



## CUSTOMER APPLICATION

Quality Enclosures, Inc. is a manufacturer and distributor in the glass industry which only sells to the wholesale market. Because we work on a wholesale level, we will not quote prices before we receive a completed application. Once received, we will process the application, verifying all trade and bank references, then notify you of your account status once all requested information is returned and reviewed. Please note, acceptance of this completed application does not constitute an offer to sell or to extend credit.

Until such time as Quality Enclosures, Inc. extends account privileges, all orders will be on a prepayment or COD basis only. When open account privileges are granted, we allow a 2% discount if invoices are paid (*cash or check only*) no later than the 10 days after receipt of merchandise. The full balance is due 30 days after receipt of merchandise. Thereafter, all past due balances will be subject to a 1 ½% per month service charge. For your convenience we do accept VISA/MC.

If you wish to purchase from Quality on a COD basis, this application must still be completed. Bank "starter checks" or checks without your company name cannot be accepted for COD orders without advance approval from Quality Enclosures.

Please be sure to complete this application in its entirety. Unsigned or incomplete applications cannot be processed as most banks will not release information without your approval.

You may fax or email this application (941-343-9482/mgeer@qualityenclosures.com), however in order for us to fully process your application, please mail the original.

If you have any questions, do not hesitate to contact us. We look forward to working with you!

### Over 50 Years Family Tradition and Values

#### LOCATIONS

##### Florida

2025 East Porter Lake Drive  
Sarasota, FL 34240  
Fax: 941-343-9482

##### Georgia

850 Pickens Industrial Drive  
Marietta, GA 30062  
Fax: 770-590-7338

##### Tennessee

2324 South Park Drive  
Murfreesboro, TN 37128  
Fax: 615-494-0057

##### New York

3032 Mercury Road  
Jacksonville, FL 32207  
Fax: 904-666-5917

101-H Windsor Place  
Central Islip, NY 11722  
Fax: 631-234-0174

**COMPANY INFORMATION**  
**PLEASE FILL OUT COMPLETELY**

Full Company Name: \_\_\_\_\_ Tax I.D. (Resale) \_\_\_\_\_

D/B/A/ \_\_\_\_\_

Billing Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Shipping Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone Number (\_\_\_\_) \_\_\_\_\_ Fax Number (\_\_\_\_) \_\_\_\_\_

Email Address \_\_\_\_\_

Business Type:

Corporation     Partnership     Single Proprietorship

How long have you been conducting business under this name? \_\_\_\_\_

Is your company owned by another company?  Yes     No

Name of parent company \_\_\_\_\_

Have you, or anyone associated with or having an interest in your company, done business with Quality before under this or any other name?  Yes     No    If so, which name? \_\_\_\_\_

Do you require a written P.O.?  Yes     No    Anticipated monthly purchase? \_\_\_\_\_

Do you have any special shipping instruction (such as hours you are open, garage door restrictions, etc.)?  
\_\_\_\_\_  
\_\_\_\_\_

**PRINCIPALS\***

\*If corporation, list major stockholders. If partnership, list all partners. If sole proprietorship, list owner.

Name \_\_\_\_\_

Name \_\_\_\_\_

Home Address \_\_\_\_\_

Home Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

City, State, Zip \_\_\_\_\_

SS# \_\_\_\_\_

SS# \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Person (s) authorized by you to order merchandise from Quality:

Position:

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Accounts Payable Bookkeeper(s): \_\_\_\_\_

Contact Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**TRADE REFERENCES (Please Print or Type - All Fields Are Required)**

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

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Tel.: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Contact: \_\_\_\_\_ Account No.: \_\_\_\_\_

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

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Tel.: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Contact: \_\_\_\_\_ Account No.: \_\_\_\_\_

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

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Tel.: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Contact: \_\_\_\_\_ Account No.: \_\_\_\_\_

## Personal Guarantee

It is agreed that the undersigned in consideration of Quality Enclosures, Inc. selling merchandise to the company applying herein for credit do each hereby personally and individually guarantee payment to Quality Enclosures, Inc. In addition, the undersigned guarantors and the company agree to pay service charges of 1 1/2% per month on all balances which are past due; and should Quality Enclosures, Inc. deem it necessary to place the account with an attorney or collection agency for collection, the company and the undersigned each agree individually to pay attorney fees equal to 25% of the balance due plus court costs, in addition to the actual balance due and owing. The above applied to any and all renewals and/or modifications of Quality's selling terms of the company applying for credit. This guarantee cannot be changed or terminated except in writing with such notice delivered to Quality Enclosures, Inc.

Print Name: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

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



2025-E Porter Lake Drive \* Sarasota, Florida 34240  
Phone (941) 378-0051 \* fax (941) 377-9245  
Toll Free (800) 881-0051

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As most banks we will not release information without your approval, this section must be filled out completely.

#### RELEASE AUTHORIZATION

I, \_\_\_\_\_, (President, Owner, Partner) hereby give permission to \_\_\_\_\_ (Bank Name) to release all necessary written credit reference information requested by Quality Enclosures, Inc. for the purpose of obtaining a commercial line of credit.

Bank Account Number \_\_\_\_\_ Type of Account \_\_\_\_\_

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

Address \_\_\_\_\_

City, State & Zip \_\_\_\_\_

## TERMS AND CONDITIONS

Terms and conditions as stated herein become part of our quotation and will apply to the acceptance by Quality Enclosures, Inc. and its affiliates companies of your order.

EXCEPT AS OTHERWISE EXPRESSLY SPECIFIED HEREIN, ANY AND ALL WARRANTIES IMPLIED BY STATUTE, COMMON LAW, OR OTHERWISE, INCLUDING THE WARRANTIES OR MERCHANT ABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED.

- 1) No condition, description, representation, or warranty made by or on behalf of Quality, or by any of its agents or employees, not stated herein, shall be binding upon Quality or form a part of this contract. In no event shall Quality be liable for incidental or consequential damages. Our warranty is only applicable for material that has been paid in full.
  
- 2) Quality does not guarantee any shipment or delivery date. Any time or date stated herein or otherwise identified by Quality or by any of its agents or employees for shipment or delivery, is given and intended as an estimate only. Accordingly, Quality shall not be liable for any damages of any nature whatsoever arising directly or indirectly from of a delay in shipment or delivery. Orders for pick up or delivery that are held at Quality for 2 weeks past scheduled delivery date at customers request, will be charged \$1.00 per day per box. On deliveries by Quality trucks, excess waiting time will be billed at \$100 per hour. EACH original orders carries a minimum delivery charge.
  
- 3) All undertakings by Quality are contingent upon strikes, lockouts, accidents, fires, flood, act of God, war, government action, embargos or inability to obtain supplies, materials, or labor, which may occur at Quality's facility or the facilities of its suppliers. In the event that performance in whole or in part is prevented or hindered by such cause or causes, or any other cause or causes beyond Quality's control, Quality shall have the right to change any shipping or delivery dates, and any obligation of performance , thereby affected, without any liability whatsoever for consequential, incidental or other damages.
  
- 4) It is understood and agreed that Quality may not initially be able to ship and/or deliver your entire order (as determined in accordance with quantity tolerances). In such event, the balance thereof will be back-ordered. Your product will then be shipped and/or delivered at a subsequent time or times.

- 5) Your receipt of any goods hereunder constitute an unqualified acceptance of same and a waiver of any claims or objections with respect thereto, unless Quality is given written notice to the contrary within two (2) days after the date of delivery. Quality's maximum liability for defective goods shall not, under any circumstances, exceed the invoice price of such goods.

Quality will not honor any claims for shortage, breakage or damage once merchandise is signed for.

Without authorization, our drivers cannot:

- Change stated financial terms of any orders
- Take back any merchandise
- Make jobsite deliveries
- Deliver to private residence

5a) Shipments via commercial carriers, claims shall be filed directly with the carrier

- 6) Any tax imposed by federal, state, or other governmental authority on sale of goods referred to in an invoice shall be borne and paid by you.
- 7) All goods shall be produced by Quality in accordance with industry standard practices. All goods, including those produced to meet an exact specification, shall be subject to tolerance and variations consistent with Quality's specifications. In regards to hinged doors, Quality uses an industry standard width unless specified otherwise.
- 8) Seller shall not be liable for breakage of customer's glass accepted into Seller's plant for processing regardless of whether the breakage occurred in the processing or in the handling prior to or subsequent to the processing.
- 9) **CHANGE ORDER OR CANCELLATION CHARGES:** For custom manufactured products, we cannot accept cancellation or changes at less than full charge once glass and/or metal is processed and/or complete. All size changes requested will be invoiced for whatever costs or charges are already incurred. The replacement order or change order will be invoiced at the regular billing price.
- 10) **GOVERNING LAW:** Any controversy or claim arising out of or relating to this contract, or breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association and any action or arbitration relating thereto must be convened as follows: Quality Enclosures - Sarasota FL in Sarasota County, Florida; Quality Enclosures Inc. - Central Islip, NY in Suffolk County, New York.



- 11) MINIMUM CHARGE: \$25.00, on any order for less than \$25.00. All orders including replacements and additions to existing orders, will be subject to a minimum charge.
- 12) CONDITIONS: All orders for odd and fractional sizes will be priced at the next height, an even inch.
- 13) REPLACEMENT ORDERS: Replacement orders will be invoiced in accordance with the prices, terms and conditions of the current price schedule regardless of the prices, terms and conditions of the original order.
- 14) QUALITY SPECIFICATIONS FOR VISION AREAS: There are certain characteristics which appear in all manufactured materials that should not be considered imperfections. All glass is rough rolled. Tear-drops, tear-streaks, bubbles, black marks, etc. are part of the characteristics and nature. These are not to be considered defects. U.S. National Standards state: imperfections that are not visible under normal lighting conditions at a distance of eleven (11) feet are acceptable, and Tempered Safety Glass may shatter without apparent cause; manufacturers of tempered glass DO NOT GUARANTEE against this occurrence.
- 15) PRICES: Quoted prices are valid for thirty (30) days, unless extended in writing by Quality. Prices apply only as per quantity and sizes quoted. If sizes or quantities change, then the quotation shall not be valid. Quotations are based on one release and on delivery.
- 16) When calling or writing Quality with an issue, please include your order number.
- 17) All balances thirty (30) days past due will be subject to 1 ½% per month service charge.
- 18) All returned checks, for any reason, will incur at least a \$35.00 handling charge per occasion.

It is agreed that proper venue for any suit to collect any outstanding balance shall be in Sarasota County, Florida. (Chip added)

I understand and agree to the above Terms and Conditions.

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

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

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