

CREDIT AGREEMENT

WINROC a division of Superior Plus LP, or any affiliates or subsidiary companies (referred to in this agreement as "WINROC") agrees to grant credit privileges to the CUSTOMER (as defined in the Application for Credit) on the following terms and conditions:

1. WINROC shall grant the Customer credit to purchase products and services to the amount of the Credit Limit.
2. The Customer agrees to pay all amounts invoiced during any one month on or before the Required Payment Day, and to pay a service charge at the Late Payment Service Charge Rate on invoiced amounts unpaid on the Required Payment Day.
3. The Customer agrees to advise WINROC within 10 days of receipt of the invoice about any dispute of invoice matters. The failure to so advise shall constitute acceptance of the invoice and its accuracy by the Customer.
4. WINROC may, at its sole discretion, apply payments to such invoices as it determines appropriate. However, when Customer's account is current, the Customer may, by written advice remitted with payment, allocate payment to such invoices as it considers appropriate. Customer's account shall be considered current at any point in time when there are no amounts of service charges owing, and when there are no amounts owing for invoices whose Required Payment Day is prior to that point in time.
5. If the Customer's account is not current, as defined in paragraph 4, or if WINROC determines, based on reasonable commercial grounds that the Customer presents a credit risk to WINROC, then the Customer shall be in default under this agreement, and WINROC may, at its option, and in addition to all remedies available at law, declare the balance owing by the Customer to WINROC immediately payable and interest shall immediately start to accrue at the Late Payment Interest Rate.
6. Where WINROC furnishes products and services to the Customer for an improvement or project which falls under one general contract, then for the purposes of the Builders' Lien Act or Mechanics Lien Law (whichever is applicable in the applicants' legal jurisdiction) all such building materials and supplies shall be deemed to be provided under one continuous contract.
7. The Customer hereby grants to WINROC a security interest in all present or after acquired building materials and supplies purchased by the Customer on credit from WINROC. The Customer waives its rights to receive a printed copy of the financing statement or a copy of the statement used by Registry to confirm the registration under Personal Property Security legislation.
8. The Customer shall pay to WINROC the costs and expenses incurred by WINROC to recover any overdue amounts, including any legal costs incurred by WINROC on a Solicitor Client basis, with interest on Solicitor Client costs to be included.
9. No extensions, indulgences, discounts or waivers granted by WINROC to the Customer shall in any way affect or prejudice the rights of WINROC to recover sums due and owing by the Customer and to enforce strictly the terms of this agreement.
10. WINROC shall have the right, based on its evaluation of the credit-worthiness of the Customer to amend the Credit Limit, Required Payment Day, Late Payment Service Charge Rate or any other term of this agreement, from time to time, or without notice to cancel this agreement at any time.
11. WINROC makes no warranty or conditions, expressed or implied, including, but not limited to any implied warranty or condition of merchantability or fitness for a particular purpose. The Customer is responsible for determining whether any and all products sold by WINROC are fit for a particular purpose and suitable for the Customer's purpose and method of application or installation. A manufacturer's warranty may be available.
11. A facsimile transmission of this Application for Credit is sufficient for acceptance of liability.
12. Time is of the essence of this agreement.

SIGNATURE _____ **DATE** _____

NAME (print) _____ **TITLE** _____