



GENERAL CONSTRUCTION CUSTOMER APPLICATION AND AGREEMENT

This form is an application and an agreement by Customer to terms and conditions of establishing an account and credit ("Application") with AGC Flat Glass North America Ltd., its subsidiaries and related companies (collectively, "AGC") in respect to AGC supplying labor and materials in respect to a construction subcontract between the parties. Please fill out ALL information on both sides and read and sign the Terms and Conditions in Section 10.

CUSTOMER INFORMATION

1. **Company Name ("Customer"):** _____

Customer is: (Mark only one w/ "X") General Contractor ___ Project Owner ___

Type of Organization: (Mark only one w/ "X") Corp/LLC ___ Partnership ___ Sole Proprietorship ___; Other: (Specify) _____

Date of formation: Month/Year (MM/YY): ___ / ___ Place of formation: State: ___ Country: _____

Street Address: _____ P.O. Box (If any): _____

City: _____ State: ___ Zip Code: _____ County: _____

Primary Contact: _____ Phone: (_____) _____ - _____

Email Address: _____ Fax: (_____) _____ - _____

2. **Are You Part of Another Organization?** (Mark w/ "X") Y ___ N ___ If you marked "Y", please provide the following information:

Name of Organization: _____

Principal Business Mailing Address: _____

City: _____ State: ___ Zip Code: _____ County: _____

What is your relationship with Organization Listed Above? (e.g. division, subsidiary, partnership, JV) _____

3. **Company Owners ("Owner(s)):** Please provide the following information about the individuals who own your company.

First Name: _____ Last Name: _____ First Name: _____ Last Name: _____

Home Address _____ Home Address _____

City: _____ State: ___ Zip Code: _____ City: _____ State: ___ Zip Code: _____

Home Phone: (_____) _____ - _____ Home Phone: (_____) _____ - _____

If your company has more owners, please attach additional pages with information for the other owners.

4. **Prior Relationship:** Have you ever done business with AGC under this or any other business name? (Mark w/ "X") Y ___ N ___ If you marked "Y", please provide the following information: Name of Business: _____ City: _____ State: _____

5. **Prior Bankruptcy Filings:** Have you or a corporation owned by you ever filed bankruptcy or had any involuntary bankruptcy proceeding, receivership or like proceeding filed against you? (Mark w/ "X") Y ___ N ___ If you marked "Y", what year was bankruptcy filed? _____

6. **Balance Sheet & Income Statement:** Please attach a copy of the most recent company balance sheet and income statement.

PROJECT INFORMATION

7. **Name of Project:** _____

Project Address: _____ City: _____ State: _____ Zip Code: _____ County: _____

Which risk mitigation mechanisms are being provided? (Mark w/ "X") Performance Bond ____ Labor & Materials Bond ____ Insurance ____

If available, please attach full details of bond/insurance providers' names and address, amounts, copies of bonds, certificates of insurance, etc.

TRADE CREDIT INFORMATION

8. **Trade References ("Trade References"):** List material suppliers below. Do not list charge cards, utility companies, etc.

Accurate Fax Numbers Required

1. Company Name: _____ Fax: (_____) _____ - _____

Email Address: _____ Phone: (_____) _____ - _____

2. Company Name: _____ Fax: (_____) _____ - _____

Email Address: _____ Phone: (_____) _____ - _____

3. Company Name: _____ Fax: (_____) _____ - _____

Email Address: _____ Phone: (_____) _____ - _____

If your company has more Trade References, please attach additional pages with Trade References information.

9. **Bank References ("Bank References"):**

Bank Name: _____ Account No.: _____

Address: _____ Phone: (_____) _____ - _____

City: _____ State: _____ Zip Code: _____ Fax: (_____) _____ - _____

If your company has more Bank References, please attach additional pages with Bank References information.

10. **Terms and Conditions of Customer Account and Credit with AGC:** Customer must sign the line below these terms.

The sale of all products and services from AGC to Customer is governed by AGC's then-current General Terms and Conditions & Limited Warranty ("GTCLW") and AGC Terms and Conditions of Construction ("AGC TCC"), provided to Customer or set forth at <http://agcglassna.com> and incorporated herein by reference, which, by signature below, Customer acknowledges have been read and accepted. GTCLW and AGC TCC may be updated and/or changed without notice. Unless otherwise agreed to by AGC and Customer in writing, Customer shall pay the net invoice amount for either products sold or services provided, or both, to Customer within thirty (30) calendar days from the date of invoice. If the net invoice amount is not paid when due, such amount will, from and after the due date, bear an interest of eighteen percent (18%) per annum or the maximum annual rate of interest allowable by law, whichever is lesser. Customer hereby authorizes the Trade References and Bank References listed by Customer in connection with this Application to release Customer's credit information to AGC and AGC to request and obtain the same from those references. Customer also authorizes AGC to request and obtain credit reports from credit reporting agencies regarding Customer and the Owner/Officer, individually, signing below. If AGC uses an attorney or collection agent to collect any amounts from Customer, then Customer shall pay to AGC all related fees (including attorneys' fees), costs and expenses. The laws of Ontario, Canada shall govern this Application and all matters related to this Application, and Customer's account and line of credit with AGC. Customer agrees that proper venue for any action regarding this Application, and/or Customer's account and line of credit with AGC shall be Ontario Superior Court of Justice in Toronto, Ontario, Canada, to the exclusion of all other courts and venues. Customer authorizes AGC to offset any amounts or sums that may be owed to Customer by AGC against any sums owed by Customer pursuant to any line of credit granted to Customer. Customer acknowledges that AGC is a data contributor to credit reporting agencies, and provides credit references to vendors and related parties. Customer authorizes AGC, in AGC's sole discretion and at any time, to share Customer account and financial data with, and give references to, third parties notwithstanding any Confidentiality Agreement or NDA between Customer and AGC. Customer is an applicant for an account and credit with AGC and Customer's application may be denied by AGC for any reason at AGC's sole discretion. If Customer establishes an account or credit with AGC, such account or credit may be cancelled or modified at any time for any reason at AGC's sole discretion.

Customer acknowledges that it has read, understands, and agrees to the terms and conditions in this Application, GTCLW and AGC TCC, and that the same shall be binding on Customer, its successors and permitted assigns. Changes to these documents by Customer are effective only when agreed to in writing and signed by a duly authorized officer of AGC. Customer acknowledges that any waiver of any term contained in this Application, GTCLW or AGC TCC shall not constitute a waiver of any right for either a subsequent default of the same obligation or any other default.

I, the undersigned, hereby certify that all information provided in this Application is true and correct, and I accept these terms and conditions, including GTCLW and AGC TCC, on behalf of Customer and its related and affiliated companies, and have the authority to do so:

By _____ Print Name _____ Title _____ Date _____

(Signature of Owner or Authorized Corporate Officer)