



## CREDIT AGREEMENT

DELROC INDUSTRIES LTD. (referred to in this agreement as “Delroc”) agrees to grant credit privileges to the CUSTOMER (as defined in the Application for Credit) on the following terms and conditions.

1. Delroc 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 interest at the Late Payment Interest Rate on invoiced amounts unpaid on the Required Payment Day.
3. The Customer agrees to advise Delroc 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. Delroc may, at its sole discretion, apply payments to such invoices as it determines appropriate. However, when the 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 interest 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 Delroc determines, based on reasonable commercial grounds, that the Customer presents credit risk to Delroc, then the Customer shall be in default under this agreement and Delroc may, at its option and in addition to all remedies available at law, declare the balance owing by the Customer to Delroc immediately payable and interest shall immediately start to accrue at the Late Payment Interest Rate.
6. Where Delroc 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, all such building materials and supplies shall be deemed to be provided under one continuous contract.
7. The Customer hereby grants to Delroc a security interest in all present or after acquired building materials and supplies purchased by the Customer on credit from Delroc. 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 Delroc the costs and expenses incurred by Delroc to recover any overdue amounts, including any legal costs incurred by Delroc on a Solicitor Client basis.
9. No extensions, indulgences, discounts or waivers granted by Delroc to the Customer shall in any way affect or prejudice the rights of Delroc to recover sums due and owing by the Customer and to enforce strictly the terms of this agreement.
10. Delroc 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 Interest Rate or any other term of this agreement, from time to time, or to cancel this agreement at any time.
11. Time is of the essence of this agreement.