



VITRUM INDUSTRIES LTD.  
VITRUM HOLDINGS LTD.

VITRUM GLASS LTD.  
VITRUM GLASS HOLDINGS LTD.

9739 201 STREET  
LANGLEY, BC V1M 3E7  
CANADA

6-4315 61 AVE SE  
CALGARY, AB T2Z 1Z6  
CANADA

TEL 604 882 3513  
FAX 604 882 3516  
TF 888 391 1166

TEL 403 984 6573  
FAX 403 984 6576  
TF 888 391 1166

**APPLICATION FOR CREDIT PRIVILEGES**

**Section A - COMPANY INFORMATION**

Legal Name				Year Started	
Trade Name				DUNS #	
Tel. No.		Fax No.		Cell No.	
Billing Address:			City	Prov/State	Postal/ZIP
Shipping Address:			City	Prov/State	Postal/ZIP
			Country		

**Section B - HEAD OFFICE INFORMATION (IF APPLICABLE)**

Legal Name				Year Started	
Trade Name				DUNS #	
Tel. No.		Fax No.		Cell No.	
Billing Address:			City	Prov/State	Postal/ZIP
Shipping Address:			City	Prov/State	Postal/ZIP
			Country		

**Section C - GENERAL INFORMATION**

Type of Business				
Government	Corporation	Partnership	Limited Company	Proprietorship
Officer/Owner(1)		Title		
		Email		
Officer/Owner(2)		Title		
		Email		
Officer/Owner(3)		Title		
		Email		
Accounts Payable Contact		Title		
		Email		
Authorized Purchaser		Title		
		Email		
Affiliated Companies		Website		

**Section D - PURCHASING INFORMATION**

Projected Annual Purchases	Email address for delivery of invoices:
Would you like an order confirmation sent? (check one)	Email
No      Yes, by email      Yes, by fax	Fax



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**Section E - BANKING REFERENCE**

Bank	Contact	Tel. No.	Fax No.
Email	Account #	Branch/Transit:	Fed Tax ID#: (if applicable)
Address	City	Prov/State	Postal/ZIP Code

**IMPORTANT:** If doing business with more than one (1) bank, please submit and provide this information on a separate sheet and attach to this credit application.

**Section F - TRADE REFERENCE (minimum 3)**

Trade (1)	Account #	Tel. No.	Fax No.
Address	City	Prov/State	Postal/ZIP Code

Trade (2)	Account #	Tel. No.	Fax No.
Address	City	Prov/State	Postal/ZIP Code

Trade (3)	Account #	Tel. No.	Fax No.
Address	City	Prov/State	Postal/ZIP Code

Trade (4)	Account #	Tel. No.	Fax No.
Address	City	Prov/State	Postal/ZIP Code

**Section G - TERMS OF SALE & AUTHORIZATION TO RELEASE CONFIDENTIAL FINANCIAL INFORMATION**

Terms as agreed are due 30 days from invoice date. The customer agrees to pay service charge from the date the account becomes due at the rate of 2% per month compounded monthly (26.8% per annum) subject to change on notification from Vitrum Industries Ltd. and/or Vitrum Glass Ltd. ("Vitrum"). Every transaction referred to in any notice, statement, confirmation shall be deemed authorized and correct unless Vitrum receives from the undersigned written notice to the contrary within 15 days from receipt of such. I understand that Vitrum will not accept responsibility for any back charges. Account privileges may be suspended without notice should the account become overdue, in whole or in part. The customer agrees to pay all costs of collection including legal fees connected with this account should such action be deemed necessary due to non-payment. This contract is deemed to be made in the Township of Langley and any breach of contract may, at the election of Vitrum, be litigated in any competent court in Surrey, BC. This contract hereby authorizes Vitrum to obtain such credit reports or other information as may be deemed necessary in connection with the establishment or maintenance of a credit account or for any other direct business requirement, and to respond to the direct inquiries from any other lender or credit bureau. This consent is given in pursuant to Section 107 of the Business Practices and Consumer Protection Act, S.B.C. 2004.

Name	Signature	Date
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I hereby authorize release of all banking and credit information to Vitrum Industries Ltd. and/or Vitrum Glass Ltd., for the purpose of extending credit privileges. This form may be reproduced or photocopied, and a faxed or email copy shall be as valid authorization as the original which I have signed.

Name	Signature	Date
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**Section H - CO-COVENANT AGREEMENT**

In consideration of Vitrum Industries Ltd. and/or Vitrum Glass Ltd. extending credit to the above named business, the undersigned guarantors each personally guarantee the payment of all sums owing by the Applicant to Vitrum Industries Ltd. and/or Vitrum Glass Ltd from time to time, including all reasonable attorney fees and/or costs incurred in connection with this debt.

Name (1)	Signature	Date
----------	-----------	------

Home Address

Name (2)	Signature	Date
----------	-----------	------

Home Address



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## TERMS & CONDITIONS

### 1. QUOTING

- 1.1 All quoted prices are based on the information you have provided us at the time of quoting. Any changes that affect lead times, cutting yields, project performance dates, project volumes, etc., may require a price adjustment.
- 1.2 Final shape charges will be determined upon receipt of details supplied at time of ordering.
- 1.3 Vitrum will guarantee quotations for 30 days unless otherwise specified.
- 1.4 Delivery and crating are extra unless indicated on the quote.
- 1.5 Number of included releases and the cost per additional release are as indicated on the quote. Releases exceeding the number included on the quote will result in additional costs.
- 1.6 Minimum invoice charge is \$50.00. All products have a 4 square foot minimum.

### 2. BOOKING AND ORDERING

- 2.1 A booking order must be signed before Vitrum can order any raw materials.
- 2.2 All non-stock raw materials will be pre-ordered based on the volumes indicated on the booking order. Any change in product type or volumes will result in a charge back to the customer.
- 2.3 Purchase orders must be placed for all glass releases. The purchase order must include reference to the booking order number or the project name.
- 2.4 Confirmation will be sent for each purchase order. Review the delivery date to ensure the site will be ready to receive the order on that date. Orders held at shipping may incur additional charges.

### 3. PRICING

- 3.1 Pricing is valid for the performance date indicated. Any changes in performance dates may result in a pricing adjustment.
- 3.2 Pricing is quoted at the volumes indicated. Vitrum reserves the right to adjust pricing if volumes are not met.
- 3.3 All pricing is calculated by rounding sizes up to the next even inch (block size), with the exception of all shapes and templates, which, depending on glass thickness, will have 2 to 6 inches added to the block size.
- 3.4 Energy surcharge is included.
- 3.5 Applicable taxes will be added to each invoice.
- 3.6 Delivery is included for the number of releases indicated on the quote. Any additional releases will incur extra delivery charges and/or spandrel and ceramic frit setup charges.
- 3.7 Shape charges are not included in the square foot pricing and will be charged separately.
- 3.8 All edgework and fabrication are extra unless indicated on the quotation. (A fabrication and edgework price list is available upon request.)
- 3.9 Canadian customers – unless otherwise indicated, all pricing is in Canadian dollars
- 3.10 USA and all countries other than Canada – unless otherwise indicated, all pricing is in US dollars.
- 3.11 Minimum invoice charge is \$50.00. All products have a 4 square foot minimum.
- 3.12 All products over 50 square feet per piece or over 144 inches in length will have a minimum oversize charge of 50% unless indicated on the quote.

### TECHNICAL

- 4.1 All units are dual sealed with Butyl and Polysulfide except as indicated on booking order and all subsequent purchase orders.
- 4.2 ICD OpaciCoat®, roll-coat ceramic frit and DecorCoat™ are not recommended for use in vision applications.
- 4.3 If fall out protection is required on OpaciCoat®, it must be specified at the time of quoting and on each subsequent purchase order.
- 4.4 Unless otherwise specified, roll wave distortion will run parallel to the width of the glass. Sizes on the purchase order are assumed to be width x height, as per industry standards. Exception: Any glass requiring heat treatment that is over 108" wide, or less than 14" high will be rotated and will no longer have a roll-wave pattern that is parallel to the width. If distortion is of a concern Vitrum recommends the viewing of a full-size mock-up prior to the order being processed.
- 4.5 Heat treated laminated glass may have inherent visual distortion. If your project uses this glass type a full-size mock-up is advised. This mock-up should be approved before the order is processed. A technical bulletin discussing visual distortion is available on our website, vitrum.ca.
- 4.6 Vitrum only warrants that Argon filled units will have an initial fill of 90%, variations in fill or depletion are unavoidable and therefore Vitrum does not provide any warranty or guarantee on argon content or effectiveness outside of this.
- 4.7 Vitrum shall not be liable for any error or omissions in glass specifications.
- 4.8 Vitrum does not recommend warm edge energy efficient spacer bar for Structural Sealant Glazing (SSG) for aesthetic reasons. For the best aesthetic results Vitrum highly recommends black aluminum spacer, black primary sealant and black silicone for SSG.
- 4.9 Samples supplied by Vitrum are chargeable and provided on annealed glass whenever possible. Heat treated glass and coatings inherently show more colour and surface variation than annealed product. It is not possible to produce samples showing the range of possible colour variation.
- 4.10 Vitrum standard site-line is 7/16 of an inch. If loading conditions require additional silicone, this must be requested and will carry an additional charge.
- 4.11 Heat soak testing is available and recommended for all tempered glass to reduce the risk of spontaneous breakage due to nickel sulfide inclusions.
- 4.12 Vitrum relies upon the glazing contractor, architect and the design/specification community to ensure that glass/glazing products ordered meet design requirements and relevant building codes.
- 4.13 Vitrum's products are manufactured to meet or exceed the applicable ASTM and Canadian Standards on the date of manufacture.

### CLAIMS

- 5.1 Claims for breakage on delivery or for manufacturing defects must be made within 24 hours of delivery.
- 5.2 Vitrum does not accept back charges.
- 5.3 Vitrum does not warranty thermal stress breakage. It is the responsibility of the architects and/or the glazing contractor to determine the suitability of the product specified for a particular use.
- 5.4 Vitrum's products are covered by a limited warranty available at, vitrum.ca.

I HAVE READ AND AGREE TO ABOVE TERMS AND CONDITIONS

NAME:

\_\_\_\_\_

COMPANY:

\_\_\_\_\_

SIGNED:

\_\_\_\_\_

DATE:

\_\_\_\_\_



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### LIMITED WARRANTY

**LIMITED WARRANTY OF HEAT STRENGTHENED OR TEMPERED GLASS.** Vitrum Industries Ltd. a British Columbia corporation and Vitrum Glass Ltd., an Alberta Corporation (collectively "Vitrum") warrants only to the original non-consumer Customer for a period of one (1) year from the date of sale to the Customer (the "Limited Warranty Period") that heat strengthened and tempered glass products produced by Vitrum and purchased by the Customer meet (at the time of sale) ASTM Standard Specification C1048.

**LIMITED WARRANTIES OF LAMINATED GLASS.** Vitrum warrants only to the original non-consumer Customer for a period of five (5) years from the date of sale to the Customer (the "Limited Warranty Period"), that laminated glass products produced by Vitrum and purchased by the Customer will not have defects in materials or workmanship that cause edge separation or delamination of the laminated glass resulting in materially obstructed vision through the laminated glass.

**LIMITED WARRANTIES OF FLOAT MIRROR.** Vitrum warrants only to the original non-consumer Customer for a period of five (5) years from the date of manufacture of the unit (the "Limited Warranty Period") that Float Mirror products produced by Vitrum and purchased by the Customer will not have defects in materials or workmanship that cause discoloration, black spots and/or clouding of the silver film.

**LIMITED WARRANTY FOR INSULATING GLASS UNITS.** Vitrum warrants only to the original non-consumer Customer for a period of five (5) years from the date of manufacture of the unit (the "Limited Warranty Period") that insulating glass units produced by Vitrum and purchased by the Customer will be free from material obstruction of vision as a result of fogging or film formation on the internal glass surfaces caused by failure of the seal which is due to defects in material or workmanship.

**SOLE REMEDIES APPLICABLE TO LIMITED WARRANTIES LISTED ABOVE.** If any breach of either of the preceding Limited Warranties is reported to Vitrum in writing and accompanied by proof of purchase, before the end of the applicable Limited Warranty Period, Vitrum, at its exclusive option, will upon confirmation of the existence of a defect covered by the applicable Limited Warranty either:

- a. Provide a replacement Product to the Customer in exchange for the defective product or,
- b. If the product is no longer available, a replacement suitable in the sole opinion of Vitrum, that constitutes a comparable replacement, or
- c. Refund to the Customer Vitrum's original selling price for such defective Product. If Vitrum elects to supply a replacement Product, any Limited Warranty that would otherwise apply to such replacement Product will only extend for a Limited Warranty Period equal to the remaining balance of the original Limited Warranty Period for the defective Product. All replacement Products will be provided FOB Vitrum.

**DISCLAIMER OF IMPLIED & OTHER WARRANTIES.** THE PRECEDING EXPRESS LIMITED WARRANTIES ARE THE EXCLUSIVE WARRANTIES MADE BY VITRUM NOTWITHSTANDING ANY OTHER DOCUMENT OR PROVISION INCLUDING WITHOUT LIMITATION ANY SPECIFICATIONS. VITRUM MAKES NO OTHER WARRANTY OR REPRESENTATION OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS SOLD IN CONNECTION WITH THIS DOCUMENT, WHETHER (a) AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY OR ANY OTHER MATTER; (b) ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE; or (c) THAT THE PRODUCTS WILL BE FREE FROM INFRINGEMENT OR VIOLATION OF ANY RIGHTS, INCLUDING INTELLECTUAL PROPERTY RIGHTS, OF THIRD PARTIES. THESE DISCLAIMERS SHALL APPLY EVEN IF ONE OF THE PRECEDING LIMITED WARRANTIES FAILS OF ITS ESSENTIAL PURPOSE.

**EXCLUSIVE REMEDIES.** THE EXPRESS REMEDIES STATED IN THIS DOCUMENT WILL BE THE EXCLUSIVE REMEDIES AVAILABLE TO THE CUSTOMER AGAINST VITRUM FOR ANY DEFECTS IN THE PRODUCTS SOLD IN CONNECTION WITH THIS DOCUMENT OR FOR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING WITHOUT LIMITATION, VITRUM'S NEGLIGENCE. The purpose of the express exclusive remedies is to provide the Customer with the replacement of, or to enable the Customer to return in exchange for cash consideration, products produced by Vitrum which are found to be defective under one of the preceding Limited Warranties. These exclusive remedies will not be deemed to have failed of their essential purpose as long as Vitrum is willing and able to replace such defective products in the prescribed manner or willing to accept return of such defective products in exchange for the stated cash consideration. Vitrum reserves the right to inspect, in the field, any product that is alleged to be defective in order to confirm the validity of the warranty claim. VITRUM WILL NOT IN ANY EVENT BE LIABLE TO THE CUSTOMER FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND, WHETHER FOR DEFECTIVE OR NONCONFORMING PRODUCTS, BREACH OR REPUDIATION OF ANY TERM OR CONDITION OF THIS DOCUMENT, NEGLIGENCE, OR ANY OTHER REASON. THESE EXCLUSIVE REMEDIES SHALL BE THE CUSTOMER'S EXCLUSIVE REMEDIES EVEN IF ONE OF THE PRECEDING LIMITED WARRANTIES FAILS OF ITS ESSENTIAL PURPOSE. FOR PURPOSES OF THIS SECTION, "VITRUM" INCLUDES VITRUMS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUBCONTRACTORS AND SUPPLIERS. IN NO EVENT SHALL THE TOTAL COLLECTIVE CUMULATIVE LIABILITY OF VITRUM, ITS EMPLOYEES, OFFICERS, AGENTS, AND DIRECTORS EXCEED THE AMOUNT

PAID TO VITRUM BY THE CUSTOMER FOR THE PRODUCT FROM WHICH SUCH LIABILITY AROSE DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE OF THE MOST RECENT CLAIM BY THE CUSTOMER.

**LIMITATIONS APPLICABLE TO ALL LIMITED WARRANTIES.** The preceding Limited Warranties are given only to the Customer who is the first non-consumer purchaser of the relevant product, and are not given to any subsequent owners or any other user of such product or any other person or entity. Vitrum will have no obligation or liability under the preceding Limited Warranties until payment in full by the Purchaser and only if such payment is made in full on or prior to the date on which such payment is due. The preceding Limited Warranties do not apply to alleged defects resulting from or related to: improper use or applications, persistent exposure to moisture in the sash, misuse, rough handling, job site/window cleaning scratching or other abuse, failure to adhere to applicable instructions, glass breakage, tampering, neglect or any reason not related to defects in material or workmanship of the relevant product. The preceding Limited Warranties do not apply if the glass or surrounding areas, is subjected to improper cleaning including, but not limited to, abrasive cleaners, stiff brushes, sharp objects, strong alkalis, acids, or other chemicals or cleaning materials which do not comply with the Nation Standard of Canada CAN2-2.55-M85, Glass cleaners. The preceding Limited Warranties do not apply to products that have been used in conjunction with thermal drapes or similar devices, or if blinds or other window shading devices have not been installed with proper clearances, or if any film, sign or similar device is applied to the surface of the product. The preceding Limited Warranties do not apply to if the glass has been installed with non-compatible sealants, including, but not limited to, compounds, tapes, paints, lubricants or solvents. The preceding Limited Warranties respecting Heat Strengthened and Tempered Glass will also not apply to products that are subjected to additional fabrication (e.g. grinding, polishing, drilling, etc.) or exposed to temperatures in excess of 400° F for a sustained period of time. The preceding Limited Warranties respecting Laminated Glass Products will also not apply if there is incompatibility of the interlayer with other materials used in conjunction with the Laminated Glass Product, the Laminated Glass Product is exposed to corrosive materials, or if the laminated glass is installed in a system that does not include a weep system or some means of water repulsion, or if the laminated glass is used in a butt joint or structural glazing system, or, if the edges of the glass are not concealed in a glazing system, or if the Laminated Glass has not been installed within thirty (30) days of delivery. The preceding Limited Warranties respecting Float Mirror will also not apply to products installed with a mastic other than Vitrum approved mastic or polymer mastic, or if the product is subject to a foreign matter on Mirror back, including, but not limited to drippings from cleaning. The preceding Limited Warranties respecting Insulating Glass Units ("the Unit") will not apply if any breather tubes in the Unit have not been properly crimped and sealed within ten (10) days after ship date from Vitrum, or, if the Unit is damaged by improper shipping, handling, or storage, or strain caused by movement of the framing or building, or if the Unit is not installed in accordance with the recommendations made by the Insulated Glass Manufacturers Association, or, if the Unit is used in a watercraft, land vehicles, trailers, swimming pool enclosures, saunas, greenhouses, zoos, solar collectors or any installation where the unit is subjected to mechanical stress, heat or humidity that is in excess of the conditions normally experienced in conventional applications, or, if the Unit has been installed in such a manner that adequate allowance has not been made for expansion and contraction of the Unit and its supporting structure, or, if the Unit is installed with incompatible glazing or other materials, or, if the Unit is used in any sloped glazing (tilted inward or outward in excess of fifteen (15) degrees from vertical), or, if the Unit does not have four (4) 90 degree corners. This document cannot be amended or modified except in writing and signed by an authorized officer of Vitrum. No claim or right of Vitrum arising out of any breach of any of the Customer's obligations to Vitrum may be discharged by any purported waiver or renunciation unless such waiver or renunciation is made expressly by Vitrum in writing and is supported by consideration.

**PRODUCT SUITABILITY.** Annealed glass is not suitable for use in locations identified as "hazardous" in certain building codes and federal laws. The Customer has the responsibility to use safety glazing materials (e.g. tempered glass or laminated glass) in hazardous locations. The Customer is solely responsible for determining whether a product purchased from Vitrum is suitable for the Customer's needs or application. Although Vitrum may be asked to provide information about its product(s) in a proposed application or make information or its opinions available from time to time, Vitrum will not, by responding to requests for or otherwise providing opinions or information, assume any responsibility for the design or suitability of the Customer's product(s) in the proposed application, the Customer's methods, processes or products, to supplement any opinions or information provided or to make further information available. The Customer will at all times be responsible for determining the suitability of Vitrum's or Vitrum's affiliates' recommendations, advice, processes, services, and products for use in the Customer's own applications and for identifying and performing to the Customer's satisfaction all quality control tests, analyses, forecasts, and other tests and examinations necessary to assure that the Customer's products and services will be safe, acceptable and suitable for use under end-use conditions.

**ARGON FILLED INSULATED GLASS UNITS.** Vitrum does not provide any warranty concerning argon content or effectiveness. Vitrum will supply argon units utilizing best available practices and a good faith effort to reach the highest possible fill rates in accordance with British Standards BS EN 1279-6:2002 and BS EN 1270-6:2002. Currently this is the only claim or assurance we make regarding in Insulated Glass Units produced by Vitrum.

I HAVE READ AND AGREED TO THE CONDITIONS OF THE ABOVE WARRANTY

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

COMPANY: \_\_\_\_\_

SIGNED: \_\_\_\_\_

DATE: \_\_\_\_\_