



# Credit Application

LEGAL NAME OF BUSINESS \_\_\_\_\_ PHONE \_\_\_\_\_

FAX \_\_\_\_\_

BILLING ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_

LEGAL IDENTIFICATION:    CORPORATION    PARTNERSHIP    INDIVIDUAL

SALES TAX EXEMPT (Y/N) IF YES, PROVIDE A COPY OF EXEMPT CERTIFICATE

HOW LONG IN EXISTENCE? \_\_\_\_\_ HOW LONG AT PRESENT LOCATION? \_\_\_\_\_

**NAMES OF OWNER, PARTNERS OR CORPORATE OFFICERS**

**TITLE**

_____	_____
_____	_____
_____	_____

PERSON TO CONTACT TO DISCUSS CREDIT \_\_\_\_\_

ESTIMATED AMOUNT OF FIRST ORDER \_\_\_\_\_

**BANK REFERENCES:**

NAME \_\_\_\_\_ PHONE \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_

CONTACT \_\_\_\_\_ TITLE \_\_\_\_\_

CHECKING ACCOUNT NUMBER \_\_\_\_\_ LOAN ACCOUNT NUMBER \_\_\_\_\_



**MAJOR VENDORS WITH CURRENT OPEN ACCOUNTS:**

(1) NAME \_\_\_\_\_ PHONE \_\_\_\_\_

ADDRESS \_\_\_\_\_ FAX \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_

(2) NAME \_\_\_\_\_ PHONE \_\_\_\_\_

ADDRESS \_\_\_\_\_ FAX \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_

(3) NAME \_\_\_\_\_ PHONE \_\_\_\_\_

ADDRESS \_\_\_\_\_ FAX \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_

The above information is for the purpose of obtaining credit and is warranted to be true. I/we hereby authorize the firm to whom this application is made, to investigate the references listed pertaining to my/our credit and financial responsibility.

I/we understand that credit sales are based on my/our promise of prompt payment and according to terms as shown on every invoice. All past due invoices are subject to a finance charge of 1 1/2% per month (18% per annual) on outstanding past due balances as of the 30<sup>th</sup> of each month. I/we hereby authorize such a charge and agree to pay all finance charges the same as any other indebtedness.

If legal proceedings, including but not limited to mechanic liens and outside collection agency's actions, are instituted to collect any amount due from the above-named firm or individual, I /we agree to pay all costs, interest and expenses of such proceedings including reasonable attorney's fees.

.....

The undersigned, on behalf of the above-named company, hereby states that the above information is true, correct and complete to the best of my knowledge.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

# Credit Agreement

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**IN CONSIDERATION of Wojan Window & Door Corp. extending credit to the applicant/buyer, in order to facilitate the purchase of Wojan products, the undersigned applicant/buyer agrees to the following terms and conditions of sale:**

- CREDIT LIMIT** If approved by Wojan Window & Door Corp., the applicant/buyer will be assigned a Credit Limit, which is subject to periodic revisions as Wojan Window & Door Corp. deems necessary.
- TERMS OF SALE** Invoices are due and payable 30 days from the date of the invoice (F.O.B. shipping point), unless otherwise agreed upon in writing.
- LATE PAYMENT** Past due balances are subject to late payment service charges of 1.5% per month (an annual rate of 18%), or the highest legal rate acceptable in the state in which credit is extended, whichever is less.
- RETURNS** No returned goods will be accepted without prior authorization. Goods returned for credit must show their original invoice number and the return authorization number with the return freight having been prepaid.
- BAD CHECKS** A service charge of \$25.00 will be applicable to each returned check.
- REVOCABILITY** When invoices are past due, or if the applicant's/buyer's account has reached its assigned Credit Limit, Wojan, at its own discretion, retains the right to hold shipments pending payment. Wojan may also place the applicant on C.O.D. or other cash terms for failure to pay within terms.
- LITIGATION** In the event of any litigation arising out of this agreement, the applicant/buyer agrees to pay all reasonable attorney fees and other costs of collection. In any action, proceeding, or appeal on any matter related to or arising out of this agreement or sale, the applicant/buyer shall be subject to the **PERSONAL JURISDICTION** of the courts of the State of Michigan, and all court rules therefrom. The applicant/buyer further agrees that this agreement/sale shall be deemed fully executed and performed in the State of Michigan. Nothing in this provision, however, shall or be deemed to preclude Wojan Window & Door Corp. from fully prosecuting its lien rights in the state in which the product is placed/installed. The applicant/parties to this agreement further agree that Michigan would be a reasonably convenient place for any trial/action, and further agree to being subject to the Michigan Long Arm Statute for service of process, and waive the defenses, even if otherwise available, of improper jurisdiction or venue and *forum non-conveniens*. This Credit Agreement and all sales shall be governed by the laws of the State of Michigan, with the exception of any lien action commenced by Wojan Window & Door Corp. being governed by the location of the lien product/products.
- WAIVER** The failure of Wojan Window & Door Corp. to enforce any provision of this agreement does not waive Wojan Window & Door Corp.'s rights to enforce the remaining provisions of this agreement.
- STATE LAWS** This Credit Agreement, the Terms and Conditions and Standard Limited Warranty will be governed by the laws of the State of Michigan.



# Terms and Conditions / Policies and Procedures

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## I. GENERAL TERMS

- A. All sales are subject to the approval of Wojan Window and Door Corporation and no one has the authority to depart from the terms and conditions of sale unless the same are written on the Order-Invoice and are fully approved in writing by Wojan.
- B. All shipments to be made as a result of the acceptance of your order shall at all times be subject to the approval of our Credit Department.
- C. Upon credit approval, terms of payment are net 30 days, from date of invoice, and are subject to a service charge of 1 ½% per month for late payments. Materials will not be released to any past due account unless prior arrangements have been made with the credit department. If a sale is to be tax exempt, Wojan must receive Buyer's tax exemption certificate prior to processing the order. Failure to provide the certificate will result in Buyer bearing liability for sales tax.
- D. Seller shall not be liable for delays or damages caused by strikes, lockout, fires, material shortages, government regulations or restriction, transportation delays, acts of God, or any other causes not under its reasonable control.
- E. Failure by Seller to enforce Buyer's compliance with any provision hereof shall not constitute waiver of that or any other provision.
- F. As a material supplier retainage does not apply.

## II. ORDERING POLICIES

- A. No order will be rejected based solely on dollar amount. For a delivery to be made via Wojan carrier see **III. Freight/Shipping Policies**.
- B. All orders are subject to final acceptance by the Credit Department. Phone orders will not be processed, **until confirmation is received in writing or via fax (1-231-547-4237)**. All confirming orders must be clearly marked so stating that they are confirming orders. On any correspondence concerning an order placed with us, please show the buyer's purchase order number or our invoice number.
- C. Lead times are expressed in weeks and are a good estimate on when an order will ship. **The longest lead item will determine the lead time for the entire order.** You may choose to place longer lead time items on a separate purchase order for fastest service on standard products. On quoted jobs, please consult your Sales Representative.
- D. **Your acknowledgement is our confirmation of your order. Please review this acknowledgement carefully for any errors and or omissions. Cancellations cannot be accepted after the grace period.** If no notice is given in writing to Wojan within the grace period, it is understood that the acknowledgement is correct and the customer assumes full liability for payment. Standard items changed and/or cancelled after production scheduling will be subject to a 25% scrap charge. No changes and/or cancellations will be accepted if the order has reached the product line schedule. A processing fee of a minimum of \$50 will be charged to all cancelled orders.
- E. We do allow a 24-hour grace period for order changes, until 5:00 p.m. Eastern Standard Time of the day following acknowledgement of your order. **Changes made to an order that require a manufacturing schedule change will require the lead time to restart the cycle from our next available production release day.** All changes must be sent in writing or via fax. A change order fee is applicable.

## III. FREIGHT/SHIPPING POLICIES

Initials: \_\_\_\_\_

Revised: 01/01/2016







P.O. Box 95 | 217 Stover Road | Charlevoix, MI 49720

**Standard Limited Warranty**

WOJAN warrants that, if installed and operated in accordance with our instructions, Wojan window products shall be free from defects in materials and workmanship for a period of one (1) year from date of sale to original consumer. For a period of ten (10) years from the date of manufacture Wojan warrants that under normal conditions obstruction of vision resulting from failure of the hermetic seal of our sealed insulated glass will not occur. Wojan warrants laminated glass against delamination for a period of five (5) years. Wojan warrants units containing muntin bars and/or capillary tubes for a period of three (3) years.

WOJAN warrants factory-applied finishes on exposed aluminum surfaces against peeling, checking, cracking, chalking and change of color, per AAMA Specifications 2603, 2605 or 611 in force at the time of bidding. This limited warranty applies only when finish types recommended for the atmospheric environment of the project site are used.

This Limited Warranty applies to Wojan windows purchased from Wojan or an authorized Wojan dealer, and extends to the owner of the structure in which the products are originally installed. This Limited Warranty is applicable only to product installed in the U.S.A. This warranty is not in force until full payment has been received.

**Components**

Gaskets, sealants, operating hardware, thermal break polymer and other accessories are provided with the same warranties, limitations, and exclusions Wojan receives from its supplier, contact Wojan for further details.

**Exclusive Remedy**

If a covered defect appears during the term of the applicable warranty, Wojan will, at its option, repair or replace the product or component, or refund the price paid for the defective product or component. Removal, installation, finishing, refinishing, and disposal costs and services are not included. Wojan will endeavor to supply original replacement parts; however, replacement parts may differ from the original parts. Replacement parts, including upgrades, are warranted for the remainder of the original product warranty.

This warranty shall be void under any of the following circumstances: (i) the unit has been abused or has not been installed in a good and workmanlike manner; (ii) the unit is installed in a high-moisture setting; (iii) the unit has been retrofitted with a solar control or blast mitigation film of any kind or type adhered to any glass surface.

**Exclusions**

Damage, defects, or problems resulting from causes outside Wojan’s control are excluded from coverage under the Limited Warranty. Such causes include, without limitation:

Installation, Maintenance, and Acts of God

- Installation not in conformance with AAMA instructions and applicable building codes
- Non-standard installation, such as non-vertical or sloped glazing, upside down, or out of square
- Installation or use in applications exceeding design standards
- Glass transported and/or installed above 5,000 feet without capillary tubes
- Failure to follow Wojan’s care and maintenance instructions
- Use of brick wash, razor blades or other inappropriate cleaners or chemicals
- Misuse, abuse, modification, alteration, accident, negligence
- Shifting or settling of the structure in which the product is installed
- Extreme weather events, extreme or unusual atmospheric conditions which exceed Wojan’s published performance criteria
- Normal wear and tear; normal discoloration or fading of finishes
- War, insurrection, civil unrest, terrorism, or other Acts of God

Synthetic Stucco Installation in structures that do not allow for proper moisture management, e.g., exterior insulation and finish systems (EIFS) or “synthetic stucco” is not covered under the Limited Warranty.

Condensation Condensation is not a product defect, but the result of excess humidity. Condensation, frost, or mold, mildew, or fungus on product surfaces is not covered by the Limited Warranty.

Initials \_\_\_\_\_



Corrosion Finish failure or corrosion of aluminum cladding, anodized and other specialty finishes, hardware, or other components due to environmental conditions such as air pollutants, acid rain, salt, sand, chemicals, or other corrosive substances is not covered by the Limited Warranty.

Screens Screens are not designed to, and will not prevent falls. Screens and screen frame components carry a limited one year warranty against defective materials and workmanship, regardless of the length of warranty on the remainder of the project.

## Disclaimers, Limitations, and Additional Terms and Conditions

Disclaimers This Limited Warranty is the only warranty, written or oral, express or implied, provided by Wojan. No dealer, employee, or agent of Wojan, nor any third party, may create or assume any other liability, obligation, or responsibility on behalf of Wojan. ALL IMPLIED WARRANTIES, INCLUDING THE WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. **Any implied warranty which cannot be disclaimed under applicable law will be limited in duration to the shortest permissible term and, in any event, will not exceed the term of the applicable express limited warranty; the requirements for presenting any claim so affected will be as provided in this Limited Warranty. Any product or component not specifically subject to this Limited Warranty or another written Wojan product warranty is provided AS IS and without warranty. This Limited Warranty gives you specific legal rights and you may also have other rights, which may vary from state to state. THIS WARRANTY IS NOT A WARRANTY OF FUTURE PERFORMANCE OR A STATEMENT OF THE USEFUL LIFE OF ANY WOJAN PRODUCT, BUT ONLY A WARRANTY TO REPAIR, REPLACE, OR REFUND, OR SUPPLY CONFORMING GOODS.**

Limitations **IN NO EVENT WILL WOJAN BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES EITHER DIRECTLY OR INDIRECTLY. IN NO EVENT WILL WOJAN'S LIABILITY EXCEED THE PRICE PAID FOR THE AFFECTED PRODUCT OR COMPONENT.** This warranty specifically excludes costs of installation, late fees, delay damages, attorney fees, liquidated damages, installation cost, and any damages in excess of the purchase price. **IN NO EVENT WILL WOJAN BE LIABLE FOR ANY IMPLIED WARRANTY OF HABITABILITY. THESE LIMITATIONS OF WARRANTY AND DISCLAIMERS SHALL ALSO APPLY TO THE END USER (OWNER) OF ANY WOJAN PRODUCT.** The limitations of warranty and liability set forth herein shall survive and apply, even if the exclusive remedy set forth in this Limited Warranty is found to have failed of its essential purpose.

WOJAN's maximum liability under terms of this warranty shall be the replacement price of parts or product determined to be defective by a qualified factory representative. This warranty is in lieu of all other warranties, expressed or implied.

Suitability Determining the suitability and compliance with local or other applicable building codes or standards, or all building components, including the use of any Wojan product, and the design and installation of any flashing or sealing system, is the responsibility of the buyer, user, architect, contractor, installer, and/or other construction professional. Wojan will not be liable for any problem or damage relating to inappropriate or faulty building design or construction, maintenance, installation, or selection of products. Wojan does not warrant any product's compliance with local or other applicable building codes or standards, except as may be specifically stated in writing by Wojan, or its suitability for use in connection with a project seeking third party certification to any standard.

No Waiver Wojan may, in its discretion, extend benefits beyond what is covered under this Limited Warranty. Any such extension shall apply only to the specific instance in which it is granted, and shall not constitute a waiver of Wojan's right to strictly enforce the exclusions, disclaimers, and limitations set forth in this Limited Warranty in any or all other circumstances.

Warranty Claims All warranty claims must be made within sixty (60) days of the appearance of the defect. To make a warranty claim, contact Wojan Window & Door Company by calling (231) 547-2931. If, after five (5) days, Wojan has not responded, send a written request to Wojan, 217 Stover Road or P.O. Box 95, Charlevoix, MI 49720, Attn: Warranty Department. Include the following information: your name, address and telephone number, the date you purchased your product, the name of the dealer or distributor from whom you purchased your product, a description of product, order number, specific definition of problem or defect, action you have taken and contacts you have made with you local dealer or distributor. To process the request promptly we may also ask for proof of problem or defect (preferably pictures) to confirm issues. **In order to process warranty claims, reasonable access to the product must be available at time of service.** Once we've received your letter, we will respond to your claim promptly.

Customer Name \_\_\_\_\_

Project Name \_\_\_\_\_

Effective Date: \_\_\_\_\_ Invoice #: \_\_\_\_\_

Initials \_\_\_\_\_