



GLASSWERKS CREDIT APPLICATION FORM

8600 RHEEM AVE., SOUTH GATE CA 90820

GLASSWERKS LA, INC. AND AFFILIATES

PHONE: 323.789.7800

FAX: 323 789.1571

GLASSWERKS TM

PHONE: 760.739.8897

FAX: 760.739.7237

FOR OFFICE USE ONLY

CUSTOMER NO:	
CREDIT LIMIT:	
TERMS:	
SALES REP:	
TERRITORY:	
APPROVED BY:	

PAYMENT METHOD OPEN ACCOUNT COD

This application is made for the sole purpose of obtaining an account with Glasswerks LA, Inc., and/or one of its affiliates, i.e., Avalon Glass & Mirror Company, Northwestern Industries-Arizona, Inc., or other affiliates (collectively referred to as "Glasswerks"). Once application is evaluated and approved, applicant will be granted the same payment terms of sale with all of Glasswerks' affiliates. Applicant acknowledges that Glasswerks is relying on the truth and accuracy of the information provided in this application and warrants that all statements in this application are complete, accurate, and truthful. Applicant further acknowledges that if this application is approved by Glasswerks, applicant and guarantor shall each be bound by the terms and conditions set forth in this application and in the Standard Terms And Conditions ("Conditions") attached hereto, all of which are incorporated by reference herein. All such Conditions shall govern each and every purchase by applicant from any of the companies referred to as "Glasswerks" and the Guaranty shall apply to all such purchases. The Conditions can also be downloaded at <http://glasswerks.com/terms-and-conditions/> by selecting "Click here to download our Terms and Conditions in a PDF format." This Application constitutes Applicant's and the undersigned Guarantor's written consent to Glasswerks obtaining business and personal consumer credit reports for evaluating the extension of credit, and the collection of debt.

PLEASE COMPLETE EACH LINE IN THE FOLLOWING SECTION:

DATE: _____

COMPANY NAME _____ PHONE _____

BILLING ADDRESS _____ CITY _____ STATE _____ ZIP _____

SHIPPING ADDRESS _____ CITY _____ STATE _____ ZIP _____

STATE LICENSE NUMBER _____ FEDERAL ID NUMBER _____

CONTACT PERSON FOR ACCOUNTS PAYABLE: _____ EMAIL ADDRESS _____

IF TAX EXEMPT, ATTACH SIGNED RESALE CERTIFICATE. NOTE, IF RESALE CERTIFICATE IS NOT PROVIDED, APPLICABLE TAX WILL BE CHARGED: ATTACHED

CORPORATION PARTNERSHIP JOINT VENTURE SOLE OWNER

DATE BUSINESS ESTABLISHED _____ CONTRACTOR'S LICENSE NO. _____

BONDING COMPANY _____ BOND # _____ EXPIRATION DATE _____

COMPLETE ONLY ONE OF THE FOLLOWING AS IT APPLIES TO THE ACCOUNT NAME ABOVE:

INDIVIDUAL OR SOLE OWNERSHIP: OWNER'S NAME _____ NUMBER OF YEARS IN BUSINESS _____

BIRTH DATE _____ SOCIAL SECURITY# _____ SPOUSE NAME _____

RESIDENT ADDRESS _____ CITY _____ STATE _____ ZIP _____

PHONE _____ HOW LONG _____ PREVIOUS ADDRESS _____
(IF LESS THAN 5 YEARS ABOVE)

PARTNERSHIP (IF MORE THAN 2, LIST ON A SEPARATE PAGE):

WRITTEN AGREEMENT NO WRITTEN AGREEMENT GENERAL LIMITED DATE STARTED: _____

PARTNER NAME _____ BIRTH DATE _____ SOCIAL SECURITY# _____

PHONE _____ HOME ADDRESS _____ CITY _____ STATE _____ ZIP _____ SPOUSE NAME _____

PARTNER NAME _____ BIRTH DATE _____ SOCIAL SECURITY# _____

PHONE _____ HOME ADDRESS _____ CITY _____ STATE _____ ZIP _____ SPOUSE NAME _____

CORPORATION:

STATE OF INCORPORATION _____ YEAR _____ CORPORATE NUMBER _____

CORPORATE ADDRESS _____ REGISTERED AGENT _____

PRESIDENT _____ % OWNED _____ HOME ADDRESS _____ RES. PHONE _____

V. PRESIDENT _____ % OWNED _____ HOME ADDRESS _____ RES. PHONE _____

SECRETARY _____ % OWNED _____ HOME ADDRESS _____ RES. PHONE _____

[LIST ADDITIONAL OWNERS ON SEPARATE PAGE] APPROXIMATE PRESENT NET WORTH OF CORPORATION \$ _____

TYPE OF BUSINESS _____ DATE ESTABLISHED _____ ANTICIPATED MONTHLY PURCHASES \$ _____

PREVIOUS BUSINESS NAME, INDUSTRY EXPERIENCE (IF ANY), ASSOCIATED OR RELATED COMPANIES (LIST) _____

HAVE YOU, OR ANY COMPANY WHICH YOU BEEN AN OWNER, FILED FOR BANKRUPTCY? YES NO

IF YES, NAME OF COMPANY _____ YEAR FILED _____ STATE FILED _____ OUTCOME _____

SIZE OF SHOP _____ NUMBER OF EMPLOYEES _____ IS BUILDING OWNED OR LEASED

TYPE OF GLASS PURCHASED _____

BANK REFERENCE _____

ADDRESS _____ CITY _____ STATE _____ ZIP _____

BANK REPRESENTATIVE _____ PHONE _____

REGULAR CHECKING SAVINGS LOAN(S)

ACCT# _____ ACCT# _____ ACCT# _____

SECURITY GIVEN TO BANK [PLEASE LIST] _____

**ATTACH A CURRENT FINANCIAL STATEMENT OR MOST RECENT TAX RETURN TO THIS APPLICATION FOR CREDIT EVALUATION PURPOSES.
ALL INFORMATION WILL BE HELD IN STRICT CONFIDENCE.**

PLEASE LIST THREE MAJOR GLASS TRADE REFERENCES. PLEASE LIST COMPLETE NAME, EMAIL & PHONE NUMBER.

NAME _____ EMAIL _____ PHONE _____

ADDRESS _____ CITY _____ STATE _____ ZIP _____

NAME _____ EMAIL _____ PHONE _____

ADDRESS _____ CITY _____ STATE _____ ZIP _____

NAME _____ EMAIL _____ PHONE _____

ADDRESS _____ CITY _____ STATE _____ ZIP _____

WARRANTIES BY APPLICANT:

I/We warrant all information to be true. I/We agree to pay my/our account in accordance with, and to otherwise be bound by, the terms and conditions in this application and the Conditions attachment hereto and on Glasswerks website. Open Account Credit Terms are due Net 30 days from date of invoice. COD terms are payable on delivery. Certain orders may require a deposit before production and payment before delivery. I/We agree to be responsible for all glass orders accepted once orders have been produced. Should I/WE fail to accept delivery or pick-up order, I/We will be responsible for payment. Finance charges of 1-1/2% per month will be assessed on all balances that are delinquent. Unless otherwise stated, all shipments are F.O.B. Glasswerks warehouse. In the event payment is not made when due, credit terms may be withdrawn or modified, at Glasswerks' option. I/WE will notify you of any claims for defective glass within 24 hours of delivery. Glasswerks liability therefor will be limited to the amount billed by Glasswerks for such products.

NAME _____ TITLE _____ DATE _____

AUTHORIZED SIGNATURE _____ BUSINESS NAME _____

PERSONAL GUARANTY:

In consideration of any credit extended to Applicant, the undersigned guarantor(s) hereby each personally guaranty the payment of all sums now or hereafter owing by Applicant to Glasswerks. Guarantor(s) waive(s) the benefit of any limitations affecting liability hereunder or the enforcement thereof to the extent permitted by law. Additional terms governing this guaranty are contained in the Conditions attached and at <http://glasswerks.com/terms-and-conditions/>. This is an absolute and continuing guaranty.

NAME _____ ADDRESS _____ CITY _____ STATE _____ ZIP _____

SIGNATURE _____ SOCIAL SECURITY NUMBER _____

NAME _____ ADDRESS _____ CITY _____ STATE _____ ZIP _____

SIGNATURE _____ SOCIAL SECURITY NUMBER _____

Please Return Via Fax to: (323) 789-7820 Attn. CREDIT DEPARTMENT



GLASSWERKS LA INC. STANDARD TERMS AND CONDITIONS

8600 RHEEM AVE., SOUTH GATE CA 90820

1. Terms and Conditions Govern. All sales by Glasswerks LA, Inc. a California corporation, and/or its divisions or subsidiaries (hereinafter alternatively referred to collectively as “Glasswerks” or “Seller” to any buyer (“Buyer”) shall be governed exclusively by these Glasswerks LA, Inc. Standard Terms and Conditions (“**This Agreement**”). The provisions of all purchase orders from Buyer, except for the quantity and description of the products, shall be deemed null and void. All sales are final. No agreement between Glasswerks and Buyer shall create a third-party beneficiary agreement. No general contractor or other third party may rely upon performance of This Agreement by Glasswerks.

2. Price. No verbal quotations shall be binding, until or unless confirmed by Glasswerks in a written quotation, confirmation, or invoice and then the provisions of This Agreement shall constitute the sole, exclusive, and entire agreement. Unless otherwise specified in writing and signed by an officer of Seller, a written price quote (“**Quote**”) is valid for a period of 90 days subject to Seller's right to withdraw the Quote if the price is affected by circumstances beyond Seller's control. The reference number on the Quote must appear on Buyer's Purchase Order to receive the quoted price. Seller will not assume the costs for items or methods not specifically indicated on the Quote. Price is subject to final review and specifications at the time of order. Yields may affect pricing at the time Buyer's order is placed and/or released for production. Energy surcharge is a variable factor adjusted quarterly and will be charged at the rate in force at the time Purchase Order is received.

3. Taxes. Prices on the products specified herein are exclusive of all taxes and other levies of taxing authorities, including, but without limitation, taxes on manufacture, sales, receipts, occupation or use. Wherever applicable as determined by Seller, such tax or taxes will be added to the purchase price as a charge to be paid by Buyer. Buyer is responsible to pay any taxes and any customs duties, fees, and tariffs. In the event Seller is required to pay any such taxes, Buyer shall immediately reimburse Seller.

4. Delivery. Delivery or shipping dates, if any, set forth in the Purchase Order are approximate only, non-binding and merely represent Seller's best estimate of the time required to make delivery or shipment. Yields and availability of some products may affect delivery dates at the time Buyer's order is placed and/or released for production. Seller's obligations hereunder may also be dependent upon Seller's ability to obtain the necessary raw materials, parts, and other components. Seller will not be liable for any loss or expense (consequential, liquidated or otherwise) incurred by Buyer or Buyer's end customers as a result of any delay in delivery for any reason other than arbitrary refusal by Seller to perform. Delivery is subject to compliance with all U.S. export rules and regulations and Buyer shall comply with the foregoing, including providing all necessary information, documents and certifications required by law. **Buyer is cautioned to make allowance for delays. SELLER shall not be liable to Buyer, nor to anyone else, for delays regardless of the cause of the delays.**

5. Inspection and Acceptance. Buyer shall inspect each order of products upon receipt thereof. If Buyer determines that a product is nonconforming or defective (a “**Rejected Product**”) (provided that such non-conformity or defect did not result from damage caused after shipment by Seller), then Buyer shall deliver written notice to Seller by the 2nd day following receipt of the product setting forth the alleged reason for the Rejected Product, date of purchase, date of receipt, and invoice number. Buyer shall return the Rejected Product at its cost to Seller. Unless Buyer provides Seller with such written notice by such 2nd day, then such products shall be deemed finally inspected and accepted by Buyer. If Seller examines such Rejected Product to its satisfaction and determines that such damage or defect exists, and was not caused by the negligence, misuse, improper storage, or other accident of Buyer or any third party, then Seller shall replace such Rejected Product or issue a credit for the sales price of such Rejected Product. Any claim of Buyer related to damage during shipping or delivery should be made directly to the carrier (unless delivery was made by Seller). Seller's invoice or shipping list delivered with the products, when signed by any employee of Buyer, shall be deemed accurate and binding on Buyer; and an acceptance of the products.

6. Payment. Unless otherwise agreed in writing by Seller, Buyer shall submit, with each Purchase Order, payment in full of the invoice price for the Purchase

Order plus anticipated shipping, sales, use, excise or similar taxes and anticipated customs duties, imposts, tariffs or other charges for such Purchase Order. All payments shall be made in U.S. Dollars. If Seller expressly agrees in writing to “net 30-day payment,” payment for products purchased hereunder shall be Net 30 days from the date of the applicable invoice. All orders are subject to approval of Seller's credit department. Seller may, at any time, require payment in advance or satisfactory security for payment of an invoice when due. Buyer will not withhold payment or the purchase price of products or any other amount payable to Glasswerks in connection with this document in the event of a dispute between Buyer and Seller.

7. Freight. Buyer shall specify the mode of delivery in Buyer's Purchase Order. Glasswerks will replace any product(s) damaged during the delivery of product(s) using Glasswerks' vehicles. Glasswerks shall not be responsible for loss, damage, or delay caused by Buyer's use of contract or common carriers. Buyer will be responsible for filing and recovering on any and all freight damage claims. Buyer is responsible for discovering concealed freight damages. Glasswerks will not be responsible for such damage. Risk of loss shall transfer to Buyer upon delivery of products to a common carrier, to Buyer's place of business, to Buyer's employees or agents, to a job site, or to any other location specified by Buyer.

8. Product Suitability. Buyer is solely responsible for determining whether a product purchased from Glasswerks is suitable for Buyer's needs or application. Glasswerks makes no warranties regarding suitability of product(s) for Buyer's needs. Glasswerks will not, by responding to requests for or otherwise providing information or opinions, assume any responsibility for the design or suitability of the Buyer's product(s) in the proposed application. Buyer will at all times be responsible for determining the suitability of Glasswerks' or Glasswerks' affiliates' information, opinions, processes, products and services for use in Buyer's own applications and for identifying and performing to the Buyer's satisfaction all quality control tests and analyses necessary to assure that the Buyer's products and services will be safe, acceptable and suitable for use under end-use conditions.

9. Default by Buyer. If Buyer fails to pay the purchase price or any other sums in full when due, or if Buyer fails to observe, keep or perform any other provision of these Terms and Conditions, Seller shall have the right to exercise any one or more of the following remedies: (a) withhold further deliveries; (b) terminate any and all contracts with Buyer upon oral or written notice; (c) recover all sums then accrued or thereafter accruing, under the Purchase Order; (d) take possession of any or all products without demand or notice, wherever same may be located, without court order or process of law, and Buyer hereby waives any or all damage occasioned by such taking of possession; and/or (e) pursue any other remedy at law or in equity (without bonding therefor), including, but not limited to, recovering loss of profit damages and all damages resulting from the condition of the products and Buyer's breach. Buyer authorizes Seller to offset against any amount which Seller owes to Buyer; any amount which Buyer owes to Seller. All amounts that are not paid when due bear interest at the rate of 1.5% per month. Buyer shall be liable for all collection costs, including reasonable attorneys' fees and costs, and costs of any collection service. All such remedies are cumulative, and may be exercised separately or concurrently.

10. WARRANTY. THERE ARE NO EXPRESS WARRANTIES EXCEPT AS SET FORTH IN THESE TERMS AND CONDITIONS AND SELLER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WITH REGARD TO PRODUCTS SOLD BY GLASSWERKS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Unless otherwise limited or extended by Glasswerks in writing, products sold by Glasswerks are warranted to be free from manufacturing defects for one (1) year from date of shipment to Buyer. The sole obligation of Glasswerks under this warranty is to repair; or at its option, replace defectively manufactured product(s) without charge to Buyer within the warranty period. No other remedies are available. **NO WARRANTY IS MADE BY GLASSWERKS WITH RESPECT TO:** (a) Defectively manufactured product(s), notice of which is not provided within the applicable warranty period; (b) Failure of the product(s) due to misapplication, lack of proper maintenance, improper installation, failure to follow technical literature or instructions, abnormal conditions of temperature, moisture or dirt, rough handling, job site/ window or glass cleaning scratching

or other abuse, glass breakage, tampering, neglect or any reason not related to defects in material or workmanship of the relevant product(s); (c) Failure due to improper design by the engineer or architect; (d) Failure due to product(s) subjected to additional fabrication (e.g. grinding, drilling, sandblasting, etc.); (e) Glass breakage of any kind. Glasswerks shall not be liable for any expenses of the Buyer incurred in an attempt to correct any allegedly defective product without first obtaining written permission from an authorized Glasswerks representative authorizing the correction(s) within cost parameters agreed between the parties. Any liability of Glasswerks to Buyer, whether arising out of or related in any way to any contract, negligence, strict tort, warranty, or otherwise, shall be limited to Glasswerks' choice of any one of the following: (a) the repair of the defective products by Glasswerks; (b) the delivery of non-defective and conforming product to BUYER or to BUYER'S customer (c) the payment by Glasswerks to Buyer of the reasonable cost of repairing or replacing the defective products, but not the cost of removing or reinstalling products; or (c) the cancellation of the contract, return of the products in question to Glasswerks, and Glasswerks' refund of the purchase price to Buyer. These remedies are exclusive; Buyer waives all other remedies.

11. LIMITATIONS ON GLASSWERKS' LIABILITY. Glasswerks shall not, under any circumstances, even if advised of the possibility of such damages, be liable to BUYER or BUYER'S customer for indirect, consequential, special, economic, incidental, or punitive damages whether the damages were foreseeable or arise out of tort, strict liability, product liability, or any other legal theory, except as precluded by law. Without limiting the generality of the preceding, Glasswerks' shall not be liable for: loss of or damage to other property; lost profits or revenue; damage to reputation; the labor and material cost of removing and reinstalling defective or nonconforming products; or damages caused by delays, back-charges, or loss of use. Glasswerks shall not be liable for damage to the products due to failure to properly care for and maintain the products. All limitations on Glasswerks' liability contained in This Agreement shall apply notwithstanding the negligence, or intentional tort of any employee, agent, or subcontractor of Glasswerks.

12. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of California. Any suit, whether arising from contract, tort, or otherwise, must be brought in the Los Angeles Superior Court, Central District, or in the Federal District Court in Los Angeles.

13. Indemnity. Buyer shall indemnify, defend and hold Seller and its affiliates, directors, officers, agents, servants, employees, successors and assigns against, and hold them harmless from any and all claims, actions, suits, procedures, costs, expenses, damages, losses and liabilities, including actual attorney's fees and costs arising out of, connected with, or resulting from any of Seller's products following their shipment (including, without limitation, the delivery, possession, use, storage, and sale of the products) or breach of these Terms and Conditions or any Purchase Order by Buyer.

14. Waiver. Waiver by Seller of any breach of any of the terms and conditions set forth herein shall not be construed as a waiver of any other breach, and the failure of Seller to exercise any right arising from any default of Buyer hereunder shall not be deemed to be a waiver of such right.

15. Force Majeure. Seller shall not be liable for any failure to perform its obligations hereunder if such failure results from any act of God, riot, war, civil unrest, flood, earthquake, delay or interruption in shipment, compliance with import and exports regulations, or other cause beyond its reasonable control.

16. Collateral Recovery. If Seller seeks to recover payment from a collateral source, pursuant to Division 4, Part 6 (Work of Improvement) of the California Civil Code (for example, against the owner of real property on a Mechanic's Lien claim), Seller shall only be required to credit against Buyer's account the net amount recovered after deducting costs and actual attorneys' fees incurred. Furthermore, in the event that Seller is unsuccessful in its attempt to recover from a collateral source, Seller's reasonable costs and reasonable attorneys' fees incurred in the unsuccessful attempt shall be added to Buyer's account. For purposes of proceeding against a collateral source, all unpaid invoices for that Work of Improvement shall be deemed immediately due and payable.

17. PERSONAL GUARANTIES. If any personal guaranty(s) has been executed as part of a Credit Application, the following constitute the terms of the Guaranty: Guarantor jointly and severally personally guarantees payment of all present and future indebtedness of Buyer to Seller including all renewals and

extensions of such indebtedness. Guarantors consent to Glasswerks obtaining personal and business consumer credit reports on them for (a) the extension of credit to Buyer; or (b) the collection of debt from Buyer and/or Guarantor(s). Guarantor waives all notices from seller and waives the right to require Seller to proceed against Buyer. Guarantors waive the benefit of any limitations affecting their liability hereunder or the enforcement thereof to the extent permitted by law. Guarantor agrees that Guarantor's personal guaranty shall not be deemed to be suspended, stayed, released, terminated or discharged by any of the following: any modification, substitution, settlement, supplement, extension of time, or compromise granted to Buyer; any change in the relationship between Guarantor and Buyer; including the sale of any or all of Guarantor's ownership interest in Buyer; the execution of new or additional guarantees by Guarantor or by others; any change whatsoever in the business relationship between Seller and Buyer; including but not limited to any change in credit terms, amount of credit, or amount of interest or service charges; any transfer of new or additional security by anyone for payment of Buyer's indebtedness to Seller; the bankruptcy of Buyer; the release or discharge of Buyer's debt to Seller; an automatic stay of proceedings against Buyer; Seller failure to exercise diligence against Buyer or against any guarantor, including Guarantor; a failure or refusal by Buyer to execute a new or updated Credit Agreement and/or personal guaranty; or Seller knowledge that Guarantor is not an officer or owner of Buyer. This is an absolute and continuing Guaranty. It shall be conclusively presumed that all sales by Seller to Buyer are made in reliance upon Guarantor's personal guaranty. Guarantors waive the benefit of any limitations affecting their liability hereunder or the enforcement thereof to the extent permitted by law. **This is an absolute and continuing guaranty.**

18. Consumer Credit Reports. Buyer consents to Glasswerks obtaining consumer or business credit reports on it for (a) the extension of credit, or (b) the collection of debt. All Guarantors of Buyer's duty to Glasswerks consent to Glasswerks obtaining personal consumer credit reports and business consumer credit reports, on them for (a) the extension of credit to Buyer; or (b) the collection of debt from Buyer and/or Guarantors.

19. Entire Agreement. These Terms and Conditions, together with any Application for Credit furnished by Seller and executed by Buyer; any Purchase Order issued by Seller; any Quotation issued by Seller; and any guaranty of Buyer's obligations to Seller constitute the entire agreement between the Seller and Buyer. These Terms and Conditions and the obligations of Buyer hereunder shall not be assigned, delegated, or transferred, by operation of law or otherwise, without the prior written consent of an officer of Seller. Seller has not made any promises or representations to induce Buyer to purchase products from Seller pursuant to This Agreement, or any other agreement, and Buyer is not relying upon any promise or representation not contained in This Agreement or any other agreement signed by Buyer, except that the products conform to the description of quantity and kind stated on Seller's invoices to Buyer. Neither seller's employees nor independent sales representatives have any authority to make any representations or warranties not contained in This Agreement. If Glasswerks changes any provisions of This Agreement and sends the new version to Buyer and any Guarantor, by email, fax or US mail, with a subject line entitled "IMPORTANT CHANGES TO YOUR AGREEMENT", the new version shall replace This Agreement, shall be deemed incorporated into Buyer's Credit Application, and shall govern all purchases made after the transmission of the revised Agreement to Buyer and any Guarantor.