

MANUFACTURING ADDRESS

2506 FERGUSON LANE
AUSTIN, TX 78754
PHONE: (512) 926-9518
FAX: (512) 928-1602

WEB PAGE ADDRESS

www.loredotruss.com



"SINCE 1969"

MAILING ADDRESS

P.O. BOX 140006
AUSTIN, TX 78714-0006

EMAIL ADDRESS

sales@loredotruss.com

APPLICATION FOR CREDIT

Date: _____

Name of Business: _____

Contact Person: _____

Mailing Address: _____ City: _____ ST: _____ ZIP: _____

Physical Address: _____ City: _____ ST: _____ ZIP: _____

Phone: _____ Fax: _____

Corporation: _____ Sole Proprietor: _____ Partnership: _____

Officers: _____ Date Business Started: _____

Name: _____ Position: _____

Name: _____ Position: _____

Name: _____ Position: _____

Estimated Monthly Credit Requirement: \$ _____

Taxable YES – Rate _____% NO – Please Fill Out Resale Certificate

BANK INFORMATION

Name: _____ Phone: _____

Address: _____ City: _____ ST: _____ Zip: _____

Officer: _____ Acct. Number: _____

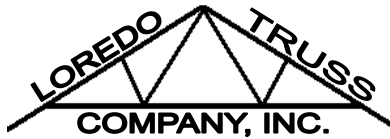
PLEASE FILL OUT LETTER AUTHORIZING YOUR BANK TO RELEASE INFORMATION

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TRADE REFERENCES:

1. Name: _____ Contact: _____

Address: _____ City: _____ ST: _____ Zip: _____

Phone Number: _____ Fax Number: _____

2. Name: _____ Contact: _____

Address: _____ City: _____ ST: _____ Zip: _____

Phone Number: _____ Fax Number: _____

3. Name: _____ Contact: _____

Address: _____ City: _____ ST: _____ Zip: _____

Phone Number: _____ Fax Number: _____

4. Name: _____ Contact: _____

Address: _____ City: _____ ST: _____ Zip: _____

Phone Number: _____ Fax Number: _____

5. Name: _____ Contact: _____

Address: _____ City: _____ ST: _____ Zip: _____

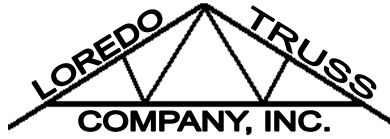
Phone Number: _____ Fax Number: _____

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BANK AUTHORIZATION

BANK NAME: _____

OFFICER: _____

ACCOUNT NAME: _____

ACCOUNT NUMBER: _____

TYPE OF ACCOUNT: _____

PHONE NUMBER: () _____ FAX NUMBER: ()

I HEREBY AUTHORIZE THE ABOVE REFERENCED BANKING INSTITUTION TO RELEASE ANY AND ALL INFORMATION NECESSARY SO LOREDO TRUSS CO., INC. MAY COMPLETE THEIR CREDIT INVESTIGATION IN OUR ENDEAVOR TO PURCHASE MATERIALS FROM THEM.

SIGNED _____ TITLE _____

PRINTED NAME _____ DATE: _____

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TERMS AND CONDITIONS OF SALE

1. The price quoted in this proposal includes delivery to curb of job site only. Any crossing of curbs, gutters, sidewalks, or driveways at Buyers request shall be solely at Buyers risk.
2. Seller guarantees to replace or, at Sellers option, repair any products or parts which are found defective in material or workmanship within six months from date of shipment. Sellers option with regard to such product or parts shall be exclusively limited to replacement or repairs. THE GUARANTEES AND WARRANTIES CONTAINED HEREIN ARE GIVEN IN LIEU OF ALL OTHER GUARANTEES AND WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS. SELLER SHALL NOT BE LIABLE FOR SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE OR FOR TRANSPORTATION, INSTALLATION, ADJUSTMENT, OR OTHER EXPENSES WHICH MAY ARISE IN CONNECTION WITH SUCH PRODUCTS OR PARTS AND IN NO EVENT SHALL SELLER BE LIABLE FOR AN AMOUNT EXCEEDING THE NET PURCHASE PRICE OF THE TRUSSES SHIPPED, and no waiver, alternation, or modification of the foregoing conditions shall be valid unless made in writing and signed by an executive office or Seller.
3. Seller will not be liable for any delay in the performance of orders or contracts, or in the delay of shipments of goods, or for any damages suffered by Buyer by reason such, delay when such delay is directly or indirectly caused by or in any manner arises from fires, flood, accidents, riots, act of God, way governmental, interference or embargoes, strikes, labor difficulties, shortage of labor, fuel, power, materials or supplies; transportation delays or any other cause or causes (whether or not similar in nature to any of these specified) beyond its control.
4. All orders or contracts are accepted with the understanding that they are subject to Sellers ability to obtain the necessary raw materials; and all orders or contracts, as well as shipments applicable, thereto, are subject to availability of materials, governmental priorities and other governmental regulations orders, directives, and regulations that may be in effect from time to time.
5. Seller shall have the right, in addition to all others they may possess, at any time for credit reasons or because of Buyers default of defaults to withhold shipments in whole or in part, to recall goods in transit, retake same and repossess all goods which may be stored with Seller or with Buyer for Buyers account: without the necessity of taking any other proceedings, and Buyer consents that all materials so recalled, retaken or repossessed shall become the absolute property of Seller provided that Buyer is given full credit therefor. Buyer grants irrevocable license to Seller to enter Buyer's or Buyer's customer's property to recover goods and/or materials without such entry constituting a breach of the peace or a trespass, civil or criminal. Neither Buyer nor Buyer's customer will interfere with Seller's exercise of such license. Buyer is responsible for Buyer's customer's conduct in this regard and agrees to indemnify and hold Sellers harmless from all damages, including reasonable attorney's fees, suffered by Seller due to Buyer's breach of this section.
6. If Seller shall become dissatisfied with Buyer's credit, Seller shall have the right to decline to make further shipments hereunder until such time as Buyer's credit has been re-established to Seller's satisfaction, unless buyer shall pay in advance for such further shipments.
7. If extra trusses are required because of the location of the furnace plenum, vents, water heater, or hoods, they will be charged for in addition to the face value of the contract.
8. Payment for materials delivered is due and payable as and when goods are invoiced to Buyer, and is delinquent after the tenth day following the date of statement. A service charge of 1.5% per month will be charged on any delinquent account after said tenth day. Buyer agrees to pay all collection costs, including reasonable attorney's fees, if this account is turned over to a collection agency or attorney for collection.
9. Any and all claims made by the Buyer arising with respect to errors in quantity or defects in quality or any other matter hereunder must be made in writing within 10 days after delivery of the merchandise hereunder. Failure to present any such claim within such time shall constitute a waiver of such claim, and Seller shall not be liable therefor.

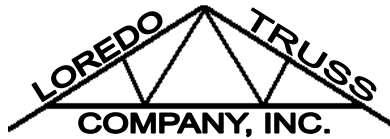
BUILDER OF QUALITY FLOOR TRUSSES, ROOF TRUSSES, & COMPONENTS

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10. Buyer must furnish reasonable accurate delivery schedule. Buyer shall accept delivery hereunder on all completed trusses within 60 days thereafter unless such time is extended in writing by Seller. Deliveries shall be distributed evenly between the commencement and completion thereof. Any delay at Buyers request may at Seller's option reduce proportionately (as the period of delay bears to the entire period allowed for deliveries) the guaranty, which Seller is obligated to deliver. (All trusses held by Seller longer than 60 days from date at the request of Buyer will become due and payable. Seller assumes no responsibility for trusses thereafter.)
11. Buyer further agrees to and shall indemnify and save harmless LOREDO TRUSS CO., INC. from and against any and all losses, claim, demand, and suit for damage including death and personal injury, growing out of, or resulting from the acts, commissions or commissions or any agent, servant or employee of LOREDO TRUSS CO., INC. or any other person while performing any work or service of any nature, kind, or character with respect to the loading, unloading, handling, placing, or erecting of any materials by LOREDO TRUSS CO., INC. to Buyer, or with respect to the acts, commissions, or commissions of any agent, servant, or employee of LOREDO TRUSS CO., INC. in the process of performing any act or service of any nature, kind or character at the request, suggestion or order of Buyer or any of its agents, servants, or employees.
12. In that each truss is custom fabricated for a particular job and apart from its job has little or no real market value; all orders, once accepted are strictly non-cancelable. Left over items may not be returned.
13. For trusses to be effective and to serve the purpose, for which they are designed, they must be handled, erected, and loaded properly as per their configuration and design loading. Therefore, any improper handling, erection, and overloading beyond what they were designed for, constitutes the release of LOREDO TRUSS CO., INC, from any liability with regard to said trusses until such time that they are certified by a professional engineer in writing to LOREDO TRUSS CO., INC.
14. This instrument constitutes the entire contract between Buyer and Seller with reference to the subject matter hereof: No statements or agreements, oral or written, made prior to or at the signing of this contract shall vary or modify the written terms hereof by mutual agreement, acknowledgment, or acceptance of purchase orders, or otherwise, unless the same is in writing signed by each of the parties hereto and specifically states the same in an amendment to this contract. This contract shall be constructed according to the laws of the State of Texas.
15. Buyer agrees that these terms and conditions, as well as Seller's services to Buyer, will be substantially performable in Travis County, Texas. Disputes regarding venue will be resolved in favor of Travis County, Texas.
16. These terms and conditions are binding on the parties and on their respective agents, employees, heirs, successors and assigns.

SIGNED _____ TITLE _____

PRINTED NAME _____ DATE _____