

Commercial Credit Application

Please complete all required (*) fields. Return signed to credit@interglassusa.com.

Company Information

Company / DBA *

Legal name (if different)

Website

Billing address *

PO Box

City

State

ZIP

Country

Ship-to / physical address

City

State

ZIP

Country

Phone *

Fax

Email *

Business Details

Credit amount requested (\$)

Year started

FEIN *

D&B Number

Type of organization *

Corporation

LLC

Partnership

Sole Proprietorship

Other

Business History

Have you, any officer, any owner, or any corporation owned by you, ever filed bankruptcy, or had any involuntary bankruptcy proceeding, receivership, or similar proceeding filed against you? *

Yes

No

If Yes — Year of filing

If Yes — Entity name on filing

Has the applicant ever operated under a different business name?

Yes

No

If Yes — Other business name(s) and approximate years used

Sales Tax

Is your organization tax exempt?

Yes

No

Not applicable (outside USA)

If Yes, please submit a Tax Exemption Certificate for deliveries in Florida, Georgia, or Texas.

Acceptance of Terms and Agreement

By completing the above form and executing same, I/we the undersigned, jointly and severally hereby accept the Terms of Account and the personal guaranty stated herein. Additionally, I/we agree in consideration of extending credit to the above-named applicant(s), I/we do hereby grant, jointly and individually agree to pay for all goods and merchandise supplied to me, or to any of us, to the above business. In the event that an account is placed with a third party for collection, I/we agree to pay all costs, including reasonable attorney fees, court costs, and finance charges.

I/we authorize Interglass Corporation to obtain — at any time, both for the initial credit decision and on an ongoing basis for the administration of any credit extended — any information it deems necessary from the sources or references listed on this Application and from any credit bureau, creditor, trade reference, bank, or other financial institution. I/we further authorize each such source, reference, credit bureau, creditor, bank, and financial institution to release whatever information Interglass Corporation requests. I/we agree to notify Interglass Corporation in writing within five (5) business days of any change in ownership, legal name, business form, mailing address, or material adverse change in financial condition. This authorization shall remain in force until Interglass Corporation receives and acknowledges a written notice of revocation in writing.

Terms of Sale

Terms of Sale. Refer to our Terms and Conditions document on our website (www.interglassusa.com).

Payment Terms. Net 30 days after invoice date. If any invoice is not paid in full on or before its due date, Applicant agrees to pay interest on the unpaid delinquent balance at the rate of one and one-half percent (1.5%) per month — an annual percentage rate of eighteen percent (18%) — or the maximum rate permitted by law, whichever is less. Interest accrues daily from the invoice due date until paid in full.

Payment Methods. Company Checks, Personal Checks (with copy of ID), Credit Cards (Visa, MasterCard, Amex, Discover), Debit Cards, ACH, Wire Transfer, E-Checks, Zelle, and Cash (only accepted at our front desk in Miami, FL).

Returned Checks. Checks returned unpaid by Applicant's bank — for any reason — will be redeposited once before being returned to Interglass. Each returned check is subject to a service charge of forty dollars (\$40.00) or the maximum amount permitted by applicable law, whichever is greater. After any returned check, Interglass may, at its sole discretion, require future payments to be made by certified funds, ACH, or wire transfer.

Sales & Use Tax. If Interglass is required to pay any sales, use, transaction-privilege, or similar tax to any governmental authority in connection with a sale of goods to Applicant — including any such tax later assessed on a sale originally treated as exempt — Applicant shall, upon written demand, reimburse and indemnify Interglass for the full amount of such tax, together with any penalties, interest, and reasonable attorneys' fees and costs incurred by Interglass in connection with such tax.

Invoice Disputes. All invoices shall be deemed correct and accepted by Applicant unless disputed in writing — sent to credit@interglassusa.com — within twenty (20) days after Applicant's initial receipt of the invoice. Failure to timely dispute an invoice constitutes Applicant's agreement to the correctness of the invoice and acceptance of the materials covered by it. Payment to Interglass is due strictly per the invoice terms and is not contingent upon Applicant's receipt of payment or approval from any third party.

Events Causing a Default Under This Agreement

The following events are each an "Event of Default" under this Agreement:

- (a) The failure to make payment of the Principal Sum or Interest when due and payable;
- (b) The commencement of any action for the dissolution or liquidation of Company, or the commencement of any case or proceeding for reorganization or liquidation of Company's debts under the United States Bankruptcy Code (11 U.S.C. § 101 et seq.), as amended, or any other state or federal law, now or hereafter enacted for the relief of debtors, whether instituted by or against Maker;
- (c) The appointment of a receiver, liquidator, custodian, trustee or similar official or fiduciary for Company or for any property of Company;
- (d) The failure of Company to perform or observe, or cause to be performed or observed, any other term, obligation, covenant, condition or agreement contained in this Agreement;
- (e) The death of any of the owners of the Company or the Personal Guarantor under this Agreement;
- (f) The filing of any Petition for Bankruptcy by any obligor under this Agreement;

- (g) The making of an assignment for the benefit of creditors by any obligor under this Agreement;
- (h) The taking of any material part of the property of any obligor by any governmental authority;
- (i) The dissolution, merger, consolidation or reorganization of any obligor; or
- (j) The Holder in its sole but reasonable discretion deems itself insecure.

IF AT ANY TIME YOU ARE IN DEFAULT OF THIS AGREEMENT, THE ENTIRE UNPAID PRINCIPAL BALANCE SHALL IMMEDIATELY BECOME DUE AND PAYABLE WITHOUT NOTICE OR DEMAND. WHILE IN DEFAULT, THIS NOTE SHALL BEAR INTEREST AT THE MAXIMUM RATE PERMITTED BY LAW.

The undersigned, jointly and severally, promise and agree to pay in the event of default all costs and expenses incurred for the collection of all sums due, including attorney's fees equal to an amount charged the holder of this Note, or such larger amount as may be reasonable and just, and also those costs, expenses and attorney's fees incurred in any appellate proceeding. Additionally, all OPEN ACCOUNT PURCHASES ARE SUBJECT TO APPROVAL BY OUR CREDIT DEPARTMENT.

Lender's Right. At any time following the occurrence of an Event of Default, Interglass may, in its sole discretion and without having to give notice, declare Company/Obligor in default under this Agreement and declare the outstanding Principal Sum and accrued Interest immediately due and payable. Interglass may also, in its discretion, exercise all other rights, options and remedies granted or available to it under this Agreement or otherwise available at law or in equity, including, without limitation, the right to collect all unpaid obligations, liabilities and indebtedness of Company arising under this Agreement.

Commercial Warranty

REFER TO OUR FULL WARRANTY DOCUMENT ON OUR WEBSITE.

WE WARRANT TO THE ORIGINAL COMMERCIAL BUYER ONLY THAT OUR PRODUCTS WILL MEET OUR STANDARD SPECIFICATIONS. WE MAKE NO OTHER EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY OF ANY KIND REGARDING THE PRODUCTS, WHETHER AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, OR ANY OTHER MATTER. IN PARTICULAR, WE ASSUME NO RESPONSIBILITY FOR GLASS BREAKAGE, IMPROPER USAGE, FAILURE OF PRODUCTS ON ACCOUNT OF FAULTY INSTALLATION OR BUILDING CONSTRUCTION OR DESIGN, IMPROPER HANDLING, OR FAILURE TO FOLLOW OUR INSTRUCTIONS REGARDING THE PRODUCTS.

IN NO EVENT SHALL INTERGLASS BE LIABLE FOR COSTS INCURRED IN THE REMOVAL OF FAILED OR DEFECTIVE UNITS, THE INSTALLATION OF REPLACEMENT PRODUCTS, OR FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES INCURRED AS NON-PERSONAL INJURY LOSSES.

OUR WARRANTY ON THE PRODUCTS SHALL EXTEND FOR A PERIOD OF ONE (1) YEAR AFTER THE DATE OF INVOICE. IN THE EVENT THAT A PRODUCT FAILS TO CONFORM TO THE WARRANTY STATED ABOVE, WE WILL, AT OUR OPTION, FURNISH THE PURCHASER WITH ANOTHER PRODUCT, EXW OUR PLANT, OR REFUND THE CURRENT PURCHASE PRICE OF THE PRODUCT. IF WE ELECT TO SUPPLY ANOTHER PRODUCT, THE WARRANTY ON SAID PRODUCT WILL EXTEND FOR THE BALANCE OF THE ORIGINAL ONE-YEAR PERIOD. WE WILL BEAR NO OTHER EXPENSE, SUCH AS LABOR COSTS, OF ANY KIND. THE PURCHASER'S EXCLUSIVE REMEDY, IN LIEU OF ALL INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES — INCLUDING, TO THE EXTENT ALLOWED BY LAW, ANY CASE OF NEGLIGENCE — IS LIMITED TO A REFUND OR THE FURNISHING OF ANOTHER PRODUCT AS HERETOFORE DESCRIBED.

Miscellaneous Provisions

Writing Required. No modification or waiver of any provision of this Agreement, and no consent to any departure, shall be effective with respect to any course of dealing between the parties unless the modification or waiver is in a writing executed by all parties.

Modification by Notice. Notwithstanding the preceding paragraph, Interglass may modify or amend the terms of this Agreement — other than the Personal Guaranty — at any time upon thirty (30) days' written notice to Applicant. Notice may be provided on an invoice, by email to the Accounts Payable contact on file, by posting the updated terms on Interglass's website, or by any other reasonable means. Continued purchases by Applicant after the effective date of any such modification constitute Applicant's acceptance of the modified terms.

Credit Reporting. Applicant acknowledges and agrees that Interglass may report its credit experience with Applicant — including payment history, account balances, credit limit, and any default or write-off — to any credit reporting agency, including but not limited to Dun & Bradstreet, Experian, and Equifax. Interglass will use commercially reasonable efforts to ensure accurate reporting and will work in good faith with Applicant to correct any inaccuracies. Applicant's sole remedy in the event of incorrect information reported by Interglass is to request, in writing, that Interglass submit corrected information to the

applicable reporting agency.

Right of Setoff. At any time and without prior notice, Interglass may set off any amounts payable by Applicant (or by any affiliate of Applicant) to Interglass against any amounts Interglass may owe to Applicant — including without limitation rebates, credits, refunds, or amounts payable under any other contract, purchase order, or arrangement between the parties or their affiliates.

Corporate Authority. Applicant warrants that it has full corporate, partnership, limited-liability-company, or other authority to enter into this Agreement, and that the individual signing this Agreement is duly authorized to do so on Applicant's behalf. Applicant acknowledges that Interglass is extending credit in reliance upon the creditworthiness and financial ability of Applicant's owner(s) as well as the legal identity of Applicant; accordingly, each owner of Applicant agrees, jointly and severally, to be personally responsible for all indebtedness of Applicant to Interglass arising under this Agreement — in addition to, and not in lieu of, any liability arising under the separate Personal Guaranty executed herewith.

Severability. Any provision contained in this Agreement that is prohibited or unenforceable in any respect in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

Survival of Terms. All covenants, agreements, representations and warranties made in this Agreement shall continue in full force and effect so long as this Agreement or any other obligation under this Agreement remains outstanding and unpaid.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without giving effect to any choice or conflict-of-law provision or rule.

Submission to Jurisdiction. The parties irrevocably consent to and confer personal jurisdiction on the courts of the State of Florida, or the United States courts located within the State of Florida in the County of Miami-Dade, and expressly waive any objection as to venue in any of such courts.

WAIVER OF TRIAL BY JURY. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS. THE PARTIES HEREBY ACKNOWLEDGE THAT THIS WAIVER OF JURY TRIAL IS A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS TRANSACTION.

Authorized Officer Signature

This form must be completed and executed by an authorized officer of the applicant company. By signing below, the officer certifies that all information provided is true and accurate, and acknowledges and accepts every term set forth above.

Print name

Officer title

Signature (must be drawn — use your PDF reader's Fill & Sign tool, Draw option)

Date

x Sign here

******* PERSONAL GUARANTY *******

IMPORTANT — READ BEFORE SIGNING. By signing this Personal Guaranty, you are personally and individually responsible for all amounts the Company owes to Interglass — even if the Company cannot pay. This is a significant legal commitment that may affect your personal credit and personal assets. Please read carefully and consult an attorney if you have questions.

To: Interglass Corp.

FOR \$1.00 AND OTHER GOOD AND VALUABLE CONSIDERATION, in hand paid, the sufficiency of which is hereby acknowledged, the undersigned ("Guarantor") does hereby guarantee to you the prompt and unconditional payment of all and every indebtedness, liability, or obligation of the Company identified below ("Obligor"), whether such indebtedness is or has been extended on open account or by acceptance of notes or other evidence of indebtedness of the Obligor, and which is now or may hereafter become due to you and/or your successors, transferees or assigns from the aforesaid Obligor. Any debt of the Obligor that is paid by the Obligor and is subsequently refunded by Interglass to any court or trustee in bankruptcy is considered an unpaid debt of the Obligor and is construed as an obligation of the Guarantor hereunder.

Guarantor understands and agrees that Guarantor's personal credit may be used in making credit decisions on the extension of credit to Applicant, and that consumer reports and other inquiries regarding Guarantor's credit may be obtained from time to time by Interglass or any assignee in connection with the credit extended hereunder.

Company name (Obligor)

Address

City

State

Country

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

The Guarantor promises to pay Interglass or its successors or assigns the actual costs and expenses of collection action or legal proceedings to collect any amount due under this Personal Guaranty, including reasonable collection or attorney's fees and costs at trial and appellate levels.

The Guarantor hereby waives any and all notice of acceptance of this Personal Guaranty and waives protest, presentment, demand for payment, notice of default or nonpayment, and notice of dishonor to or upon the Guarantor, and consents that you may proceed against the Guarantor without first proceeding against the Obligor or any other person, firm or corporation, and without first resorting to any security interest which may be held by you.

This Personal Guaranty shall be construed as an absolute and unconditional guaranty of payment, and every obligation or liability of the Obligor to Interglass herein described shall conclusively be presumed to have been created, contracted or incurred in reliance upon this Personal Guaranty, and all dealings between the Obligor and Interglass shall likewise be presumed to be in reliance upon this Personal Guaranty. This Personal Guaranty shall, without further reference, pass to and may be relied upon and enforced by any successor or assignee of Interglass and by any transferee from Interglass or subsequent holder of any of the liabilities, obligations or commercial paper of the Obligor.

No modification or waiver of any provision of this Guaranty, and no consent to any departure, shall be effective with respect to any course of dealing between the parties unless the modification or waiver is in a writing executed by all parties. Any provision contained in this Guaranty that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof. All covenants, agreements, representations and warranties made in this Guaranty shall continue in full force and effect so long as this Guaranty or any other obligation under it remains outstanding and unpaid.

This Guaranty shall be governed by and construed in accordance with the laws of the State of Florida, without giving effect to any choice or conflict-of-law provision or rule. The parties irrevocably consent to and confer personal jurisdiction on the courts of the State of Florida, or the United States courts located within the State of Florida in the County of Miami-Dade, and expressly waive any objection as to venue in any of such courts.

THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS GUARANTY AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS. THE PARTIES HEREBY ACKNOWLEDGE THAT THIS WAIVER OF JURY TRIAL IS A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS TRANSACTION.

[X] I have read, understand, and accept that I am personally liable for the Company's debts to Interglass under this Personal Guaranty. I am signing voluntarily.

Guarantor — Print name

Mobile phone

Home address

City

State

ZIP

Signature (must be drawn — use your PDF reader's Fill & Sign tool, Draw option)

Date

× Sign here