



## RETAIL 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"). Please fill out ALL information on both sides and read and sign the Terms and Conditions in Section 10.***

1. **Company Name ("Customer"/"Purchaser"):** \_\_\_\_\_

Street Address: \_\_\_\_\_ P.O. Box (If any): \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_ Zip Code: \_\_\_\_\_ County: \_\_\_\_\_ In City Limits? (Mark w/ "X") Y \_\_\_\_ N \_\_\_\_

Primary Contact: \_\_\_\_\_ Phone: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Email Address: \_\_\_\_\_ Fax: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Preferred Method of Invoice Delivery: (Mark only one w/ "X") Email \_\_\_\_ Fax \_\_\_\_

2. **Ship-To Address:** (Complete this section only if your delivery address is different from the above address.)

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_ Zip Code: \_\_\_\_\_ County: \_\_\_\_\_ In City Limits? (Mark w/ "X") Y \_\_\_\_ N \_\_\_\_

3. **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) \_\_\_\_\_

4. **General Customer Information:** Month/Year started (MM/YY): \_\_\_\_ / \_\_\_\_

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

Briefly Describe Your Primary Business (e.g. Glazier, , etc.): \_\_\_\_\_

Have you ever done business with us 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: \_\_\_\_\_

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? \_\_\_\_\_

5. **Sales Tax Information (EXTREMELY IMPORTANT):** Are you tax exempt? (Mark w/ "X") Y \_\_\_\_ N \_\_\_\_ If you marked "Y", you must submit a completed Sales Tax Exemption Certificate with this application. Unless an appropriate exemption certificate is provided which is signed and dated where required, SALES TAX WILL BE CHARGED.

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

**This form continues on the reverse side. Please fill out both sides of Application.**

**7. 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.

**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: (_____) _____ - _____ |
| 4. 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 Service and Retail ("AGC TCSR"), 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 TCSR 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 past 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, Customer's account and line of credit with AGC, and personal guaranty (if any). Customer agrees that proper venue for any action regarding this Application, Customer's account and line of credit with AGC, and/or personal guaranty 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 upon request. 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 TCSR, 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 by AGC of any term contained in this Application, GTCLW or AGC TCSR 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 TCSR, 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)*

# PERSONAL GUARANTY

To: **AGC Flat Glass North America Ltd. and its subsidiaries, affiliates and related companies (collectively referred to herein as "AGC"):**

**FOR \$1 AND OTHER GOOD AND VALUABLE CONSIDERATION**, in hand paid, the sufficiency of which is hereby acknowledged, and in order to induce AGC to sell products and/or extend credit to Obligor (defined below), the undersigned (hereinafter referred to as "Guarantor") does hereby guaranty to AGC the prompt and unconditional payment of all and every indebtedness, liability, or

obligation of \_\_\_\_\_ located at \_\_\_\_\_  
Company Name City and State

(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 Obligor, and which is now or may hereafter become due to AGC and/or its successors, transferees or assigns from the aforesaid Obligor. Any debt of Obligor that is paid by Obligor and is subsequently refunded by AGC to any court or trustee in bankruptcy is considered as an unpaid debt of Obligor and is construed as an obligation of Guarantor hereunder. This Personal Guaranty is a continuing guaranty and shall be binding upon the Guarantor, his/her/its successors and assigns, and Guarantor waives, to the extent permitted by applicable law, any right to revoke this Personal Guaranty as to future transactions giving rise to any guaranteed obligations.

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

Guarantor promises to pay AGC, or its successors or assigns, the actual costs and expenses of any collection action or legal proceedings to collect any amount due under this Personal Guaranty, including reasonable collection and attorney's fees, which in no event shall be less than 25% of the amount collected hereunder.

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 Guarantor and does consent that AGC and its successors and assigns may proceed against Guarantor without first proceeding against Obligor or any other person, firm or corporation, and without first resorting to security interest which may be held by AGC.

This Personal Guaranty shall be construed as an absolute, unconditional, and irrevocable guaranty of payment, and not merely as surety, and every obligation or liability of the said Obligor to AGC 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 AGC 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 AGC and by any transferee from AGC or subsequent holder of any of the liabilities, obligations or commercial paper of said Obligor.

This Personal Guaranty and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Personal Guaranty and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of Ontario, Canada excluding its conflicts of law rules.

No term or provision of this Personal Guaranty may be waived, amended, supplemented or otherwise modified except in a writing signed by a duly authorized officer of AGC. If any provision of this Personal Guaranty is or becomes, at any time, and under any law, rule or regulation, unenforceable or invalid, no other provision of this Personal Guaranty shall be affected thereby, and the remaining provisions of this Personal Guaranty shall continue with the same effect as if such unenforceable or invalid provision shall not have been inserted in this Personal Guaranty.

THE UNDERSIGNED HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS PERSONAL GUARANTY OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY.

## GUARANTOR:

Name (*print*) \_\_\_\_\_  
Home Address \_\_\_\_\_  
City/State/Zip \_\_\_\_\_  
Home Phone (\_\_\_\_\_) \_\_\_\_\_

Signed \_\_\_\_\_/S/  
Guarantor's Signature

Date \_\_\_\_\_

## WITNESS:

Name (*print*) \_\_\_\_\_  
Home Address \_\_\_\_\_  
City/State/Zip \_\_\_\_\_  
Home Phone (\_\_\_\_\_) \_\_\_\_\_

Signed \_\_\_\_\_/S/  
Witness' Signature

Date \_\_\_\_\_