

**MARVIN HOME CENTER
CREDIT ACCOUNT AGREEMENT AND TRUTH-IN-LENDING DISCLOSURE STATEMENT
FOR MARVIN COMPANIES EMPLOYEES**

1. Definitions

In this Agreement, the word "Account" means your Marvin Home Center credit account; the words, "you," "your," and "yours" mean the account holder as well as anyone the account holder permits to use the Account; the words "Marvin," "we," "us," and "our" mean Marvin Windows and Doors of Warroad.

2. Credit Limit

"Your initial credit limit is the lesser of \$_____ or \$500.00. Subject to applicable law, we may change your credit limit at any time. We will notify you if we do, either by mail or through your monthly billing statement. You may request a change to your credit limit by contacting us by telephone or mail, or in person.

3. Credit Limit

You must sign this Agreement in order to establish and use your Account. The full amount of your credit limit is available to buy goods or services at the Marvin Home Center only. The total amount charged on your Account, including purchases, finance charges, fees, or other charges, must always remain below your credit limit.

4. Additional Users

Accounts are available only to full-time employees of Marvin Windows and Doors of Warroad, and of those full-time employees, only those that have satisfied the 90 day orientation period requirement as a full-time employee are eligible for an account. You may authorize other named individuals to use your Account; provided such authorization is provided in writing. You, and any individuals you authorize to use your Account, must show identification at the Home Center each time you wish to use your Account. You are responsible for all uses of your Account according to the terms of this Agreement.

5. Annual Membership Fee

There is no annual membership fee.

6. Monthly Statement

We will send you a monthly billing statement when there is a debit or credit balance of \$1.00 or finance charges imposed on your account. Your monthly statement will show an itemized list of current charges and transactions to your account, your new balance, any finance charges, the minimum payment due, and the payment due date. In addition, it will show your current payments and credits, a summary showing separately your purchase account, and finance charges on each, as well as other information concerning your account.

7. New Balance

To determine your New Balance, we begin with the outstanding balance on your account at the beginning of each billing period called the Previous Balance on your billing statement. We then add any purchases and cash advances that are recorded on your account and subtract any other adjustments (for example, corrections of a prior calculation) and finally add the appropriate finance charges and fees.

8. Finance Charges on Purchases

We will add a finance charge if you do not pay the New Balance listed on your last monthly statement in full on or before the Payment Due Date shown on your monthly statement. The Payment Due Date on your monthly statement includes a “grace period” of one billing period, (about 30 days). When you do not pay your New Balance in full, we will assess finance charges on purchases as follows:

a. We start with the purchase balance at the beginning of your monthly billing period and will add to that any unpaid finance charges. This is called the Previous Balance on your statement. Your monthly billing period begins the day of your statement date and varies with the number of days in that billing month.

b. To determine finance charges, we use a “Balance Forward” billing process. We total the previous balance and subtract any credits or payments made prior to the expiration of the “grace period.” This provides us with the “balance subject to finance charges” as shown on your billing statement.

d. We multiply the “balance subject to FINANCE CHARGE” by 1.33%, the Monthly Periodic Rate, which corresponds to an ANNUAL PERCENTAGE RATE of 15.96%. This amount is your FINANCE CHARGE on purchases.

9. Minimum Finance Charge

If your finance charge for purchases is less than a total of \$0.50, we will impose a minimum FINANCE CHARGE of \$0.50. We will charge this amount, to your purchase balance.

10. Minimum Payment Due

You can pay off your account balance in full each bi-weekly pay period or you can pay in installments made each pay period. Your Minimum Payment Amount per pay period will be the New Balance or \$100.00, whichever is less. If you are a salaried employee, your Minimum Payment Amount will be \$200.00 per pay period to account for the monthly pay cycle.

Unless we take other action as a result of your default, the Minimum Payment Due will also include any amount that is past due and any amount by which your new balance exceeds your credit limit. Payments and credits will be applied first to pay billed but unpaid finance charges, late charges, annual fees, and similar charges and next to pay purchases. You must pay at least the minimum payment each pay period, but you may pay more than that amount at any time without a penalty. The sooner you pay your new balance, the less you will have to pay in finance charges.

DEDUCTION OF AMOUNTS OWED FROM WAGES: You hereby agree to allow us to offset and deduct any and all amounts owed by you to us, including, but not limited to, amounts owed pursuant to this Agreement, from any wages and bonuses owed by us to you and will execute all documents necessary to effectuate such wage deductions. Upon termination of your employment with us, we may deduct all outstanding amounts owed pursuant to this Agreement from your final paycheck. Notwithstanding the foregoing, any deduction will not contravene state or federal law or reduce your wage to the extent prohibited by any state or federal law. You are still obligated to pay us for any balance owed that is not deducted from your wage and we can bring a claim against you for any sum or sums owed to us. Any Minimum Payment Due for a billing cycle, which is not deducted from your wage during that billing cycle, will be due 25 days after the billing cycle closing date and will depend on the new balance shown on the billing statement.

11. Payments

We can accept late or partial payments as well as payments that are marked with “paid in full” or other restrictive endorsements, without losing any of our rights under this Agreement. If you pay more than the Minimum Payment Due, we will allocate the excess amount to your purchase balance subject to the highest rate of interest, and then to each successive balance subject to the next highest rate of

interest. You must pay us in U.S. dollars drawn on funds on deposit in the United States. However, we reserve the right to accept payments made in Canadian currency. If we do, we will charge you a currency conversion fee based upon the "spot" rates existing at the time of conversion. Please do not send us cash payments.

12. Late Payments

We may charge your account a late payment fee of \$5.00 for each billing period in which your minimum payment is not received within 25 days after your payment due date. This fee will be added to your purchase balance.

13. Returned Payments

We will charge your account a \$30.00 fee if your check or similar payment instrument is not honored or if we must return it to you because it cannot be processed. This fee will be added to your purchase balance.

14. Charge for Copies

If you ask for a copy of any document, such as a sales slip, or billing statement, a charge of \$10.00 per hour may be imposed for the time it takes to research and locate the document. In addition, a copying fee of \$2.00 per copy will be imposed. However, no charge will be imposed in connection with any actual or asserted billing error.

15. Unauthorized Use of Your Account

If you are afraid someone has used or may use your Account without your permission, you must notify us at once by calling the telephone number shown on your monthly statement. We may require you to provide us certain information in writing to help us find out what happened. You may be liable for unauthorized use of your Account, but not for more than \$50.00. You will not be liable for any purchases or advances made after you have notified the Home Center's Accounts Receivable Dept. of the unauthorized use by telephone or in writing.

16. Default

You will be in default if you fail to pay the Minimum Amount Due listed on each monthly billing statement on time, file for bankruptcy, exceed your credit limit without our permission, or default on this agreement. If you are in default, we may close your account and demand immediate payment of the full balance.

17. Collection Costs

If we have to refer collection of your account balance to a lawyer, you will pay our attorney fees plus court costs, or any other fees as allowed by law. If we sue to collect and you win, we will pay your reasonable attorney fees and court costs.

18. Credit Reports

We may report your performance under this Agreement to credit reporting agencies and secure follow-up credit reports on you, including if you fail to make your minimum payments on time. A bad credit report can harm significantly your ability to obtain credit from other sources. The information we will turn over to its credit reporting agencies will be your name, address, account, and social security numbers, the status of your account, and any other information required by law. We will not turn over personal information, such as information relating to specific transactions on your account. Except for our affiliate companies, no one else without proper legal authority will be given information about your account. We

will try to notify you by telephone or by mail of any legal process served on us in order to give you an opportunity to object to it, unless the law prohibits such notice.

19. Correcting the Credit Report

If you think we reported erroneous information about you to a credit reporting agency, call us at the telephone number listed on your monthly billing statement. We will promptly investigate the matter. We will contact each credit reporting agency whose records may reflect the error. We will require them to correct your report if its investigation decides that you were correct. If we disagree with you after the investigation, we will advise you, in writing or by phone, and instruct you how to submit to those agencies a statement of your position that will become a part of your credit record with them. The instructions will include the name, address, and phone number of each such agency, along with other pertinent information.

20. Closing Your Account

You may close your Account at any time by notifying us in writing. However, you remain responsible to pay the amount you owe us according to the terms of this agreement. We may close your account or suspend your Card privileges at any time without prior notice. Your Account will automatically be closed upon termination of your employment with Marvin Windows and Doors of Warroad.

21. Changing This Agreement

We may change the terms of this Agreement at any time. Except where limited by applicable law, the new terms, including increases in the finance charge rate or the way we calculate finance charges, late charges, and the minimum payment due, will apply both to new purchases and cash advances and to the full outstanding balance of your account as of the day of the change. In accordance with applicable law, we will notify you of any such increased charge or change by writing to you at the most recent address shown for you on our records.

22. Delay in Enforcement/Waivers

We may delay or waive enforcement of any of the provisions of this Agreement, including your agreement to make timely payments, without losing our right to enforce the same provision later or any other provisions of this Agreement. You waive the right to receive notice of any waiver or delay or presentment, demand, protest, or dishonor. You also waive any applicable statute of limitations to the full extent permitted by law and any right you may otherwise have to require us to proceed against any person before suing you to collect. You understand that we will not be liable for any refusal by the Home Center's at any time to honor your request for credit or to make charges on your Account.

23. Change of Name, Address, or Employment

You will notify us immediately in writing if your name, home address, or employment changes.

24. Security Interest

Your obligations under this Agreement are not secured by any contract, deed of trust, or security agreement even if the terms of another contract, deed of trust, or security agreement otherwise provide.

25. Applicable Law

The terms and enforcement of the Agreement shall be governed by Minnesota law.

WHAT TO DO IF THERE'S AN ERROR IN YOUR BILL

Your Billing Rights. Keep This Notice For Future Use. This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

1. Notify Us in Case of Errors or Questions About Your Bill

If you think your bill is wrong, or if you need more information about a transaction on your bill, write to us (on a separate sheet) at the address shown on the front of your billing statement. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- a. Your name and account number
- b. The dollar amount of the suspected error
- c. Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

2. Your Rights and Our Responsibilities After We Receive Your Written Notice

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we did not make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within 10 days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it is finally settled.

If we don't follow these rules, we can't collect the first \$50 of the questioned amount even if your bill was correct.

3. Special Rule for Credit Purchases

If you have a problem with the quality of property or services which you purchased on credit under your Account, and you have tried in good faith to correct the problem with the Home Center, you may have the right not to pay the remaining amount due on the property or services.

By signing below, I agree to all the terms and provisions in this Agreement and acknowledge receiving a copy.

Date

Employee Number

Employee Signature

**This agreement is also made available to you through our Company intranet site at: www.marvinhomecenter.com