Credit Agreement

IN CONSIDERATION of Wojan Window & Door Corp extending credit to the applicant, in order to facilitate the purchase of Wojan products, the undersigned applicant agrees to the following terms and conditions of sale:

CREDIT LIMIT	If approved by Wojan Window & Door Corp, the applicant will be assigned a Credit Limit, which is subject to periodic revisions as Wojan Window & Door Corp deems necessary.
TERMS OF SALE	Invoices are due and payable 30 days from the date of the invoice (F.O.B. shipping point), unless otherwise agreed upon in writing.
LATE PAYMENT	Past due balances are subject to late payment service charges of 1.5% per month (an annual rate of 18%), or the highest legal rate acceptable in the State in which credit is extended, whichever is less.
RETURNS	No returned goods will be accepted without prior authorization. Goods returned for credit must show their original invoice number and the return authorization number with the return freight having been prepaid.
BAD CHECKS	A service charge of $25.00 will be applicable to each returned check.
REVOCABILITY	When invoices are past due, or if the applicant's account has reached its assigned Credit Limit, Wojan, at its own discretion, retains the right to hold shipments pending payment. Wojan may also place the applicant on C.O.D. or other cash terms for failure to pay within terms.
LITIGATION	In the event of any litigation arising out of this agreement, the applicant agrees to pay all reasonable attorney fees and other costs of collection. In any action, proceeding, or appeal on any matter related to or arising out of this agreement or sale, the applicant shall be subject to the **PERSONAL JURISDICTION** of the courts of the State of Michigan, and all court rules therefrom. The applicant further agrees that this agreement/sale shall be deemed fully executed and performed in the State of Michigan. Nothing in this provision, however, shall or be deemed to preclude Wojan Window & Door Corp from fully prosecuting its lien rights in the state in which the product is placed/installed. The applicant/parties to this agreement further agree that Michigan would be a reasonably convenient place for any trial/action, and further agree to being subject to the Michigan Long Arm Statute for service of process, and waives the defenses, even if otherwise available, of improper venue and *forum non-conveniens*. This Credit Agreement/sale shall be governed by the laws of the State of Michigan, with the exception of any lien action commenced by Wojan Window & Door Corp being governed by the location of the liened product/products.
WAIVER	The failure of Wojan Window & Door Corp to enforce any provision of this agreement does not waive Wojan Window & Door Corp's rights to enforce the remaining provisions of this agreement.
STATE LAWS	This Credit Agreement will be governed by the laws of the State in which credit is extended.

The undersigned applicant hereby acknowledges receipt of a copy of this agreement, and having read it, agrees to the foregoing, and represents that all information given, by the applicant to Wojan Window & Door Corp, for the purpose of obtaining credit is true, complete and correct.

ACCEPTED BY: Signature:_____Date:_____

Title:_____

Company Name:_____

Company Address:_____

Revised: 04/02/2008