

**GLAZE BUILDING SUPPLY, INC.  
APPLICATION FOR CREDIT**

**TERMS & CONDITIONS OF SALE  
PERSONAL GUARANTEE**

\_\_\_\_\_, hereinafter referred to as "Company", to induce Glaze Supply Company, Inc. ("Glaze") to consider providing products and services to Company and extending credit terms to Company, hereby agrees for itself, its successors and permitted assigns, that the following terms and conditions shall apply to all sales of products (the "Products") by Glaze to Company.

1. Company is applying for credit for business purposes. Company authorizes all financial institutions and business entities of which Glaze may from time to time make inquiry to provide to Glaze such financial information as Glaze deems necessary to make credit decisions. Glaze has no obligation to extend credit to Company and may in its sole discretion suspend, terminate or reduce the limits of any extension of credit at any time and withhold shipments of Products ordered, or require cash in advance, in the event Glaze, in its sole discretion finds that Company's financial condition does not meet Glaze Supply Inc.'s credit criteria.

2. Terms are net 30 from date of invoice unless otherwise set forth in writing by Glaze. If timely payment is not made, the account shall be past due, Company agrees to be responsible for finance charges of 1.5% per month, or the maximum amount allowed by law, on all past due amounts over 30 days. In the event that the Company's account is given to an attorney for collection, Company agrees to pay any and all attorneys' fees and costs associated with post-judgment collection and lien preparation and recording fees.

3. Any waiver or non-enforcement by Glaze of a breach, default or term under this Agreement shall not be deemed a waiver of any subsequent breach or default or enforcement of such term and Glaze shall only be deemed to have given such waiver in writing executed by Glaze providing for such waiver. If any provision of this Agreement is waived by Glaze or is held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect as if such provision were not contained herein.

4. This Agreement contains the entire agreement and understanding between Glaze and Company with respect to the sale of Products by Glaze to Company (other than payment terms and delivery dates set forth in Glaze invoices), supersedes all prior agreements, commitments, representations, and discussions between Glaze and Company and is not assignable by Company without prior written consent of Glaze. No modification, amendment or addition to this Agreement will be in binding on unless such modification, amendment or addition is in writing executed by Glaze. Without limiting the foregoing, the terms hereof shall not be modified, amended or added to by the terms of any purchase order or similar document submitted by Company to Glaze and the terms hereof shall control notwithstanding the terms of any such documents and shipments by Glaze. The terms hereof shall not be altered or interpreted by reference to any course of dealing between Glaze and Company or industry practice.

6. Company agrees to examine all invoices and statements, promptly upon receipt and to notify Glaze immediately at any failure of delivery, shortage, discrepancy or error and further agrees that such invoice or statement shall be presumed correct unless Company shall notify Glaze in writing of such failure of delivery, shortage, discrepancy or error within thirty days of Company's receipt of such Invoice or statement, which shall be presumed to have been received on or before the fifteenth day of the month succeeding purchase. Use of material by Company shall constitute a waiver of any error in shipment or defect in material which might have been determined by a prompt and diligent inspection thereof.

7. Company shall have (7) calendar days from the date of delivery to reject Products as nonconforming. Such rejection must be in writing received by Glaze within such (7) calendar days, and specify Products rejected and the specific nonconformity asserted. The subject Products must then be received by Glaze within ten (10) calendar days from the initial Glaze delivery. All Products not so rejected shall conclusively be deemed to have been accepted. In order to effect such rejection, the Products returned must be accompanied by the original invoice or other proof of purchase by Company. Physical acceptance by Glaze of Products returned by Company shall in no way be deemed to be an agreement by Glaze of any claim by Company of nonconformity. Glaze shall have a reasonable time after receipt of proper notice of rejection of nonconformity Products or of revocation of acceptance of nonconformity

Products to repair or replace the Products or refund the purchase price, with the remedy to be selected by Glaze in its sole discretion. If Company otherwise has an outstanding balance, the refund shall be in the form of a credit to Company's account. Any action by Company instituted against Glaze arising from Products sold must be commenced within on (1) year from the date of delivery of the subject Products.

8. Company is responsible for determining the Products it chooses to purchase and for what purpose those Products will be used and Company will not be relying on the skill or judgment of Glaze to select or furnish Products suitable for any particular purpose. Glaze MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF FITNESS OR SUITABILITY FOR ANY PURPOSE, AND/OR THE MERCHANTABILITY OF ANY PRODUCTS. Company agrees that its sole and exclusive remedy against Glaze for defective or nonconforming Products shall be repair or replacement of such Products, or refund of purchase price, with the remedy to be selected by Glaze in its sole discretion. Company hereby waives all other remedies and in no event shall Glaze be liable for any negligence or general, incidental, special, consequential or other damages suffered by Company or any other party for lost profit, sales, labor, injury to person or property or any other loss. Glaze may deliver certain third-party manufactures warranties to Company, but shall have no liability under such warranties.

9. Company agrees that all transactions with Glaze shall be governed by the laws of the State of Georgia without regard to its conflict of law provisions. Company further agrees that exclusive venue for any action pertaining to transactions between the Company and Glaze shall be the Superior Court of Whitfield County, Georgia or the United States District Court for the Northern District of Georgia, Rome Division, as the case may be, and I/we hereby waive all personal jurisdiction defenses with respect to said venue.

10. The undersigned unconditionally personally guarantees the timely payment of all amounts due from Company to Glaze and agrees to be jointly and severally liable with the Company to Glaze for any debt owed by the Company. The undersigned agrees to pay reasonable attorney's fees equal to 15% of the outstanding principal and interest owned by the Company in the event that the Company's account is placed with any attorney for collection. This personal guarantee may only be revoked in writing sent by certified mail to Glaze Said revocation shall not be effective as to any balance owned prior to receipt of said revocation. The undersigned hereby expressly waives notice of acceptance of this instrument, notice of any default, non-payment, partial payment, presentment, protest, demand and any other all notices whatsoever.

11. The undersigned waive (s) sufficient homestead exemption to cover the debt and/or collateral herein and further waives any other exemptions which the undersigned may be entitled to by virtue of the constitution of laws of Georgia or the United States of America.

GUARANTOR:

NAME: \_\_\_\_\_

Witness: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

Dated: \_\_\_\_\_

TITLE: \_\_\_\_\_

GUARANTOR:

NAME: \_\_\_\_\_

Witness: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

Dated: \_\_\_\_\_

TITLE: \_\_\_\_\_