

CREDIT AGREEMENT

This Agreement, made this _____ day of _____ 20_____ and between

Interstate Building Materials, Inc. (hereinafter "Interstate") and _____ (hereinafter "Customer").

- 1. **CHARGE ACCOUNT.** Subject to approval of Buyer's credit application by Interstate, Interstate agrees to open a charge account ("ACCOUNT") for use by customer, up to a pre-set maximum amount (the Credit Line).
- 2. **PURCHASES AND CREDIT LINE.** Customer and/or its officers and employees, may buy goods and merchandise and charge them to the Account created hereby. The amount of each purchase shall be charged to the Account. Customer will not make (and Interstate may refuse to authorize) any purchase if the total of that purchase, the unpaid balance on the Account and current purchases, which Interstate has authorized, would exceed the Credit Line. If the unpaid balance on Customer's account ever exceeds its Credit Line, Customer agrees to immediately pay the excess on demand of Interstate. The amount of the Customer's initial Credit Line will be determined by Interstate and Interstate reserves the right to change the amount of the Credit Line at anytime without prior notice to Customer.
- 3. **PAYMENTS AND STATEMENTS.** Customer agrees to pay for all purchases and any applicable service charges as provided in Paragraph 4 herein. Interstate will forward to Customer a statement for each monthly billing cycle when there is any amount owing or other activity in the Account. Such billing statement shall designate the invoice number of each purchase and the amount thereof and will include a copy of each invoice listed on the billing statement. Payment is due in full on or before the 15th of the month following (The "Closing Date"). Failure to make payment within thirty (30) days following the Closing Date will result in imposition of a service charge on any unpaid balance as provided in Section 4, herein.
- 4. **SERVICE CHARGE; ATTORNEY'S FEES.** If full payment of the balance on any monthly statement is not received within (30) days of the Closing Date, Customer agrees to pay a service charge equal to one and one-half (1 1/2%) per month on any outstanding balance as existing on the Closing Date. Should any account be placed with an attorney for collection, Customer agrees to pay all legal fees incurred by Interstate with respect thereto.
- 5. **PURCHASES AND DELIVERIES.** Customer hereby authorizes that purchases may be charged to its Account and deliveries made without signature.
- 6. **CANCELLATION AND SUSPENSION.** Interstate reserves the right to cancel or suspend customer's Account at any time and without prior notice. Cancellation or suspension of Customer's Account will cause the full-unpaid amount thereon to become due and payable within ten (10) days of notice thereof. No cancellation or suspension will effect Customer's obligation to pay any amounts, which are owed under this Agreement.
- 7. **NOTICES.** Statements and other notices will be forwarded to customer at the address set forth on this application. Notice is complete upon mailing.
- 8. **CREDIT INFORMATION.** Customer warrants that the information contained in the credit application submitted to Interstate by Customer, and upon which Interstate has relied in extending credit to Customer hereunder, is true and complete. Interstate will access the Customer credit report and investigate its credit history in connection with its application for credit or later in connection with an update, renewal, or extension of credit under this Agreement. Customer hereby authorizes Interstate to furnish information concerning its account to credit reporting agencies and others, who at Interstate's discretion may properly receive such information.
- 9. **DEFAULT and FULL PAYMENT; CONFESSION OF JUDGEMENT.** Customer's failure to perform any obligation hereunder or any misrepresentation or omission on its credit application shall be an event of default hereunder. In the event of a default, Interstate may demand immediate payment of the entire amount then owed under this Agreement. IN ADDITION, CUSTOMER HEREBY AUTHORIZES AND EMPOWERS ANY ATTORNEY OF ANY COURT OF RECORD IN THE UNITED STATES, OR ELSEWHERE, TO APPEAR FOR CUSTOMER AND TO CONFESS JUDGEMENT AGAINST CUSTOMER, AND IN FAVOR OF INTERSTATE, AS OF ANY TERM, WITH OR WITHOUT DECLARATION FILED, FOR THE ENTIRE BALANCE OF THE ACCOUNT THEN REMAINING UNPAID, TOGETHER WITH ALL DELINQUENCY CHARGES THEN OWING, WITH COST OF SUIT AND REASONABLE ATTORNEY'S FEES; AND IN RESPECT TO ANY JUDGEMENT ENTERED HEREIN, CUSTOMER WAIVES, IN REGARD TO ANY REAL OR PERSONAL PROPERTY LEVIED UPON, ANY RIGHT OF APPRAISEMENT, EXEMPTION, OR STAY OF EXECUTION UNDER THE LAW IN FORCE OR HEREAFTER ENACTED, THE RIGHT OF INQUISITION (AND AGREES THAT ANY REAL ESTATE SHALL BE VOLUNTARILY CONDEMNED AND MAY BE SOLD UNDER A WRIT OF FI. FA.), THE RIGHT OF APPEAL AND DOES RELEASE ALL ERRORS. CUSTOMER WILL ALSO BE RESPONSIBLE FOR COLLECTION FEES.
- 10. **GOVERNING LAW.** This agreement is governed and shall be interpreted by the laws of the Commonwealth of Pennsylvania with respect to contracts made therein.
- 11. **SEVERABILITY OF PROVISIONS.** Any provision of this Agreement which may prove invalid or unenforceable under any law, rule, or regulation of any government agency, federal, state, or local, will not affect the validity or enforceability of any other provision of this Agreement.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have caused this Agreement to be duly executed the day and year first above written.

ATTEST:

BY: INTERSTATE WINDOW & DOOR COMPANY

SOLE PROPRIETOR:

Authorized Officer _____ Title _____

Authorized Officer _____ Title _____

PARTNERSHIP:

Authorized Officer _____ Title _____

Authorized Officer _____ Title _____

WITNESS: _____

CORPORATE APPLICATION:

Authorized Officer _____ Title _____

Authorized Officer _____ Title _____