jurisdiction such provision had never comprised a part hereof. In such event, the remaining provisions of this Agreement shall remain in full force and effect. The terms of this Agreement are intended by the parties as a final expression of their agreement containing all oral and written understandings, past and present, between the parties relative to the materials generally described in this Agreement.
- All orders are subject to approval and acceptance by Seller, as a condition precedent to the effectiveness of an order. This Agreement, along with any attached exhibits, constitutes the entire agreement of the parties herein.