Real People. Real Products. Real Solutions.
Real People. Real Products. Real Solutions.
Real People. Real Products. Real Solutions.
Dear Applicant,

We are excited that you have applied to become an Authorized A&S Builder. The simplest way we can describe this agreement is; we are agreeing to build upon a relationship with integrity and reliability. Many companies talk about relationships, but when you meet our employees with an average length of service of over 18 years, you will find they are knowledgeable, experienced and a dedicated partner.

As a valued partner, A&S Building Systems makes available to you a number of vital product solutions and cost saving benefits to support your business. First and foremost, A&S continues to offer a wide variety of quality, single source products that not only fit together well, but are preferred by most erectors. Now, your company is paired with a wider range of capabilities able to embrace any scope of work, regardless of the complexity.

With a large footprint across the United States, you will be provided unique shipping points and a blend of services that can minimize transportation costs which impact your projects. Finally, we will continuously work to provide you with the most current and beneficial sales and software tools while educating you on current market trends and initiatives.

Our commitment to you is that we will always stand behind our product and honor our commitments. This is a vision of success and a focus to continuously improve our business.

Sincerely,

Craig A. Schupp
Vice President of Sales & Marketing
A&S Building Systems
Company Information

Date of Application: ___________________________

Company Name: ________________________________________________________________

Mailing Address: ________________________________________________________________

City: _________________________ State: _________________ Zip Code:_________________

☐ Same as Mailing Address

Physical Address: ________________________________________________________________

City: _________________________ State: _________________ Zip Code:_________________

Phone: _______________________________ Fax: ____________________________________

Internet Address/ website: ________________________________________________________

Company Type:

☐ Proprietorship   ☐ Partnership   ☐ Corporation

Years in Business: _____________________________ No of Full-time Employees ___________

Date of Incorporation: __________________________ Chartered in the State of _____________

Business Volume:

Total Annual Business Volume: $___________________________________________________

Average (5 yr.) Volume: __________________________________________________________

Officers / Owners

1. Name: ____________________________________ Title: _____________________________

   Phone: _______________________________ Email address:_____________________________

2. Name: ____________________________________ Title: _____________________________

   Phone: _______________________________ Email address:_____________________________

3. Name: ____________________________________ Title: _____________________________

   Phone: _______________________________ Email address:_____________________________

4. Name: ____________________________________ Title: _____________________________

   Phone: _______________________________ Email address:_____________________________

5. Name: ____________________________________ Title: _____________________________

   Phone: _______________________________ Email address:_____________________________
Key Employees

Please check the box of any/all employees that are authorized to sign Purchase Orders, Change Orders, and Approval Drawings for your organization.

Key Employees:

1. Name: ___________________________ Phone: ___________________________
   Email address: ___________________________________ Authorized Purchaser: □
2. Name: ___________________________ Phone: ___________________________
   Email address: ___________________________________ Authorized Purchaser: □
3. Name: ___________________________ Title: ___________________________
   Email address: ___________________________________ Authorized Purchaser: □
4. Name: ___________________________ Phone: ___________________________
   Email address: ___________________________________ Authorized Purchaser: □
5. Name: ___________________________ Phone: ___________________________
   Email address: ___________________________________ Authorized Purchaser: □
6. Name: ___________________________ Phone: ___________________________
   Email address: ___________________________________ Authorized Purchaser: □
7. Name: ___________________________ Phone: ___________________________
   Email address: ___________________________________ Authorized Purchaser: □
8. Name: ___________________________ Phone: ___________________________
   Email address: ___________________________________ Authorized Purchaser: □
9. Name: ___________________________ Phone: ___________________________
   Email address: ___________________________________ Authorized Purchaser: □

Computer Software Employees:

1. Name: ___________________________ Phone: ___________________________
   Email address: ___________________________________ Authorized User: □
2. Name: ___________________________ Phone: ___________________________
   Email address: ___________________________________ Authorized User: □

Accounts Payable Employees:

1. Name: ___________________________ Phone: ___________________________
   Email address: ___________________________________ Authorized User: □
2. Name: ___________________________ Phone: ___________________________
   Email address: ___________________________________ Authorized User: □
Summary of Business Experience

In Sales: ___________________________________________ _____________________________

In Construction: ___________________________________________ _____________________________

In Steel Building Business: ___________________________________________ _____________________________

Are you currently a Builder for another Manufacturer?  □ No  □ Yes
If “yes”: Brand _____________________________ Since: ______________________________

Have you terminated this agreement?  □ No  □ Yes: When?__________________________

Reason for changing to A & S Building Systems: ___________________________________________ _____________________________

Have you previously purchased buildings from A & S Building Systems?  □ No  □ Yes
If “YES”... Year _________  #Buildings _____________  Volume $ _____________

Other Building Brands sold by this Buildership:

<table>
<thead>
<tr>
<th>Brand</th>
<th>Years</th>
<th>Volume: Last Year</th>
<th>Volume: 5 Year Average</th>
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</table>
## Licenses & Registration

Please list all Sales Tax Licenses and/or Registration Numbers held by Buildership along with the applicable jurisdictions.

<table>
<thead>
<tr>
<th>License/Registration Number</th>
<th>State</th>
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## Market Area of Primary Effort

City__________________________ County ________________ State ________________

City__________________________ County ________________ State ________________

City__________________________ County ________________ State ________________

City__________________________ County ________________ State ________________

## Business Objectives

Which markets do you primarily pursue? Check as many as apply.

- [ ] Public Works/Government  
- [ ] Sales to Other Contractors  
- [ ] Turn-Key Construction  
- [ ] National Accounts  
- [ ] In-House Erection Services  
- [ ] Plans/Specs  
- [ ] Drop Ship Sales  
- [ ] Supply and Erect  
- [ ] Farm/Agriculture  
- [ ] Design/Build  
- [ ] Export Projects  
- [ ] Build Own Projects  
- [ ] Manufacturing  
- [ ] Office/Warehouse  
- [ ] Developer

## Sales Objectives

1st Year Projected annual A & S Building Systems building sales: $________________________
Marketing & Advertising

A & S Building Systems offers Co-Op Advertising Programs to Builderships in the amount of one-half of one percent (1/2 of 1%) of that builder’s year-to-date shipped steel purchases, paid for within terms. The Co-Op amount allowed the Builder against those available funds is one-half of the amounts of paid invoices for Approved Programs as specified in the Terms and Conditions of Cooperative Advertising.

In which Co-Op Advertising Opportunities do you plan to participate?

☐ Yellow Pages
☐ Job Signs
☐ Radio / TV
☐ Newspaper / Magazine

Shipment of Building Orders

In the interest of satisfying certain Interstate Commerce Commission Regulations, it is necessary for us to have written instructions from each builder, specifying how the Carrier is to be chosen for each of his jobs. Please read and sign the following:

WHENEVER WE DO NOT SPECIFY A PARTICULAR CARRIER TO DELIVER ONE OF OUR BUILDING ORDERS, YOU ARE HEREBY AUTHORIZED TO SHIP THE ORDER VIA A&S TRUCK OR THE MOST ECONOMICAL CARRIER AVAILABLE AT THAT TIME, PROVIDED THAT CARRIER IS CAPABLE OF DELIVERING THE ORDER WITHIN A REASONABLE LENGTH OF TIME.

Approved By: __________________________________________
Date: ________________________________________________

New Builder Kit Fees & Contents

☐ $450.00 Fee: Authorized Builder for A & S Building Systems - includes one time Sales Literature & Marketing Tool Kit

☐ $695.00 Software Fee: Astek II & Value ExpressPLUS Software and training in Caryville, TN (transportation & hotel not included).

☐ $1450.00 Total Fee for both Authorized Builder Fee and Software Package
Submission of Application

Builder acknowledges that submittal of the Builder Application does not guarantee approval as an A & S Builder. All required documentation must be submitted along with a check made payable to the order of A & S Building Systems for the amount of $450 ($1450.00 with the inclusion of the recommended software packages). In the event the application is denied, the check will be returned.

Builder acknowledges acceptance of the A & S Building Systems Terms and Conditions, recognizing that changes and supplements may be added or removed at the discretion of A & S Building Systems. Once A & S has accepted Builder as an A & S Builder, Builder will receive a signed copy of the Builder Agreement, a copy of the A & S Terms and Conditions, and the Builder Starter Kit.

The terms of this Agreement will begin ________________________, 20 ________, and will expire _______________________________, 20 _____________, unless the Agreement is terminated in accordance with the Terms and Conditions.

<table>
<thead>
<tr>
<th>BUILDER</th>
<th>A &amp; S BUILDING SYSTEMS</th>
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<tr>
<td>Signature</td>
<td>Signature</td>
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<tr>
<td>Print Name</td>
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# APPLICATION FOR CREDIT

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<tr>
<th>COMPANY NAME</th>
<th>Phone ( )</th>
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<td>Fax ( )</td>
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<tr>
<td>PHYSICAL ADDRESS</td>
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<td>MAILING ADDRESS</td>
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- **SOLE PROPRIETORSHIP**
- **PARTNERSHIP**
- **CORPORATION**

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<tr>
<th>FEDERAL/EMPLOYER IDENTIFICATION NUMBER</th>
<th>STATE OF INCORP.</th>
<th>DATE OF INCORP.</th>
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**TYPE OF PURCHASE**
- **TAXABLE**
- **NON-TAXABLE**

- **PLEASE INCLUDE TAX CERTIFICATE IF NON-TAXABLE**
- **RESALE**
- **OTHER**

**LOCATION OF HOME OFFICE**

**ACCOUNTS PAYABLE CONTACT**

**ANTICIPATED MONTHLY VOLUME**

**PURCHASE ORDER REQUIRED?**
- **YES**
- **NO**

## NAMES OF OFFICERS, OWNERS OR PARTNERS

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<tr>
<th>NAME</th>
<th>POSITION</th>
<th>S.S.#</th>
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## RELATED COMPANIES

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2.  

## BANK REFERENCES

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## CREDIT REFERENCES

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**PLEASE INCLUDE THE FOLLOWING WITH YOUR APPLICATION:**

1.  Financial statements (preferably audited) for the latest fiscal year (Minimum-Balance Sheet and Income Statement).
2.  Most recent interim financial statements if those included in #1 above are over six months old.

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

*I (we) hereby authorize the above companies and/or banks to release factual credit information to Seller 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 Seller and I (we) have read and understand and consent to the Terms and Conditions of Sale including on the reverse hereof.*

## FOR OFFICE USE ONLY

Approved _____  Disapproved _____

Limit $ __________________________

Notes __________________________

By ____________  Date ____________

SUBJECT TO CHANGE WITHOUT NOTICE

---

**Signature**

**Title**

---

**Signature**

**Title**

(See reverse for Terms and Conditions)

**EFFECTIVE DATE 6/07**

---

Real People. Real Products. Real Solutions. • 9
A & S Building Systems Builder Agreement

Company Name: ______________________________________________________________

____________________________________________________________

(a corporation, partnership, or sole proprietorship - if corporation, include state of incorporation)

having its principle place of business at

__________________________________________________________________________

__________________________________________________________________________

(street and number)

____________________________________________________________________________

____________________________________________________________________________

city    county    state   zip

This AGREEMENT made and entered into by and between A & S BUILDING SYSTEMS, A DIVISION OF NCI BUILDING SYSTEMS, herein referred to as “A&S” and Builder, whose full identity and address is shown above, hereinafter referred to as “Builder”. In consideration of the mutual promises and obligations hereinafter set forth, it is hereby agreed as follows:

I. BUILDER APPOINTMENT
   1.1  A & S hereby appoints Builder and Builder hereby accepts appointment as an authorized Builder of products manufactured by A & S. Builder hereby being granted the non-exclusive right to sell such products. It is the intention of the parties that the relationship existing between them shall be that of independent contractors and buyer and seller, and that nothing contained in this agreement or done pursuant to it shall constitute Builder the agent of A & S for any purpose whatsoever. Builder has no authority to bind A & S by any representations, statements, or agreements on in any manner whatsoever.

II. TRADE NAMES & GOOD WILL
   2.1  Builder shall not use the A&S name, trade names or trademarks in connection with any material of products, other than the Products, in any manner which may imply that such other material or products originate from or are approved by A&S. The nature of each of the services for which any of A & S’s service marks is to be used by Builder shall have the approval of A & S and Builder agrees to meet the standards of quality established by A & S for such services. A & S shall be the sole judge of whether Builder has met or is meeting said standards of quality and Builder agrees to allow any authorized representative of A & S at any time to enter Builder’s premises where such services are being provided to inspect same.
2.2 All use and reference to the trademarks and service marks by Builder shall conform with proper trademark and service mark practice and with such instructions as A&S from time to time may issue or approve and in no event shall use or reference to trademarks and service marks be inconsistent in form or content with the sole ownership of the trademarks and service marks by A&S.

2.3 Without the express written consent of A&S, Builder shall have no right to employ any of the trademarks or service marks or any word or symbol similar to any of the trademarks or service marks in any name in which it does business, nor shall Builder engage in any unauthorized or improper use of any of the trademarks or service marks or any mark confusingly similar thereto.

2.4 Builder shall obtain the prior written approval of A&S concerning all advertising displays, invoices, labels, packaging, materials, letterheads, markings, tags, and all other materials bearing any of the trademarks or service marks. Upon termination of this agreement, Builder shall immediately cease all use of the trademarks and service marks and shall promptly deliver to A&S free of any charge to A&S any and all of the said materials that bear any of the trademarks and service marks that are then in Builder’s possession.

2.5 Builder and A&S agree to avoid any trade practices which may be considered to be injurious to the other’s good name and/or good will, or that could be considered detrimental to the public interest of good business.

III. SALES TERRITORY

3.1 Sales territories are non-exclusive, and are delineated for advertising and sales penetration purposes only. The area to which Builder shall devote his principal sales efforts shall be known as Builder’s area of primary responsibility, and is described as:

STATES/COUNTIES

_________________________________________________________________
_________________________________________________________________
_________________________________________________________________
_________________________________________________________________

It is understood that the Builder shall be primarily responsible for the development of such sales area, but the designation of such area is not to be construed to prohibit sales by the Builder outside of such area or the sale by other builders or A&S inside such area.

A&S specifically reserves the right to sell to any government or governmental agency or instrumentality, and to government contractors, and to any purchaser which A&S classifies as a national account and which in its judgement can be properly served only by direct sales. A&S may also give, loan, lease, or sell buildings to charitable, religious, educational, or other non-profit groups, or to companies or persons affiliated with A&S.
3.2 Sales for export outside the United States involve special considerations, and Builder should obtain the approval of A&S before accepting any such order.

IV. TERMS AND CONDITIONS OF SALE

4.1 Orders for products submitted to A&S by Builder shall be binding upon A&S only if accepted and approved by A&S at its office in Caryville, Tennessee, in writing or by shipment and, when accepted, shall be subject to all the terms and conditions of this agreement.

4.2 All orders shall conform to such rules and be on such forms as A&S may from time to time prescribe. Orders shall be submitted in writing on standard purchase orders issued by A&S or other acceptable methods of ordering and shall specify the Builder’s desired delivery date. It shall be deemed that the Terms and Conditions of Sale as listed in this Agreement are incorporated therein, whether or not it is stated or implied on the form, and that no inclusion of any different or additional terms, proposed by Builder, has been made.

4.3 Builder may not revise, cancel, or postpone an order after acknowledgement from A&S without the express written consent of A&S, except that Builder may do so by paying to A&S the standard charges in effect at the time of such revision, cancellation, or postponement.

V. PRICE AND TERMS

5.1 A&S will sell to Builder standard buildings at A&S list prices in effect at time of shipment, less the specified discount. Special buildings will be quoted on a net price, no-further-discount basis. Any sales, use, excise or other similar tax or charge incident to the sale of the building will be paid by the builder.

Builder assumes the responsibility for the accuracy of his quotations to his customers. A&S will carefully check Builder’s pricing on orders submitted to A&S. Builder will be notified of any discrepancy between his pricing and the correct price. The difference will be shown on the account of Builder as an addition or subtraction of his submitted purchase order.

5.2 A discount of 1% will be offered on all invoices. Terms available are 1% ten days-net due thirty days from invoice date, 1% discount on C.O.D. deliveries, Joint Check Agreements, and Direct Pay Agreements. Terms will be determined by the Credit Manager of A&S based on submission of forms requested and credit history.

VI. DELIVERY

6.1 A&S will use reasonable efforts to meet delivery schedules accepted or prescribed by A&S, but shall not be liable for any incidental or consequential damages occasioned by any delay or any failure to meet delivery schedules.
A&S shall be excused for any and all delays caused by Acts of God, fire, windstorm, or other casualty, war, riot, insurrection, shortages or unavailability of shipping facilities, strikes, slowdowns or other labor difficulties, decree or order of any court or government, priorities claimed by governmental agencies, or for any other cause beyond A&S’s reasonable control. A&S will employ diligent efforts to notify and advise Builder of any contemplated or expected delay or delays. A&S will attempt to comply with routing and shipping instructions of Builder where lawful and practicable, but reserves the right to ship by alternate route or forms of transportation when shipment by Builder’s instructions shall be deemed impracticable.

6.2 A&S will endeavor to ship orders on the dates requested by Builder, all orders and deliveries are subject to the filling of prior orders on file with A&S and to contingencies and happenings beyond A&S’ reasonable control, and A&S shall not be liable for any failure or delay in filling orders.

6.3 Delivery of any materials by A&S to an A&S carrier, common carrier, or to Builder’s own, leased, chartered or authorized conveyance shall constitute delivery to Builder, and thereafter, such materials shall be at Builder’s risk. If Builder chooses to use his own or a private carrier, he shall be solely responsible for observance of all applicable government regulations. All charges shall be borne by Builder. A&S responsibility ceases upon delivery of shipment to carrier.

6.4 Builder agrees to make an inspection upon arrival of all buildings and parts shipped to Builder or its customer. If any item is missing, Builder must note on Freight Bill and notify A&S immediately or A&S cannot be held responsible for any shortage of buildings or parts. If any item is damaged, note on Freight Bill and file claim with Freight Agent.

**VII. WARRANTY**

7.1 Builder shall make no representation concerning the manufacturer’s warranty covering Products, but shall refer its customers to A&S’ standard warranty in effect at the time.

**VIII. TERMINATION & DEFAULT**

8.1 This Agreement may be terminated at any time by either Builder or A&S upon not less than a thirty (30) days written notice to the other.

8.2 The Agreement may be terminated by A&S immediately, either with or without notice if any of the following events occur: Builder’s admitted insolvency; or an assignment by the Builder for the benefit of creditors; or the institution of voluntary or involuntary proceedings by or against Builder in bankruptcy or under insolvency laws, or for the liquidation or dissolution of the Builder; or the appointment of a receiver or trustee for the Builder; or the conviction of the Builder or any principal officer or manager of the Builder of any crime tending to affect adversely the ownership, operation, management, business, or interests of Builder or A&S.
8.3 The Agreement shall be terminated, either with or without notice, if Builder elects no to continue the relationship described herein in accordance with Article XII.

8.4 On termination date, Builder will return to A&S, postage prepaid, all Starter Kit material, including Product and Planning Manuals, the Bulletin Reference Manual, the Marketing Manual, and the MBMA Manual. Upon receipt of said material and postage receipt, A&S will refund postage amount to Builder.

IX. EFFECT OF TERMINATION

9.1 Termination of the Agreement shall not release either party from the obligation to pay any sum which it may then owe to the other.

9.2 Upon termination of the Agreement, Builder shall immediately discontinue all use of A&S’ name, trade names, trademarks, or service marks.

9.3 Prior to the date of expiration of the Agreement by lapse of time (as distinguished from termination under Article VIII), Builder may file with A&S a list of prospective customers with whom he is negotiating. If Builder obtains an order from any such prospective customer and exhibits the same to A&S and delivers to A&S an order based thereon within ninety days after the date of expiration of the Agreement. A&S will accept and fill such order (subject to A&S standard conditions of sale which are applicable to all orders).

9.4 Upon termination of the Agreement, A&S may at its option, cancel any or all unfilled orders, except orders for buildings or parts which Builder has actually sold to a customer and which have been accepted by A&S. Upon termination or expiration of the Agreement, A&S may, as it option:
   a.) Assist Builder in disposing of any buildings or parts when owned by Builder and previously purchased by him from A&S, and/or
   b.) Repurchase any usable buildings or parts in Builder’s stock.

X. GENERAL

10.1 This Agreement supersedes any prior agreement between Builder and A&S (or between Builder and any predecessor(s) of A&S) relating to Builder’s sales of A&S Products and all transactions between Builder and A&S.

10.2 The Agreement shall not be valid or binding until approved by a duly authorized representative of A&S at its main office in Caryville, Tennessee and when so approved it shall be deemed to be a contract and shall be construed and enforced in accordance with the Laws of the state of Tennessee.

10.3 If it shall be found that any part of the Agreement violates the law of any state or government division having jurisdiction in the premises, such portion shall have no force or effect in such state of governmental division, and the Agreement shall be treated as if such portion had not been inserted therein.
10.4 No waiver by either party of the terms of the Agreement or of a breach of any of the provisions of the Agreement shall be deemed a waiver of any succeeding breach. Non-enforcement by either party of any of the provisions of the Agreement shall not be a waiver or in any way affect such party’s right to enforce all such provisions.

10.5 The Agreement, which by reference incorporates these terms and conditions, embodies all agreements between A&S and Builder and it may not be altered, enlarged, renewed, or extended except by a written agreement expressly declared to be a modification, renewal, or extension of the Agreement.

10.6 Unless written notice of change of address is given, all notices shall be effective if addressed to the parties at their addresses as shown on the Agreement.

10.7 If payment is not received for any order placed by Builder and should order be placed in the hands of an attorney for collection or is collected through any form of legal proceeding, Builder agrees to pay a reasonable attorney fee which shall not be less than ten percent (10%) of the full amount due.

10.8 By acceptance of the merchandise or services set forth in the invoice, Builder agrees to pay the invoice amount within the time specified on the invoice. If not paid within that time, Builder further agrees to pay a late payment charge on any unpaid amount in the form of a time-priced differential service charge of two percent (2%) for each month or portion thereof that the invoice amount remains unpaid, or the maximum rate permitted by law, whichever is lower.

10.9 Before Builder Agreement is signed by A&S, the prospective Builder will complete and sign the Builder Application. A check payable to the order of A&S, for $450.00 ($1,145.00 with the inclusion of the Astek II and Value Express Plus software package), should be attached to the application. In the event the application is not accepted, the check will be returned.

XI. COOPERATIVE ADVERTISING

11.1 Co-Op Funds: The basis for the A&S Co-Op Advertising Funds available to the undersigned Builder is one half of one percent (1/2 of 1%) of Builder’s year-to-date shipped steel purchases, paid for within terms. The Co-Op amount allowed Builder against those available funds is one-half of the amount of paid invoices for Approved Programs as specified.

11.2 Advertisement Regulations: Any advertising program or expenditure submitted by Builder for Co-Op Reimbursement must comply with the regulations listed below:

a.) All visual advertising must carry the A&S logo in a size equal to the Buildership’s logo and company name.

b.) All audio advertising must identify Builder as an Authorized Builder
for A&S a minimum of two (2) times within the copy.
c.) Any advertising that notes involvement in any type of construction
other than metal buildings will be eligible for reimbursement solely at the
discretion of the A&S Advertising Department.

11.3 Any advertising program or expenditure, whether provided by A&S as part of an
A&S Builder Advertising Program or by the Builder in his own behalf, which
is to be submitted for Co-Op Reimbursement, must be approved by the A&S
Advertising Department prior to the Builder’s participation in that program. Each
program or expenditure submitted for reimbursement must have separate, specific
approval. Standard A&S Request for Approval forms are available at no charge
through the A&S Advertising Department. Approval of any advertising program
or expenditure is subject to Builder’s compliance with aforementioned Co-Op
Advertising Regulations and to the Builder’s funds as outlined above in Co-Op
Funds.

11.4 Co-Op Reimbursement - Any advertising program or expenditure submitted for
Co-Op Reimbursement must be accompanied by each of the following items
before it can be processed for payment:
   a.) A fully completed and signed Request for Reimbursement
   b.) A copy of the original signed Request for Approval that specifically
       applies to the reimbursement.
   c.) A copy of the original signed Advertising Agreement for that calendar
       year.
   d.) Any and all of the documentation listed below that is pertinent to the
type of advertising being submitted for reimbursement.
       1.) Proof of full payment of any and all invoices related to the
           advertising expenditure.
       2.) Tear sheets of any print ads clearly indicating the name and
date of publication.
       3.) Sworn statement by the broadcast station for any electronic
           broadcasting. The statement must appear directly on the actual
typed transcript used in the broadcast.
       4.) Outdoor advertising must be verified by photographs clearly
           indicating the signs and that they were posted in a trafficked
           area.

11.5 Items that are not eligible for reimbursement include, but are not necessarily
limited to the following: any sales aid, literature, premium, or any other advertising
program that is offered to the Builder by A&S at a discounted price. Additionally,
any advertising which mentions any manufacturer or product line, other than A&S
and its product lines, will not be eligible for Co-Op Reimbursements.
11.6 A&S will process Requests for Reimbursements beginning on the last day of the month of each quarter within a calendar year. **THE FINAL DAY TO SUBMIT A REIMBURSEMENT REQUEST IS THE 31ST OF DECEMBER.** Advertising Co-Op Funds may be accrued from one quarter to the next quarter within a calendar year, however, funds may not be accrued from one calendar year to the next.

11.7 Co-Op Reimbursement will be handled by check if Builder’s account is current. However, if Builder has past due receivables, the co-op amount will be credited to Builder account and Builder will be notified by accounting.

IN WITNESS WHEREOF, this Agreement is hereby executed and delivered this _________day of _____________________, 20___________________.

BUILDER: __________________________________________________________________

By:_________________________________________________________________________

Name      Title

Annual Sales Volume Goal: _$___________________________

A&S BUILDING SYSTEMS

By:_______________________________
Name      Title
CONTINUING PERSONAL GUARANTY

A&S Building Systems

WHEREAS, ________________, a corporation with its principal office at

A&S Building Systems (hereinafter called “Seller”), on credit sundry merchandise, equipment, machinery, structures, vessels, services and materials and to open accounts with Seller therefore, and to settle such accounts with notes and other evidences of indebtedness, and to extend the time of payments of such accounts, notes and other evidences of indebtedness and to renew the same from time to time as may be agreed between Purchaser and Seller; and

WHEREAS, by virtue of the business relationship between the undersigned, whether one of more (hereinafter collectively called Guarantors”) and Purchaser, Guarantors expect to receive a substantial and material direct and indirect financial benefit as a result of the credit which the Seller has extended or may extend to Purchaser;

NOW, THEREFORE, In consideration of Ten and No/100 ($10.00) Dollars, of Seller’s agreement to extend credit to the Purchaser. In reliance on this Continuing Guaranty, and of other valuable consideration exchanged between the parties, we, the undersigned Guarantors, and each of us, hereby jointly and severally and unconditionally guarantee to Seller, Its successors and assigns, full, due, strict and punctual payment by Purchaser, Its successors and assigns, of all sums of money, principal and interest, that shall be due Seller by Purchaser upon accounts, notes, checks, drafts, liability arising by way of endorsement of guarantee or assumption, or other evidences of Indebtedness given by Purchaser In settlement thereof, and upon any renewals of the same as the same shall become due and upon any judgments obtained thereon, Including all costs and attorneys fees In connection therewith. This Guaranty shall also Include any and all indebtedness direct or indirect, absolute or contingent which may now be outstanding or owing by Purchaser to Seller for any merchandise, equipment, machinery, structures, vessels, services and materials heretofore sold and delivered or contracted to be sold by Seller to Purchaser, or that may be hereafter sold and delivered to, or contracted to be sold by Seller to Purchaser, and the principal and interest of all notes or other evidences of Indebtedness or renewals thereof heretofore or hereafter given by Purchaser for such accounts and any judgments obtained thereon, Including all costs and attorneys fees in connection therewith.

This Continuing Guaranty is absolute, complete and continuing and no notice of any Indebtedness or extension of credit already or hereafter contracted by or extended to Purchaser need be given to Guarantors. Seller may rearrange, extend and/or renew any Indebtedness guaranteed hereby without notice to Guarantors and In such event, Guarantors will remain fully bound hereunder on such Indebtedness. Guarantors authorize Seller without notice or demand and without affecting Its liability hereunder to take and hold security for the payment of this Continuing Guaranty or the Indebtedness guaranteed and exchange, enforce, waive and release any such security; and to apply such security and direct the order or manner of sale thereof as Seller In Its discretion may determine. It is expressly agreed that the liability of Guarantors for the Payment of each Indebtedness or other obligation secured hereby shall be primary and not secondary. Seller shall have the right to release any Guarantor hereunder without affecting the liability of any other Guarantor hereunder. This Guaranty shall not be revoked by the death of a Guarantor, but shall remain in full force and effect with respect to each Guarantor until such Guarantor or the executor or administrator of the estate of such Guarantor shall have given notice In writing terminating this Continuing Guaranty and Instructing Seller to make no further advances on the security of this Continuing Guaranty, and until such written notice shall be received by Seller, It shall continue in full force and effect.

Guarantors hereby expressly waive the following: presentment, demand, protect and notice of protest of any and all forms of Indebtedness herein guaranteed; notice of giving of any notes or other evidence of Indebtedness by Purchaser in settlement of such accounts or in the modification thereof; notice of any extensions or renewals of notes or other evidences of Indebtedness; notice of acceptance of this Guaranty, acceptance on the part of Seller being conclusively presumed by Its request for this Guaranty and delivery of same to It; any failure to file and enforce any lien or other security for any or all Indebtedness of Purchaser; but nothing herein shall preclude Seller from obtaining and enforcing any lien therefore; or notice of terms of sale or any other notice or notices, demand or demands, failure to give which by Seller might in any way prejudice its right to recover from Guarantors the amount of an claim Seller might have against Guarantors by reason of the Continuing Guaranty. Guarantors hereby waive any right to require Seller to proceed against Purchaser, to proceed against or exhaust any security held from the Purchaser, or to pursue any other remedy in Seller’s power whatsoever. Guarantors waive any defense arising by reason of the bankruptcy or disability or other defense of Purchaser. Until all Indebtedness of Purchaser to Seller shall have been paid in full. Guarantors shall have no right of subrogation and waive any right to enforce any remedy which Seller now has or may hereafter have against Purchaser and waive any benefit of any right to participate in any security now or hereafter held by Seller. Guarantors agree that if the maturity of any obligation hereby guaranteed is accelerated by bankruptcy or otherwise as against Purchaser, such maturity shall also be deemed accelerated for the purpose of this Continuing Guaranty.

It is understood that except as provided below, the Guarantors shall not be liable hereunder in any amount exceeding $ Unlimited which may exist at any one time, but nothing herein shall limit the amount of credit which may have been or may be extended to Purchaser.

In the event It is necessary for Seller to place this Continuing Guaranty in the hands of any attorney for collection or if the same is collected by an attorney or by legal proceedings, Guarantors also agree to pay an attorneys’ fee equal to 15% of the amount of the account and Indebtedness of Purchaser guaranteed hereby in the event said account and indebtedness shall be less than the amount of this Guaranty. If said amount of Indebted-ness equals or exceeds the amount of this Guaranty, the attorneys’ fee as stated above shall equal only 15% of the amount of this Guaranty.

This Continuing Guaranty shall be construed and governed by the laws of the State of Texas. Any provision of this Continuing Guaranty may be invalid under the laws of Texas, or any other applicable government authority, shall be deemed to be severable and not affect the remaining provisions of the Continuing Guaranty. Such provisions shall be deemed to be modified to conform with such laws, if possible, and if not shall be deleted from the Continuing Guaranty and form no part thereof.

IN WITNESS WHEREOF, the undersigned has executed this Continuing Guaranty.

Signature __________________________, Individually

Printed Name __________________________________________
Real People.  Real Products. Real Solutions.

1880 Highway 116
Caryville, TN 37714
1-800-274-2100
www.a-s.com