



800.737.2800

fax 417.862.1232

Post Office Box 1565
Springfield, Missouri 65801

boydaluminum.com

JOINT CHECK AGREEMENT

Date: ____/____/____

TO: Boyd Aluminum Manufacturing Co.
3258 E. Division Street
P.O. Box 1565
Springfield, MO 65801

RE: Project Name _____
Project Address _____
City _____ State _____ Zip _____

Customer Name _____
Customer Address _____
City _____ State _____ Zip _____

Total Payments to Boyd Under this Agreement \$ _____

Gentlemen:

In order to induce you to sell materials to your above named Customer, for installation and use on the above identified Project, and in consideration of your furnishing materials to the said Customer, the undersigned Payor for said project covenants and guarantees to Boyd Aluminum Manufacturing Co. ("Boyd") the prompt and full payment to Boyd of all invoices for materials furnished upon said project within 45 days of the date they are submitted to the Customer.

Boyd's invoices will be sent to the Customer, who in turn shall promptly invoice the Payor, if it has not previously done so. Past due amounts shall bear interest at 1½% per month (18% APR) until paid in full. No terms or conditions of any agreement between Customer and Payor shall be effective to vary the terms of this agreement, or the terms and conditions of sale between Customer and Boyd. Payor agrees that its rights and obligations with respect to the materials provided by Boyd shall be subject to the terms and conditions of sale between Boyd and Customer. Under no circumstances whatsoever shall the Payor or Customer retain, withhold or otherwise backcharge, or take any credit or set-off against Boyd for any amount, or for any claim, without Boyd's express prior written agreement, duly executed by an officer of Boyd.

The Payor's and Customer's obligation to promptly pay Boyd shall not be subject to, or relieved or excused by, any "liquidated damage", "pay when paid", "pay if paid", or other similar provision of any contract including any contract between the Payor and the Customer, without Boyd's express prior written agreement thereto duly executed by an officer of Boyd. Any such claim, set-off, credit or backcharge shall be promptly presented, in writing, to Boyd within thirty days of the event or discovery of the matter giving rise to such claim, set-off, credit or backcharge.

If liability for such claim, set-off, credit or backcharge is accepted in writing by an officer of Boyd, Boyd will credit such claim, set-off, credit or backcharge to Payor's or Customer's account. If such claim, set-off, credit, or backcharge is rejected by Boyd, Payor's

and Customer's sole remedy shall be to bring an action against Boyd for such claim, set-off, credit or backcharge as hereinafter provided.

The undersigned Payor shall submit payment in the form of check(s) jointly payable to Boyd and the Customer, and shall obtain the endorsement thereof by the Customer and then forward the check(s) to Boyd. The total of payments to Boyd under this agreement shall be as set forth above.

This agreement shall be deemed to be a contract entered into and performable in Springfield, Missouri. It is agreed that any action provided for or relating to this agreement shall be brought exclusively in the state courts located in Greene County, Missouri, and the parties waive any objection to personal jurisdiction and venue in such courts. Customer and Payor expressly waive any right to remove such action to any Federal Court. In the event Boyd is the prevailing party in any action, Payor and Customer agree to pay Boyd's attorney's fees and costs incurred in such action.

It is understood that Boyd is not waiving or relinquishing any rights provided by law as a materialman upon the project.

Payor

Customer

Print Name of Payor

Print Name of Customer

By: _____

By: _____

Print Name & Title

Print Name & Title

Payor Address:

