

Interglass Corp. Credit Application and Credit Agreement

- 1. COMPANY NAME (DBA):** _____
Legal Name (if different than above): _____
Billing Address _____ P.O. Box _____
City _____ State _____ County _____ Zip _____
Website _____ Phone (____) _____
Email Address _____ Fax (____) _____
- 2. SHIP TO ADDRESS** (if different than above): *Note: We do not ship to residential addresses.*
Address _____
City _____ State _____ County _____ Zip _____
- 3. MAIN CONTACTS:**
Purchasing Contact _____ Email _____
Accounts Payable Contact _____ Email _____
- 4. SALES TAX:** Is your organization tax exempt? Yes No If yes, submit a Tax Exemption Certificate
- 5.** Attach www.Sunbiz.org company report.
- 6. GENERAL INFO:** Year business started _____ FEIN _____ D&B _____
- 7. TYPE OF ORGANIZATION:** Corporation LLC Partnership Sole Proprietorship
- 8.** Have you ever done business with us under any other business name? Yes No
If yes, under what company name _____
- 9.** Have you or a corporation owned by you ever filed bankruptcy or had any involuntary bankruptcy proceeding, receivership or like proceeding filed against you? Yes No If yes, what year _____
- 10. OWNER(S) OF THE COMPANY:**
- | | |
|---------------------------|---------------------------|
| Name _____ | Name _____ |
| Home Address _____ | Home Address _____ |
| City/State/Zip _____ | City/State/Zip _____ |
| Mobile Phone (____) _____ | Mobile Phone (____) _____ |
- 11. BANK REFERENCE:**
Bank Name _____ Account No. _____
Address _____ Phone No. (____) _____
City/State/Zip _____ Fax No. (____) _____

12. TRADE REFERENCES: (do not use credit cards, utility companies, etc. – only material suppliers)

- 1. Company Name _____ Fax No. (____) _____
Address _____ Phone No. (____) _____
- 2. Company Name _____ Fax No. (____) _____
Address _____ Phone No. (____) _____
- 3. Company Name _____ Fax No. (____) _____
Address _____ Phone No. (____) _____
- 4. Company Name _____ Fax No. (____) _____
Address _____ Phone No. (____) _____

13. ACCEPTANCE OF TERMS AND AGREEMENT. By completing the above form and executing same, I/we the undersigned, jointly and severally hereby accept the Terms of Account and the personal guaranty stated herein. Additionally, I/we agree in consideration of extending credit to the above named applicant(s), I/we do hereby grant, jointly, and individually agree to pay for all goods and merchandise supplied to me; or to any of us, to the above business. In the event that an account is placed with a third party for collection, I/we agree to pay all costs; including reasonable attorney fees, court costs, and finance charges.

I/we authorize Interglass Corporation to investigate our credit history, bank references, and other information deemed necessary to extend credit. I/we agree to immediately notify Interglass Corporation of any change in ownership, address, or form of the set business. This agreement shall remain enforced until written notice of revocation is received by Interglass Corporation.

14. TERMS OF SALE. Prices, terms, and conditions of sale are those in effect at time of delivery and are subject to change without notice. All orders are subject to acceptance upon receipt of specifications. We are not responsible for damaged or broken glass unless caused directly by our employees. Interglass Corporation makes no warranty or representation that application of its materials will be in compliance with federal, state, or local codes, regulations, or laws. Special order material must be accompanied by a pre-payment.

15. PAYMENT TERMS. Net 30 days after invoice date. Accepted Payment Methods: Company Checks, Personal Checks (with copy of ID), Cash, Credit Cards (Visa, MasterCard, Amex, Discover).

16. DELIVERY. We reserve the right not to ship orders of less than the minimum delivery defined for your location, unless a delivery fee is accepted by buyer. If necessary, by customer request or by unforeseen circumstances, to ship by common carrier, shipment will be EXW our warehouse. Our responsibility for breakage or other damage ceases when merchandise is delivered to carrier and a clear receipt is received. Recovery from the carrier is the responsibility of the consignee. Upon request, we will supply documentation to establish claim.

17. CALCULATION OF SQUARE FEET. Square feet will be computed by multiplying the width (next higher inch) by the height (next higher inch), then dividing this product by 144, and rounding to two decimal places.

18. RETURNED MATERIALS AND BREAKAGE. No claim for breakage will be allowed after signing for materials in good condition. Claims for chips or scratches will be accepted up to 24 hours after delivery. When permission has been granted for the return of an unwanted product, a 20% handling charge will be made and transportation charges paid by the buyer. If goods are returned because of our error, we will pay transportation and allow full credit at original purchase price. All other claims not covered by our warranty must be submitted within 30 days.

19. SPECIAL ORDER POLICY. Materials fabricated to customer's specification will not be held in our warehouse longer than 30 days beyond the requested shipping date. After 30 days, we may ship and invoice these materials, or charge warehousing fees.

EVENTS CAUSING A DEFAULT UNDER THIS AGREEMENT:

Events of Default. The following events are each an “Event of Default” under this Agreement

- (a) The failure to make payment of the Principal Sum or Interest when due and payable;
- (b) The commencement of any action for the dissolution or liquidation of Company, or the commencement of any case or proceeding for reorganization or liquidation of Company’s debts under the United States Bankruptcy Code (11 U.S.C. § 101 et seq.), as amended, or any other state or federal law, now or hereafter enacted for the relief of debtors, whether instituted by or against Maker; provided;
- (c) The appointment of a receiver, liquidator, custodian, trustee or similar official or fiduciary for Company or for any of property of Company;
- (d) The failure of Company to perform or observe, or cause to be performed or observed, any other term, obligation, covenant, condition or agreement contained in this Agreement;
- (e) The death of any of the owners of the Company or the Personal Guarantor under this Agreement;
- (f) The filing of any Petition for Bankruptcy by any obligor under this Agreement;
- (g) The making of an assignment for the benefit of creditors by any obligor under this Agreement;
- (h) The taking of any material part of the property of any obligor by any governmental authority;
- (i) The dissolution, merger, consolidation or reorganization of any obligor; or
- (j) The Holder in its sole but reasonable discretion deems itself insecure.

(hereinafter an “Event of Default”).

IF AT ANY TIME YOU ARE IN DEFAULT OF THIS AGREEMENT, THE ENTIRE UNPAID PRINCIPAL BALANCE SHALL IMMEDIATELY BECOME DUE AND PAYABLE WITHOUT NOTICE OR DEMAND. WHILE IN DEFAULT THIS NOTE SHALL BEAR INTEREST AT THE MAXIMUM RATE PERMITTED BY LAW.

The undersigned jointly and severally, promise and agree to pay in the event of default, all costs and expenses incurred for the collection of all sums due, including attorney’s fees equal to an amount charged the holder of this Note, or such larger amount as may be reasonable and just, and also those costs, expenses and attorney’s fees incurred in any appellate proceeding. Additionally, all OPEN ACCOUNT PURCHASES ARE SUBJECT TO APPROVAL BY OUR CREDIT DEPARTMENT.

LENDER’S RIGHT: At any time following the occurrence of an Event of Default, Interglass may, in its sole discretion, without having to give notice, may declare Company/Obligor in default under this Agreement, declare the outstanding Principal Sum and accrued Interest immediately due and payable.

At any time following the occurrence of an Event of Default, Interglass may, in its discretion, exercise all other rights, options and remedies granted or available to it Maker under this Agreement or otherwise available at law or in equity, including, without limitation, the right to collect the unpaid obligations, liabilities and indebtedness of Company arising under this Agreement.

COMMERCIAL WARRANTY. WE WARRANT TO THE ORIGINAL COMMERCIAL BUYER ONLY THAT OUR PRODUCTS WILL MEET OUR STANDARD SPECIFICATIONS.

WE MAKE NO OTHER EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY OF ANY KIND REGARDING THE PRODUCTS WHETHER AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, OR ANY OTHER MATTER. IN PARTICULAR, WE ASSUME NO RESPONSIBILITY FOR GLASS BREAKAGE, IMPROPER USAGE, FAILURE OF PRODUCTS ON ACCOUNT OF FAULTY INSTALLATION OR BUILDING CONSTRUCTION OR DESIGN, IMPROPER HANDLING OR FAILURE TO FOLLOW OUR INSTRUCTIONS REGARDING THE PRODUCTS.

IN NO EVENT SHALL INTERGLASS BE LIABLE FOR COSTS INCURRED IN THE REMOVAL OF FAILED OR DEFECTIVE UNITS, THE INSTALLATION OF REPLACEMENT PRODUCTS, OR FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES INCURRED AS NON-PERSONAL INJURY LOSSES.

OUR WARRANTY ON THE PRODUCTS SHALL EXTEND FOR A PERIOD OF ONE YEAR AFTER THE DATE OF INVOICE. IN THE EVENT THAT A PRODUCT FAILS TO CONFORM TO THE WARRANTY STATED ABOVE, WE WILL, AT OUR OPTION, FURNISH THE PURCHASER WITH ANOTHER PRODUCT, EXW OUR PLANT, OR REFUND THE CURRENT PURCHASE PRICE OF PRODUCT. IF WE ELECT TO SUPPLY ANOTHER PRODUCT, THE WARRANTY ON SAID PRODUCT WILL EXTEND FOR THE BALANCE OF THE ORIGINAL ONE-YEAR PERIOD. WE WILL BEAR NO OTHER EXPENSE, SUCH AS LABOR COSTS, OF ANY KIND. THE PURCHASER'S EXCLUSIVE REMEDY, IN LIEU OF ALL INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, TO THE EXTENT ALLOWED BY LAW, ANY CASE OF NEGLIGENCE, IS LIMITED TO A REFUND OR THE FURNISHING OF ANOTHER PRODUCT AS HERETOFORE DESCRIBED.

WRITING REQUIRED. No modification or waiver of any provisions of this Agreement and no consent to any departure shall in any event be effective without respect to any course of dealing between the parties, unless the modification or waiver shall be in a writing executed by all parties.

SEVERABILITY. Any provision contained in this Agreement that is prohibited or unenforceable in any respect in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

SURVIVAL OF TERMS. All covenants, agreements, representations and warranties made in this Agreement shall continue in full force and effect so long as this Agreement or any other obligation under this Agreement shall be outstanding and unpaid.

GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without giving effect to any choice or conflict of law provision or rule.

SUBMISSION OF JURISDICTION. The parties irrevocably consent to and confers personal jurisdiction on the courts of the State of Florida, or the United States courts located within the State of Florida, in the county of Miami-Dade, expressly waives any objections as to venue in any of such courts.

WAIVER OF TRIAL BY JURY. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS. THE PARTIES HEREBY ACKNOWLEDGE THAT THIS WAIVER OF JURY TRIAL IS A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS TRANSACTION.

This form was filled by (officer only):

_____	_____
Print Name	Officer Title
_____	_____/_____/_____
Signature	Date

******* PERSONAL GUARANTY*******

To: Interglass Corp:

FOR \$1 AND OTHER GOOD AND VALUABLE CONSIDERATION, in hand paid, the sufficiency of which is hereby acknowledged, the undersigned (hereinafter referred to as "Guarantor") does hereby guaranty you the prompt and unconditional payment of all and every indebtedness, liability, or

obligation of _____ (Company Name) located at _____ (address) (hereinafter referred to as "Obligor"), whether such indebtedness is or has been extended on open account or by acceptance of notes or other evidence of indebtedness of the Obligor, and which is now or may hereafter become due to you and/or your successors, transferees or assigns from the aforesaid Obligor. Any debt of the Obligor that is paid by the Obligor and is subsequently refunded by Interglass to any court or trustee in bankruptcy is considered as an unpaid debt of the Obligor and is construed as an obligation of the Guarantor hereunder.

The Guarantor consents that without notice or further assent, the obligations to Interglass of the Obligor for the liabilities hereby guaranteed may be renewed, extended, modified, prematured, or released, as you deem advisable, without relieving the Guarantor of liability hereunder, which shall remain absolute and unconditional.

The Guarantor promises to pay Interglass or its successors, or assigns the actual costs and expenses of collection action or legal proceedings to collect any amount due under this Personal Guaranty, including reasonable collection or attorney's fees and costs at trial and appellate levels.

The Guarantor does hereby waive any and all notice of acceptance of this Personal Guaranty, and does hereby waive protest, presentment, demand for payment, notice of default or nonpayment and notice of dishonor to or upon the Guarantor and does consent that you may proceed against the Guarantor without first proceeding against the Obligor or any other person, firm or corporation, and without first resorting to security interest which may be held by you.

This Personal Guaranty shall be construed as an absolute and unconditional guaranty of payment, and every obligation or liability of the said Obligor to Interglass herein described shall conclusively be presumed to have been created, contracted or incurred in reliance upon this Personal Guaranty, and all dealings between said Obligor and Interglass shall likewise be presumed to be in reliance upon this Personal Guaranty. This Personal Guaranty shall, without further references, pass to and may be relied upon and enforced by any successor or assignee of Interglass and by any transferee from Interglass or subsequent holder of any of the liabilities, obligations or commercial paper of said Obligor.

No modification or waiver of any provisions of this Guaranty and no consent to any departure shall in any event be effective without respect to any course of dealing between the parties, unless the modification or waiver shall be in a writing executed by all parties.

Any provision contained in this Guaranty that is prohibited or unenforceable in any respect in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

All covenants, agreements, representations and warranties made in this Guaranty shall continue in full force and effect so long as this Agreement or any other obligation under this Agreement shall be outstanding and unpaid.

This Guaranty shall be governed by and construed in accordance with the laws of the State of Florida without giving effect to any choice or conflict of law provision or rule.

The parties irrevocably consent to and confers personal jurisdiction on the courts of the State of Florida, or the United States courts located within the State of Florida, in the county of Miami-Dade, expressly waives any objections as to venue in any of such courts.

THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS GUARANTY AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS. THE PARTIES HEREBY ACKNOWLEDGE THAT THIS WAIVER OF JURY TRIAL IS A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS TRANSACTION.

GUARANTOR:

WITNESS:

Name (*print*) _____ Name (*print*) _____

Home Address _____ Home Address _____

City/State/Zip _____ / _____ / _____ City/State/Zip _____ / _____ / _____

Mobile Phone (_____) _____ Mobile Phone (_____) _____

Signed _____ Date _____ Signed _____ Date _____