



VITRUM INDUSTRIES LTD.  
VITRUM HOLDINGS LTD.

VITRUM GLASS LTD.  
VITRUM GLASS HOLDINGS LTD.

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LANGLEY, BC  
CANADA V1M 3E7

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TF 1.888.391.1166

291230 WAGON WHEEL RD  
ROCKY VIEW COUNTY, AB  
CANADA T4A 0E2

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## CONFIDENTIAL CREDIT APPLICATION & AGREEMENT

### Section A - COMPANY INFORMATION

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



# CONFIDENTIAL CREDIT APPLICATION & AGREEMENT

## 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
<b>IMPORTANT:</b> 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)	Email			
Address	City	Prov/State	Postal/ZIP Code	Tel. No.
Trade (2)	Email			
Address	City	Prov/State	Postal/ZIP Code	Tel. No.
Trade (3)	Email			
Address	City	Prov/State	Postal/ZIP Code	Tel. No.
Trade (4)	Email			
Address	City	Prov/State	Postal/ZIP Code	Tel. No.

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

### TERMS OF SALE

1. Payment in full is due thirty (30) days from the applicable invoice date. Where any due date does not fall on a business day, the applicable payment due date shall be the business day preceding such due date.
2. The undersigned, hereinafter referred to as the "Applicant" represents, warrants and certifies to Vitrum Industries Ltd. and/or Vitrum Glass Ltd., hereinafter referred to as "VITRUM" that the information supplied by the Applicant is complete, true and correct in all respects. Any false or misleading information stated on this credit application & agreement will entitle VITRUM to terminate credit privileges.
3. The Applicant(s) represent that they have the legal authority to enter into this agreement and that they have the financial ability and willingness to pay for all invoices, charges and balances due within the established terms.
4. The Applicant agrees to provide VITRUM with copies of incorporation/registration documents, proof of ownership documents, up-to-date financial statements and financial records upon each request of VITRUM.
5. The Applicant agrees to inform VITRUM prior to all changes in control or ownership involving the undersigned and to provide appropriate business and financial information requested because of such change. Upon sale or transfer of the assets of the business or of its shares to a third party, a prior written notice must be given to VITRUM no later than fifteen (15) days prior to the effective transfer/sale date and any and all outstanding amounts due to VITRUM under this account shall become due and payable immediately to be paid contemporaneously with the closing of such transfer/sale and VITRUM shall have the right to terminate this agreement at such time in its sole discretion.
6. The Applicant agrees that VITRUM account shall be paid in full on or before the due date, without any deduction, abatement or set-off, and further that the Applicant will be responsible for the delivery of all payments to VITRUM office on or before the due date.
7. It is understood and agreed that all invoices will be paid within terms as stated herein without any deduction, abatement or set-off, and further that failure to do so may be deemed sufficient cause for cancellation of credit terms and demand for payment in full.
8. The Applicant understands and agrees that any NSF (non-sufficient funds), returned or cancelled payments will be subject to a \$100.00 charge per occurrence and that any applicable discount will be forfeited. The charge amount is subject to change without notice.
9. The Applicant understands and agrees that interest on any and all overdue amounts payable hereunder will be charged at the rate of 26.8% per annum, calculated monthly in arrears and payable on demand without any deduction, abatement or set-off.
10. The Applicant agrees to indemnify VITRUM for all legal fees on a solicitor own client basis and other expenses incurred by VITRUM in connection with the collection of an account.
11. The Applicant hereby agrees that this agreement shall bind the Applicant's heirs, executors, administrators, successors or assigns.
12. The Applicant hereby agrees that where the Applicant comprises of more than one person, such persons shall be jointly and severally liable in the event of default hereunder.
13. The Applicant agrees that all vendor or other dating programs granted by VITRUM to the Applicant will become current and shall be deemed immediately due and owing from the Applicant to VITRUM in the event that (a) the Applicant's account is in default and/or becomes past due, and/or (b) the account is cancelled for any reason whatsoever (by the Applicant or VITRUM).
14. The undersigned Applicant and principals thereof hereby acknowledge and agree that they will execute any additional agreements, assignments or documents that may be deemed necessary by VITRUM to effectuate the purpose(s) of this agreement or to provide security for this agreement.
15. It is understood and agreed that VITRUM has the right to exercise offset or recoupment, in the event of delinquency and/or default, to satisfy any outstanding debt and that VITRUM, at its sole discretion, will apply any credits and/or payments to the oldest balance outstanding.

16. Acceptance of returned merchandise is subject to VITRUM applicable return policy, as it is amended by VITRUM from time to time.
17. It is understood and agreed that account privileges may be cancelled at any time at the discretion of VITRUM.
18. It is understood and agreed that all product purchased from VITRUM is for domestic sale only.
19. It is understood and agreed that these credit terms may be changed by VITRUM from time to time, upon prior written notice to the Applicant.
20. These Terms of Sale will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein and will be treated in all respects as a British Columbia contract.
21. Each of the Applicant and Vitrum irrevocably submits to the non-exclusive jurisdiction of any court in the Province of British Columbia for the purposes of any legal or equitable suit, action or proceeding in connection with these Terms of Sale.
22. The Applicant acknowledges and agrees with the terms of the notice immediately below.

**COLLECTION, USE AND DISCLOSURE OF BUSINESS (AND/OR PERSONAL) INFORMATION:**

The Applicant(s) hereby consents to and authorizes VITRUM (and/or its agents or assigns) to collect, retain, use and disclose any and all business (and personal) information required to conduct credit investigations and inquiries for the purpose of assessing whether the Applicant is eligible for credit from VITRUM now and throughout the duration of the Agreement, if any, between the Applicant(s) and VITRUM as well as for purposes of maintaining the integrity of the credit records of the Applicant(s). For this purpose, VITRUM may collect credit related information from the Applicant and any credit reporting agency, bank, supplier and/or any other institution that has information that is reasonably related to the Applicant(s)'s credit worthiness. The Applicant(s) further consents to VITRUM disclosing to and exchanging with any credit reporting agency the appropriate and required credit information to monitor and assess the credit worthiness of the Applicant(s) as well as to maintain the integrity of the credit records relating to the Applicant. This consent to collect, retain and use business and/or personal information about the above-mentioned persons will be valid until the Applicant(s) no longer conducts business with VITRUM and the Applicant(s) account has been paid in full. Further information about VITRUM's personal information handling practices is set out in VITRUM's privacy policy ("Privacy Policy") at <https://www.vitrum.ca/privacy-policy/> Notwithstanding any of the terms hereof, VITRUM shall be under no obligation to extend credit or provide product or services to the Applicant(s). By signing, the Applicant(s) confirm that I/We have read, understand and agree (individually & collectively) to the contents of this Credit Application & Agreement, and the Privacy Policy, and acknowledge that the Applicant(s) have been given the opportunity to seek legal advice prior to signing this document.

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

To induce the extension of credit to Applicant(s) the undersigned Co-Covenantor (jointly and severally, if more than one) hereby guarantees payment of all existing and future indebtedness of Applicant(s) to VITRUM, including any costs, expenses, and all legal fees on a solicitor and own client basis payable as a consequence of VITRUM collection efforts. This personal guarantee is absolute, complete, irrevocable and continuing and it shall not be necessary for VITRUM to give notice to Co-Covenantor of any extension of credit to Applicant(s), any renewal thereof, any modification of the terms thereof, or VITRUM arrangements with any other Co-Covenantor. Co-Covenantor agrees to provide personal financial information as reasonably requested by VITRUM. Co-Covenantor agrees that any demand made or notice given by VITRUM hereunder can be made to the address of the Co-Covenantor noted below. The limitation period on this guarantee shall not begin to run until demand is made on this guarantee, and such limitation period (is hereby extended to a period of six (6) years from the date such demand is made. For further certainty, all limitation periods that may arise under statute, regulation or as a matter of contract are hereby tolled from and including the date of this agreement, as set out below, until six (6) years after demand is made on this guarantee.

The Co-Covenantor (jointly and severally if there are more than one) hereby consents to and authorizes VITRUM (and/or its agents or assigns) to collect, retain, use and disclose any and all business (and personal) information required to conduct credit investigations and inquiries for the purpose of assessing whether the Applicant is eligible for credit from VITRUM and the strength of the Co-Covenantor's guarantee now and throughout the duration of the Agreement, if any, between the Applicant(s) and VITRUM as well as for purposes of maintaining the integrity of the credit records of the Co-Covenantor. For this purpose, VITRUM may collect credit related information from the Co-Covenantor and any credit reporting agency, bank, supplier and/or any other institution that has information that is reasonably related to the Co-Covenantor's credit worthiness. The Co-Covenantor further consents to VITRUM disclosing to and exchanging with any credit reporting agency the appropriate and required credit information to monitor and assess the credit worthiness of the Co-Covenantor as well as to maintain the integrity of the credit records relating to the Co-Covenantor. This consent to collect, retain and use business and/or personal information about the abovementioned persons will be valid until the Applicant(s) no longer conducts business with VITRUM, the Applicant(s) account has been paid in full and the Co-Covenantor has been released from his/her/it's guarantee. Further information about VITRUM's personal information handling practices is set out in VITRUM's privacy policy ("Privacy Policy") at <https://www.vitrum.ca/privacy-policy/> Notwithstanding any of the terms hereof, VITRUM shall be under no obligation to extend credit or provide product or services to the Applicant(s). By signing, the Co-Covenantor confirm that I/We have read, understand and agree (individually & collectively) to the contents of this Credit Application & Agreement, and the Privacy Policy, and acknowledge that the Co-Covenantor has been given the opportunity to seek legal advice prior to signing this document.

Name (1)	Signature	Date
Home Address		
Name (2)	Signature	Date
Home Address		

## Section I - Terms and Conditions of Sale

### 1. Conditional Acceptance

1.1. Unless otherwise agreed to and accepted by Vitrum Industries Ltd. and/or Vitrum Glass Ltd. (collectively, referred to herein as "Vitrum"), any Quote (a "Quote") issued by Vitrum may be accepted by Buyer only for the period provided on the Quote. Buyer's attempted acceptance of a Quote after this period creates no obligation on Vitrum unless such Quote is subsequently accepted by Vitrum in writing. "Buyer" means Vitrum's customer as specified on the Quote.

### 2. Terms and Conditions.

2.1. Any Quote is conditioned on Buyer's acceptance of these Sales Terms and Conditions (the "Terms"). Buyer shall be bound by these Terms without change, unless otherwise set forth in writing and accepted in writing by Vitrum. Any terms and conditions from any other source, including but not limited to, Buyer's Purchase Orders or acknowledgments for the purchase of goods prepared by Vitrum and provided to Buyer, are deemed excluded. These Terms shall control and take precedence over any conflicting terms and conditions in any other document. An "Order" or "Purchase Order" means Buyer's Purchase Order or any other order or contract form accepted by Vitrum in writing. A "Booking Order" means the confirmation document for the purchase of goods prepared by Vitrum and provided to the Buyer.

2.2. Vitrum may amend the Terms at its sole discretion at any time and will provide notice by publishing the most up-to-date Terms on the Vitrum website (the "Website"). The Buyer understands and agrees that all purchases will be governed by the most up-to-date Terms as published on the Website at the date of the issuance of the Purchase Order. The issuance of a Purchase Order by the Buyer constitutes consent to the Terms published on the Website at the time of the issuance of the Purchase Order.

### 3. Booking and Ordering.

3.1. A Booking Order must be signed before Vitrum can order any raw materials.

3.2. Non-stock raw materials may be pre-ordered based on the volumes indicated on the Booking Order. Any change in product type or volumes can result in a charge back to the customer.

3.3. Purchase Orders must be placed for all glass releases. The Purchase Order must include reference to the Booking Order number or the project name.

3.4. Confirmation will be sent for each Purchase Order. Buyer must 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.

### 4. Goods Furnished.

4.1. Vitrum agrees to furnish only the quantity and type of goods described in the Vitrum Order confirmation, Booking Order or Quote, which may vary from project plans, specifications, and/or Buyer's Purchase Order(s). Vitrum shall not be obligated to make any changes or additions to the goods described in the Vitrum Order confirmation, Booking Order or Quote unless Vitrum agrees in writing and, if necessary, an equitable adjustment is made to the price and delivery terms. Unless otherwise agreed in writing by Vitrum, all goods supplied by Vitrum under an Order, including those produced to meet an exact specification, will be subject to tolerances and variations consistent with usage of trade, regular Vitrum manufacturing practices or practical testing and inspection methods. Such tolerances and variations shall not create any separate Vitrum warranties.

### 5. Contract Price.

5.1. The "Contract Price" means the price for goods to be furnished by Vitrum as specifically identified on the Booking Order or Order confirmation, and which is based on the particular drawings or make-ups received by Vitrum. Any changes that affect lead times, cutting yields, project performance dates, project volumes, etc., may require a price adjustment.

5.2. All items omitted from the Quote and/or Booking Order are expressly excluded from the Contract Price, including but not limited to delivery and crating charges, energy surcharge, all edgework and fabrication costs, and final shape charges as will be determined upon receipt of details supplied at time of ordering.

5.3. 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.

5.4. The Contract Price is conditioned on payment by Buyer within thirty (30) days of the invoice date, and no retainage may be deducted by Buyer from the Contract Price.

5.5. Minimum Contract Price is \$100.00. All products have a ten (10) square foot minimum. All products over 50 square feet per piece or over 144 inches in length will have a minimum oversize charge of 50% unless otherwise indicated on the Quote.

5.6. Vitrum reserves the right to invoice Buyer for any and all unknown surcharges and miscellaneous costs assessed against Vitrum by its vendors after the Quote date or

Purchase Order date.

5.7. For Quotes/Purchase Orders for Canadian customers – unless otherwise indicated, all pricing is in Canadian dollars. For Quotes/Purchase Orders for customers in the USA and all countries other than Canada – unless otherwise indicated, all pricing is in US dollars.

### 6. Technical

6.1. All units are dual sealed with Butyl and Silicone except as indicated on Booking Order and all subsequent Purchase Orders.

6.2. ICD OpaciCoat®, roll-coat ceramic frit and DecorCoat™ are not recommended for use in vision applications.

6.3. If fall out protection is required on OpaciCoat® it must be specified at the time of quoting and on each subsequent Purchase Order.

6.4. 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. If distortion is of a concern Vitrum recommends the viewing of a full-size mock-up prior to the order being processed. However, mock ups do not show the full range of product quality possibilities.

6.5. Heat treated and product makeups with multiple layers of glass will 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 the Website.

6.6. Vitrum manufacturing practices regarding argon filled units will meet or exceed BS EN 1270-6:2002 and BS EN 1270-3:2002 and therefore Vitrum does not provide any warranty or guarantee on argon content or effectiveness outside of this.

6.7. Vitrum shall not be liable for any error or omissions in glass specifications.

6.8. 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.

6.9. Samples supplied by Vitrum are chargeable and provided on annealed glass whenever possible and are intended to demonstrate overall aesthetic effects, enable material testing when specified and to ensure design goals are being met or exceeded. Samples are not a quality guideline as they do not represent the full range of the project.

6.10. 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.

6.11. Heat soak testing is available and recommended for all tempered glass to reduce the risk of spontaneous breakage due to nickel sulfide inclusions.

6.12. 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.

6.13. Vitrum's products are manufactured to meet or exceed the applicable ASTM and Canadian Standards on the date of manufacture.

6.14. The Buyer must inform Vitrum of any specific capillary tube requirements pertaining to any change in elevation on the Purchase Order.

### 7. Order Holds; Cancellation.

7.1. After Buyer's Order has been accepted by Vitrum, the Order cannot be put on hold, modified, canceled or changed without Vitrum's written consent.

7.2. In the event that Buyer places any Order on hold for more than thirty (30) days, Buyer shall be responsible for, and reimburse Vitrum for, twenty-five percent (25%) of the Contract Price as a result of the hold.

7.3. If Buyer cancels any Order, Buyer shall be responsible for payment to Vitrum for reasonable cancellation or order change charges. Such cancellation or order change charges may include, but not be limited to, the Contract Price for all goods shipped by Vitrum to Buyer, the Contract Price for all finished goods inventory in the possession of Vitrum, all other direct costs incurred by Vitrum to the extent not able to be mitigated using reasonable mitigation efforts, and storage charges as outlined in Section 9 of these Terms.

7.4. If at the time the Buyer cancels the Order Vitrum has work in process with respect to the Order on any of its shop floors, Vitrum shall be allowed to finish the production on the goods that are on the shop floor at the time the Order is canceled, place the goods in finished goods inventory, and bill the Buyer the Contract Price for such goods.

7.5. Vitrum reserves the right to withdraw or cancel any Quote or Order and terminate supply if the Buyer has engaged with a company on Vitrum's list of

unauthorized consultants or contractors. This list is available upon request. In the event Vitrum cancels an Order, the Buyer shall be responsible for payment to Vitrum of the portion of the Contract Price applicable to the goods supplied.

**8. Delivery; Title to Goods and Risk of Loss.**

8.1. The delivery date, if specifically stated on the Purchase Order, is an estimate only and Vitrum shall not be bound by such date.

8.2. Vitrum shall not be liable for direct, incidental or consequential loss or damage to Buyer, or to any third parties, due to delay or not delivering in accordance with the estimated delivery date regardless of the cause. Buyer has the option of picking up the goods at the Vitrum facility.

8.3. If Buyer does not elect to pick up the goods at the Vitrum facility, Vitrum will select the method of delivery to the Buyer.

8.4. Title to the goods shall pass at the time the goods leave the Vitrum facility unless otherwise set forth in writing by Vitrum. If full payment of the Contract Price is not received by Vitrum at the time the goods leave the Vitrum facility, passage of title to the goods shall be deferred to the date full payment is received by Vitrum. Regardless of whether title passes at the time of shipment Buyer agrees to assume risk for loss of, or damage to, the goods from time to time.

8.5. Risk of loss shall be transferred to the Buyer in accordance with the applicable project shipment and delivery Incoterms except as set out in Section 8.4.

8.6. If Vitrum delivers goods to the Buyer by way of an A-Frame or L-Rack (the "Racks"), the Racks remain the property of Vitrum and the Buyer will exercise reasonable care while the Racks are in their possession and ensure the Racks timely return to Vitrum's facility. Racks which are not returned within fourteen (14) days will be subject to a daily rental fee of \$20.00 per Rack.

8.7. If Vitrum delivers goods to the Buyer by way of a container, the container does not remain the property of Vitrum and does not need to be returned to Vitrum's facility and will not be accepted by Vitrum. The Buyer will pay Vitrum a container charge and container delivery fee per container for this method of delivery.

**9. Storage.**

9.1. Any completed Orders that Buyer fails to accept delivery of goods by the delivery date stated on the Booking Order, or Order confirmation, shall be subject to storage charges at a rate of \$10.00 per container per day and a container charge.

9.2. These storage charges shall be payable by Buyer net thirty (30) days.

9.3. Under no circumstances shall Vitrum be liable for any costs, fees, damages or loss to goods or materials stored pursuant to this Section.

9.4. Vitrum specifically disclaims any liability for, or damage resulting from, the storage of finished goods or materials stored at the Vitrum facility.

9.5. Vitrum specifically disclaims any liability for, or damage resulting from, the storage of finished goods or materials stored after delivery of goods to the Buyer that are stored in any manner contrary to industry standards which includes, but is not limited to, insufficient protection from weather and environmental conditions.

**10. Payment Terms.** Payment terms for any Order shall be specified on the invoice in calendar days, with no retainage or set-off allowed. Buyer's payment obligations shall not be conditioned on Buyer's receipt of payment from any third party. Buyer shall be responsible for Vitrum's costs of collection, including but not limited to, legal costs of a solicitor and own client basis in the event of Buyer's default or non-payment. Vitrum reserves the right to withhold future shipments if timely payment for prior shipments has not been received.

**11. Inspection.** Buyer shall inspect the goods upon receipt and notify Vitrum in writing of any claim that the goods are nonconforming within ten (10) days after delivery. However, if there is visible damage to the outside of the container, the damage must be reported to Vitrum within 24 hours after delivery. Vitrum shall be allowed a reasonable opportunity to inspect the goods, and cure any claim of alleged non-conformity, including reasonable access to the goods whether on Buyer's premises, at a storage facility or on the job site. Subject to Buyer's signing a confidentiality agreement and compliance with Vitrum procedures and facility safety practices, Buyer may arrange to inspect the goods at Vitrum's manufacturing facilities. However, such inspection shall not interfere with Vitrum's operations. Buyer's rejection of any in-process goods or non-conforming finished goods arising out of such inspection must be made in writing to Vitrum prior to shipment of such goods. No goods may be returned to

Vitrum for credit without Vitrum's prior written consent.

**12. Disclaimers.** VITRUM EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AND ANY OTHER OBLIGATION OR LIABILITY NOT EXPRESSLY SET FORTH IN ITS STANDARD TERMS OF WARRANTY. VITRUM SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND. Buyer's rights and obligations regarding any goods supplied by Vitrum, and proven to be defective, are limited to those set forth in Vitrum's Limited Warranty provided to Buyer. Vitrum will not accept any charge or expense submitted by Buyer or any third party, including but not limited to any labour costs for modification, removal, inspection, testing or installation of any goods sold by Vitrum under an Order or for any replacement goods.

**13. Limited Warranty.** Vitrum provides a limited warranty for goods shipped pursuant to an Order. Vitrum's warranty terms are set forth in a separate warranty certificate available on request. Vitrum's warranty will be void in the event that full payment is not received for goods and services within the agreed upon terms of sale. Vitrum's limited warranty, as provided to Buyer, may only be modified upon written approval of Vitrum's President or Vice President(s). Any verbal representations intended to modify any existing Vitrum limited warranty shall be invalid and unenforceable against Vitrum.

**14. Force Majeure.** Vitrum shall not be liable for any delay or failure to perform any of its obligations hereunder if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, disease, epidemic/pandemic, lock outs, accidents, war, fire, governmental acts and/or regulations, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and Vitrum shall be entitled to a reasonable extension of its obligations without any additional compensation to the Buyer for any such extension. If the delay persists for such time as Vitrum considers unreasonable in its sole discretion, it may, without liability on its part, terminate the contract without penalty.

**15. Disputes and Applicable Law.** These Terms shall be governed by and construed in accordance with the laws of British Columbia and the laws of Canada applicable therein. Any dispute or controversy occurring between the parties hereto relating to the interpretation or implementation of any of the provisions of these Terms shall be resolved by arbitration. Such arbitration shall be conducted by a single arbitrator appointed by agreement between the parties, or, in default of agreement, such arbitrator shall be appointed in accordance with the provisions of the *Arbitration Act* or any re-enactment or amendment thereof. Any arbitration shall be held in the City of Vancouver. The procedure to be followed shall be agreed by the parties or, in default of agreement, determined by the arbitrator. The decision arrived at by the arbitrator shall be final and binding and no appeal shall lie therefrom.

**16. Severability.** If any term or provision of these Terms is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms had been agreed with the invalid, illegal or unenforceable provision eliminated.

**17. Entire Agreement.** Vitrum's Quote, these Terms, Vitrum's Order confirmation, Booking Order, Vitrum's Limited Warranty (if applicable, and as issued by Vitrum), and any supplemental documents annexed hereto by Vitrum, contains the complete and entire agreement between the parties as to the subject matter hereof, and replaces and supersedes any prior or contemporaneous purchase orders, understandings, negotiations, discussions, communications, representations, or agreements, whether oral or written, with respect to such subject matter. This document shall not be expanded or supplemented by a course of dealing, usage of trade, or course of performance. The Terms shall prevail and take precedence over the provisions contained in any other prior correspondence, quotation, shipping document, purchase order or other instrument.

**18. Authority to Sign.** The individual executing these Terms represents that they are authorized to execute and to bind the entities on whose behalf they are signing.

I HAVE READ AND AGREE TO ABOVE TERMS AND CONDITIONS

Name	Signature	Date
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# CONFIDENTIAL CREDIT APPLICATION & AGREEMENT

## Section J - 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 five (5) years from the date of invoice 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 invoice 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 invoice to the Customer (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 invoice to the Customer (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.

LIMITED WARRANTY FOR SPANDRELGLASS, ROLLED, SCREENED & DIGITAL PRINT CERAMIC FRIT. Vitrum warrants only to the original non-consumer Customer for a period of five (5) years from date of invoice to the Customer (the "Limited Warranty Period") against defective materials or workmanship which could result in peeling, cracking or deterioration of the ceramic ink or frit under normal conditions.

SOLE REMEDIES APPLICABLE TO LIMITED WARRANTIES LISTED ABOVE. If any breach of any 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.

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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, are not properly cleaned in compliance with GANA Glass Information Bulletin Proper Procedures for Cleaning Architectural Glass Products or subjected to materials which do not comply with the Standards Council 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 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 and or in compliance with the current edition of the GANA Glazing Manual, 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). If the Unit does not have four (4) 90 degree corners the warranty may not be applicable. 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. Currently this is the only claim or assurance we make regarding Insulated Glass Units produced by Vitrum.

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

Name	Signature	Date
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