



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.  
 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 \$ \_\_\_\_\_

In order to induce you to sell goods and 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 agreement 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 agreement of sale between Customer and Boyd, including Boyd’s Terms and Conditions of Sale referenced below. 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 parties agree that Customer’s failure to reject the goods or report shortages or discrepancies, in writing, within ten (10) business days, together with supporting documentation, shall constitute acceptance of the goods, which Customer agrees is a reasonable opportunity for inspection, and failure to reject the goods or report shortages or discrepancies, in writing, and provide supporting documentation within this period, shall be deemed as Customer’s and Payor’s acknowledgement that the goods comply with the order and with all specifications, representations and warranties of Boyd, and waiver of any claim or cause of action against Boyd with respect to the goods.

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.

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 agree that the sole dispute resolution procedures are as provided in Boyd’s Terms and Conditions of Sale.

**NOTE: BOYD's Terms and Conditions of Sale are available for review at [www.boydaluminum.com](http://www.boydaluminum.com), (click on "Resources"), and are incorporated herein by this reference.**

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, plus interest on past due amounts.

This agreement shall be deemed to be a contract entered into and performable in Springfield, Missouri. It is agreed that any suit provided for or relating to this agreement shall be brought exclusively in the state of federal courts located in Greene County, Missouri, and the parties waive any objection to personal jurisdiction and venue in such courts, and in the case of arbitration the hearing shall be conducted in Springfield, Greene County, Missouri.

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

**THIS AGREEMENT, THROUGH THE INCORPORATION OF BOYD'S TERMS AND CONDITIONS OF SALE, CONTAINS A BINDING ARBITRATION AGREEMENT WHICH MAY BE ENFORCED BY THE PARTIES.**

Payor

Customer

\_\_\_\_\_  
Print Name of Payor

\_\_\_\_\_  
Print Name of Customer

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name & Title

\_\_\_\_\_  
Print Name & Title

Payor Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Agreed to:

Boyd Aluminum Manufacturing Co.

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name & Title