

**Terms and Conditions
Of Credit For New Customers**

Clearview Industries Ltd.
45 Fenmar Drive, Toronto, Ontario M9L 1M1
Tel: (416) 745-6666 Fax: (416) 745-3711

The Clearview Industries Ltd. Vision

- A message from Tom Marsala, General Manager

At Our Best - Clearview Industries Ltd. are people who care about customers and care for each other. We are passionate about quality and take pride in each person making a positive difference. We strive for excellence and try to settle for nothing less. To maintain our market position, we must continually discover and satisfy the needs and wants of our customers. We want our customers doing business with us because they want to, not because they have to. Being the customer's choice is the true test of worth in a competitive marketplace.

At Clearview Industries Ltd., we believe that success is a shared and interactive responsibility. We treat every customer - regardless of earning potential - equally.

Our lives are made up of a series of agreements and contracts and we would like to have an agreement with you regarding the terms and conditions with which we provide you with goods and services. Our commitment is to provide you with the best quality goods/ services at fair prices on time. Our ability to continue to supply you in this way is based on this partnership. Your commitment to us should be if we do our part, you will do yours in processing our invoices in a timely manner or if we have made a mistake, let us know as soon as you find out.

Approximately, 80% of our customers meet their commitments to us, we ask you to do the same or if there is some reason you cannot, let us know.

Again, because we want to structure our relationship based on the creation of a partnership we would ask you to read the following Terms and Conditions found in our Credit Agreement and send an acknowledgement by return fax or email. If there are Conditions that are impossible or difficult to fulfil, please call Sandra Di Pede in our Credit Department to discuss.

Thank you for choosing Clearview Industries Ltd. We are looking forward to a mutually beneficial relationship.

Tom Marsala
General Manager

**CLEARVIEW
Industries LTD.**

Confidential Credit
Application and Agreement

Thank you for your decision to open credit facilities with us. This Credit Application/Agreement to Clearview Industries Ltd. terms and conditions must be fully completed, signed and returned before your credit request can be considered. This agreement governs all sales to you of Clearview Industries Ltd. services on terms and conditions set forth by Clearview Industries Ltd. or which may be established as policy from time to time. Sales representatives or agents of Clearview Industries Ltd. are not authorized to amend or change the terms of sale or other terms and conditions of this agreement.

General Business Details

Legal name of business _____ Telephone _____

Trade name/style _____ Fax # _____

Address _____ City _____ Province _____

Email address of contact person: _____

Postal Code _____ How long at this address _____ Is location owned/rented? _____ Landlord _____

Mailing address (if different from above) _____ City _____ Province _____ Postal Code _____

What line of business are you in? _____ Number of years in business _____

Legal form of business: Proprietorship Partnership Corporation

Ownership Details

Principal owner/shareholder _____ Home Address _____ Title _____

Previous employment if in business less than two years _____

Other officers _____ Home Address _____ Title _____

Name of contact person responsible for (credit grantor) _____ Title _____

Are any of the owners/officers now or in the past 7 years in bankruptcy proceedings? If so, please provide details and date:

Credit Information

Annual sales volume \$ _____ No. of employees _____ Net worth of company \$ _____ Credit line desired _____

Name of bank and branch _____ Are assets pledged? Please complete release form

Major Trade References

Name of supplier _____ Address _____

Name of supplier _____ Address _____

Name of supplier _____ Address _____

The applicant consents to the obtaining of credit and/ or personal information as may be required in connection with the credit line hereby applied for or renewal or extension thereof and to the disclosure of any trade information concerning the applicant to any credit reporting agency or to any person with whom the applicant has or proposes to have financial relations. *Customer agrees to settle invoices within 30 days of invoice date.* Terms of sale are net 30 days. Goods received remain the property of Clearview Industries Ltd. until paid for in full. Customer agrees to notify Clearview Industries Ltd. Credit Department of any material changes in company ownership. Please refer to other side of agreement for term and conditions of credit privileges.

Authorized Signature

Title

Date

Clearview Industries Ltd. General Policies

This is an Application and Agreement for credit and shall apply to any and all credit extended by Clearview Industries Ltd. The credit applicant understands and agrees to the following terms and conditions of sale:

1. Our invoices are generated daily and are due 30 days from invoice date. Sales Representatives are not authorised to change or adjust credit terms without written authorisation of the Accounting Manager. In the event of a defaulted payment, the customer agrees to pay by certified cheque, Bank Draft or credit card payment. In some circumstances, we may remind you of invoices falling due and their due dates. When accounts become delinquent, orders are placed on hold. This does not mean orders will not go out, it simply means that Credit Staff, who may in turn call to learn status of payment, will manually approve your order. If your account becomes two payments past due, the standard interest rate of 2% per month (24% per annum), as shown on our Credit Application and Agreement, will become 5% and remain in effect until your account has gone six consecutive months without being in arrears.
2. Unless there is a known dispute or adjustment, at three periods overdue, an account may be placed with our lawyers or action taken in Court, depending on the overdue amount.
3. *Payments:* First time dealings and unapproved account applications are on cash, major credit card (MasterCard, Visa) or certified cheque basis. Company cheques are accepted upon verification. A 2% discount will be provided on cash transactions/Debit Transactions only.
4. NSF Cheques and/or Stop Payments on cheques will be subject to a \$ 25.00 charge.
5. *Orders:* Orders should be placed by fax, with clear reference to a purchase order number, details pertaining to the order and the date product(s) are required.
6. *Cancellation of Orders:* Orders may be cancelled at no charge to the customer provided no work has commenced. If work has been processed, customer will be charged for labour and material at time of cancellation.
7. *Custom Goods:* A deposit of 50% is required on all custom orders. All net 30 accounts must submit a written purchase order and sign back an order confirmation before custom goods are processed.
8. *Completed Orders:* Customers will be notified that their order is ready. Clearview asks that customers pick up orders within two weeks or notification. Orders not picked up within reasonable time will be invoiced and storage costs of 5% will be added to the invoice.
9. *Pick-Up:* Times for pick up are between 7:30 am –4:30 pm Monday through Friday. Drivers must pick up packing slips from the front office before proceeding to the shipping department. Products should be thoroughly inspected as a signed delivery receipt signifies your acceptance of the product and exempts Clearview from any further claims relative to shortages and or damaged products.
10. *Returns:* All damages, shortages and errors to shipment must be reported within 10 days of receipt of our product. No credit will be granted for goods returned in a damaged condition. We encourage customers to examine goods upon arrival and call customer service immediately if there is a problem. Goods may not be returned without prior authorisation of a Customer Service Representative at Clearview Industries. Customised goods authorised for return may be subject to a restocking fee.
11. *Warranty:* Clearview Industries Ltd. Warrant to the original dealer that products supplied will be free of manufacturing defects for a period of one year from the date of manufacture. Insulating glass units carry a five-year warranty, provided units/doors are installed in accordance with IGMA installation instructions. Oversize patio door glass will void all warranties (Maximums: width 50", height 98"). Clearview Industries Ltd does not warrant the installation of products.

Clearview Industries Ltd. General Policies (con't)

12. *Taxes:* Purchaser shall pay applicable taxes. Exemption certificates must be current and in the possession of our accounting department at the time of placing orders.

13. Failure to comply with these Terms and Conditions may result in cancellation of credit privileges without notice. In the event of any default, Clearview Industries may (a) close the account and/or (b) accelerate payment of the full balance.

14. Upon credit approval, copies of Incorporation Documents must be returned to Clearview Industries along with a signed copy of the Credit approval letter.

15. Goods received remain the property of Clearview Industries Ltd. until paid for in full. Clearview reserves the right to enter upon the premises to which the goods have been delivered to, to retrieve the said goods upon any breach and/or default of Clearview's standard policy

16. These goods are not refundable without our permission. Any deduction taken on this invoice without written permission will be charged back and aged accordingly. All damages, shortages and errors to shipment must be reported within 10 days of receipt of our product. No credit will be granted for goods returned in a damaged condition. We encourage customers to examine goods upon arrival and call customer service immediately if there is a problem. Goods may not be returned without prior authorization of a Customer Service Representative at Clearview Industries.

Customized goods authorized for return may be subject to a restocking fee.

17. Interest charges to aged accounts- Any outstanding balances, and/ or short payments not paid when due as agreed will accrue interest charges of 2% per month (24% per year) from the due date until paid in full. Seller should be entitled to payment of reasonable attorney fee incurred in collection of any and all delinquent accounts of buyer or necessitated by buyer's breach of contract.

The information given in this Application and Agreement is warranted to be true and correct and given for the purpose of obtaining credit.

We would appreciate acknowledgement of receipt and understanding of these terms and conditions.

I have read and agree to these terms and conditions.

Date

Authorized Signature