

APPLICATION FOR CREDIT

Please fill out this form completely. Incomplete applications will not be processed. Use additional sheets as necessary.

All credit sales by Clarity Glass Wholesalers, LLC ("Clarity") to the Customer ("Buyer") submitting this form are subject to the terms and conditions of this application/agreement. Please sign and date this application as noted to indicate your acceptance of these terms and conditions.

Legal Company Name: _____

Other Names or DBA Name: _____

Parent Company Name: _____

Business Start Date: _____

Taxable: YES / NO (Circle One) Please attach a Tax Exempt Certificate if Applicable

Federal Tax Identification Number: _____

Relationship to Parent (Branch, Subsidiary, Division, etc.): _____

Street Address: _____ P.O. Box: _____

City: _____ State: _____ Zip Code: _____

Billing Address: _____ P.O. Box: _____

City: _____ State: _____ Zip Code: _____

Names and Titles of Company Principals: _____

Telephone Number: (_____) _____ Fax Number: (_____) _____

A/P Contact Name and Title: _____

Email address: _____

Financial Information

Bank Name: _____

Bank Phone: (____) _____ Fax Number: (____) _____

Account Number(s): Checking: _____ Loan: _____

Address: _____ City: _____

State: _____ Zip Code: _____ Contact Name: _____

Trade References (at least three major open account suppliers):

1. Name: _____

Address: _____ City: _____ State: _____ Zip _____

Phone Number: (____) _____ Fax Number: (____) _____

2. Name: _____

Address: _____ City: _____ State: _____ Zip _____

Phone Number: (____) _____ Fax Number: (____) _____

3. Name: _____

Address: _____ City: _____ State: _____ Zip _____

Phone Number: (____) _____ Fax Number: (____) _____

Estimated Monthly or Projected Credit Required: _____

Terms and Conditions

All sales of goods by Clarity Glass Wholesales, LLC (which are referred to together in this application as "Clarity") to the customer submitting this form ("Customer") are subject to the terms and conditions on both sides of this application/agreement form. Please have an authorized representative of the Customer sign and date this form to confirm the Customer's agreement to these terms and conditions.

1. **Terms**. Customer may submit orders to Clarity electronically or in writing at prices quoted by Clarity. Clarity may accept or reject any order. All sales by Clarity to Customer are subject to the terms and conditions set forth on both sides of this form. A binding contract will arise only when Clarity confirms the customer's order or begins execution of the customer's order, as price quotations or other communications from Clarity do not constitute offers. No terms contained in any purchase order or other document submitted by Customer will vary or amend the provisions of this form. No Clarity employee has authority to change the terms of this agreement or to provide special discounts or rebates without specific written authorization from a corporate officer addressed to Customer.

2. **Delivery and Quantity**. Information about delivery periods is indicative and non-binding unless a written confirmation from Clarity expressly states the contrary. Partial deliveries are permitted. A variation in the quantity delivered amounting to less than 5% of the quantity ordered is acceptable as proper performance, and the Customer will pay for the amount delivered.

3. **Payment and Credit; Expenses**. Customer will pay for all goods ordered on its behalf and delivered by Clarity 30 days from the date of the invoice. Clarity may establish the credit terms for Customer, and may change those terms, create or change credit limits or cease extending credit from time to time in its sole discretion. Customer will pay all costs for: special packing, shipping or other handling requested by Customer and agreed to by Clarity, extra charges of carriers for Customer delays in unloading trucks or containers and other special costs incurred by Clarity as a result of special actions or requests by Customer.

4. **Late Payments: Consequences and Cost of Enforcement**. If the Customer fails to make a payment when due, this constitutes a fundamental breach of the contract and: (a) all amounts outstanding to Clarity will become due immediately; (b) Clarity has the right to cancel any pending orders; and (c) Customer will pay interest on all amounts outstanding to Clarity at a rate equal to the lesser of 2% per month or the highest rate permitted by applicable law, all without prejudice to any other rights Clarity may have, including any right to claim actual damages. Customer will pay all costs of collection of any amounts due to Clarity, and all costs of collection, including court costs, reasonable fees and charges of attorneys and their firms (or in-house counsel) and other expenses. Returned checks will result in a \$25.00 fee per check, per deposit.

5. **Risk of Loss**. The risk of loss of all goods purchased by Customer passes to Customer as follows: if the goods are picked up by the Customer or shipped by carrier arranged by the Customer, risk of loss passes when the goods loaded on the truck at Clarity's facility; if Clarity arranges shipping, risk of loss passes when the goods are available for unloading at Customer's location.

6. **Limits on Warranties and Damages**. Clarity warrants that the goods will be as described on the written order confirmation (or, if there is no written order confirmation, on the invoice), subject to tolerances and variations consistent with usages of the trade and with factory practices concerning dimensions, tolerances and variations consistent with practical testing and inspection methods. For certain fabricated products, Clarity may provide additional warranties on preprinted forms provided to the Customer. **THERE ARE NO OTHER WARRANTIES, EXPRESS OR**

IMPLIED; THERE ARE NO WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE AND NO WARRANTIES OF MERCHANTABILITY. No Clarity employee has authority to change Clarity's warranties without specific written authorization from a corporate officer addressed to Customer.

Clarity shall have no liability for defects, whether hidden or apparent, resulting from the improper use, installation, processing or treatment of the goods. The Customer shall be liable for any loss resulting from any failure to apply all professional standards, customary instructions and written instructions from Clarity, if any, in relation to the goods.

Clarity will not be liable for damage caused to third parties, or for consequential or indirect loss. Clarity's sole liability under warranty or contract, or on any other basis, is limited to either replacement of the product or a refund of the purchase price at Clarity's sole option; Clarity will not be liable for labor costs or for consequential damages under any circumstances. Nothing in this paragraph excludes or restricts liability for death or personal injury resulting from Clarity's negligence.

7. Deadlines for Inspection and Claims. Customer will check each delivery from Clarity, and will notify Clarity of, and will note in writing on the bill of lading any discrepancies between the delivery and the bill of lading (including breakage and wet glass), and will sign the note and have the driver sign the note, before the driver leaves Customer's premises; otherwise Clarity will not give credit for any discrepancies. Customer will inspect all goods purchased by the end of the seventh business day after the day of delivery, and in any event before Customer processes the goods. Customer will retain goods damaged in transit and defective goods for inspection by Clarity for two weeks after notifying Clarity of the damage or defect, or longer if so requested by Clarity, and will return such goods to Clarity at Clarity's request and expense. Clarity will have no liability whatsoever for any defect or non-conformity that is not notified, or if the relevant goods are not made available for inspection, in the manner required by this paragraph.

8. Purchase Money Security Interest. Customer grants to Clarity a security interest in all goods sold by Clarity to Customer, and all proceeds and products thereof, to secure payment of the price of such goods and the interest and costs of collection described in paragraph 4 above. This security interest is a purchase money security interest. Customer authorizes Clarity to file financing statements in connection with this security interest.

9. Waivers and Unforeseen Events (Force Majeure). No waiver by either party of a default will not be considered a continuing waiver, but applies only to the specific provision and specific occurrence identified in the waiver. Clarity will not be responsible for delays or other failures to perform caused by riots, wars, strikes, natural disasters, acts of God or other causes beyond Clarity's control.

10. Governing Law and Litigation. This Agreement and the business relationship between Clarity and Customer will be governed by Texas law (applied without regard to Texas' conflicts of law principles). The parties agree to the non-exclusive jurisdiction of the State and Federal courts for Harris County, Texas to hear any disputes relating to transactions between the parties, or these Terms and Conditions, without prejudice to Clarity's right to bring litigation in the courts of Customer's location.

11. Packaging and Transport Materials. When the order confirmation, delivery document or other written instruction from Clarity so indicates, packaging and transport materials remain the property of Clarity, and the Customer shall return all such materials without delay in good condition. Customer will pay upon receipt of an invoice for any materials not returned within 5 days after a

written request from Clarity.

12. **Bankruptcy.** If the Customer becomes insolvent, files a voluntary bankruptcy proceeding, or has an involuntary bankruptcy petition filed against it without obtaining discharge of that petition within 75 days, or has a receiver appointed over all or any of its assets, then Clarity will have the right to terminate all orders and contracts by notifying the Customer to that effect, without prejudice to Clarity's right to payment of the price of delivered goods and any damages Clarity might suffer.

13. **Special Services or Products.** Special services or products, such as fabrication by Clarity of glass provided by the customer, will be subject to additional terms and conditions established by Clarity for the particular operation.

14. **Miscellaneous.** Customer will pay all sales, use, excise and other taxes, and tariffs and duties, due with respect to sales by Clarity. Customer may not assign any order or contract without Clarity's written consent.

BY SIGNING THIS APPLICATION/AGREEMENT, CUSTOMER AGREES TO ALL OF THE PROVISIONS ON BOTH SIDES, AND REPRESENTS AND WARRANTS TO CLARITY THAT IT HAS CAREFULLY REVIEWED THIS ENTIRE FORM (INCLUDING THE DISCLAIMER OF WARRANTIES IN PARAGRAPH 6), THAT ALL THE INFORMATION PROVIDED BY CUSTOMER ON THIS FORM IS CORRECT AND COMPLETE AND THAT THIS AGREEMENT IS DULY AUTHORIZED BY CUSTOMER.

Signature: _____

Name and Title: _____

Date: _____

Clarity Glass Office Use Only

Credit Approved

Approved by: _____

Date: _____

Credit Limit: _____

Terms: _____

Credit Rejected

Rejected by: _____

Date: _____

Reason rejected: _____

Clarity Glass Wholesalers Sales Representative: _____