APPLICATION FOR COMMERCIAL CREDIT

KESSLER INDUSTRIES INC.

D/B/A Kessler Sales & Distribution - A/K/A KSD

PHONE: (800) 526-5104 • FAX: (732) 634-4445

Remit To:
Kessler Industries
Lock Box 842811
Boston, MA 02284-2811

MAIL THIS APPLICATION TO:

KSD
ATTN: NEW ACCOUNTS DEPT.
500 GREEN STREET
WOODBRIDGE, NJ 07095

For the purpose of procuring and establishing credit, from time to time, the Undersigned Applicant furnishes the following information, including the attached Financial Statement. Applicant represents and warrants said information is true and correct and a true and complete statement of its financial condition.

BUSINESS OR CORPORATE NAME:					APPLICATION DATE:
BUSINESS STREET ADDRESS:			BILLING ADDRESS:		
CITY:	COUNTY:	STATE:	ZIP CODE:	WE ARE ENGAGED IN THE BUSINESS OF:	INITIAL CREDIT LINE DESIRED:
BUSINESS TELEPHONE:	BUSINESS FAX:	EMAIL:		T/E CERTIFICATE #:	YEAR BUSINESS ESTABLISHED:
TYPE OF BUSINESS: PROPRIETOR LLC PARTNERSHIP CORPORATION	PARENT FIRM:			BUSINESS BUILDING IS: OWNED RENTED	MONTHLY STATEMENT OF ACCOUNT REQUIRED: YES NO

OWNERS: (If applicant is a sole proprietorship or partnership) OFFICERS: (If a Corporation) MEMBERS/MANAGER (LLC)

NAME:	TITLE:	SS#:	HOME ADDRESS:	HOME PHONE #:
NAME:	TITLE:	SS#:	HOME ADDRESS:	HOME PHONE:
NAME:	TITLE:	SS#:	HOME ADDRESS:	HOME PHONE:

PRINCIPAL FINANCIAL INSTITUTION:

NAME:	BRANCH ADDRESS:	ACCOUNT NO.:	TYPE OF ACCOUNT:	CONTACT:

TRADE REFERENCES:

NAME:	ADDRESS:	PHONE:
NAME:	ADDRESS:	PHONE:
NAME:	ADDRESS:	PHONE:
NAME:	ADDRESS:	PHONE:

In consideration of Kessler Industries d/b/a Kessler Sales & Distribution, (referred to herein as "KSD"), extending credit to Applicant, Applicant agrees to pay for all items delivered to or at the request of Applicant by KSD based on the following terms, 2% 30 days from invoice date, net 45 days. No other terms including those on Applicant's Purchase Order which are different may add to, modify, supersede or otherwise alter the terms without expressed written approval signed by an authorized representative of KSD. All other terms are herby rejected. Service charges will be imposed if payment is not received by the 45th day from invoice date. All accounts are due and payable at the remittance address shown on the KSD invoice. Applicant agrees that each of the terms and conditions of sale stated on the KSD invoice shall be a term of the contract of each sale from KSD to Applicant. Applicant acknowledges that after 45 days a 0.75% per month, 9% per annum service charge will apply on all sums due to KSD which have not been paid within forty-five (45) days from the invoice date, and Applicant agrees to promptly pay said service charge. The service charge will be due and payable on the 46th day from invoice date, and an additional service charge computed on the same basis, will be due and payable every thirty (30) days thereafter. Waiver of any one or more service charges shall not be deemed a waiver of future service charges. Applicant further agrees that with regard to such service charges, Applicant and KSD are parties to a written contract. In the event of default in payment and if an attorney is retained for collection, Applicant agrees to pay all costs of collection, including, but not limited to, the attorney's fees computed as follows: The greater of 20% of the monies due to KSD or the attorney's fees actually charged by KSD's attorneys multiplied by the hours expended by said attorneys. Attorney fees shall be paid by Applicant when incurred for constitution, trial or appellate services, whether suit is brought or not. Furthermore, Applicant expressly agrees that regardless of place of payment, all suits at law or in equity of breach of this Agreement or for default in payment shall be instituted and maintained in any Court of competent jurisdiction in the applicable state. Applicant hereby expressly waives all venue rights. The terms of this Agreement shall be governed by laws in the county of Middlesex, State of NJ and the parties agree to submit to the jurisdiction of the State of New Jersey. In the event litigation is necessary the venue will be set in the jurisdiction of the plaintiff. KSD must be notified in writing of any changes in name or corporate structure. Applicant authorizes KSD to obtain credit and financial information concerning the Applicant at any time and from any source. The undersigned warrants the above Agreement has been carefully read and the applicant understands the same.

APPLICANT'S SOCIAL SECURITY NO. _____ NAME OF APPLICANT _____

APPLICANT'S FEDERAL TAX NO. _____ SIGNED BY _____ TITLE _____

PERSONAL GUARANTEE:

For value received to induce Kessler Industries, Inc. t/a Kessler Sales & Distribution, ("KSD") to extend credit to the Customer, the Guarantor (If more than 1 Guarantor, jointly and severally) hereby warrants and unconditionally guarantees to KSD the full and prompt payment when due (Including any accelerated or extended maturity) of all indebtedness, obligations, and liabilities of Customer to KSD, including finance charges applicable thereto, now existing or hereafter created or arising, even if such Indebtedness is in excess of the applied for, or established credit line. Guarantor further agrees to waive all venue rights and pay all expenses, including expenses of court costs and attorney or agency fees paid or incurred by KSD in endeavoring to collect such Indebtedness or any part therefore in enforcing the Guarantee as stated in the Application.

Guarantor waives all notices and demands of any kind, and hereby consents to any agreement or arrangement or arrangement whatever with Customer, including without limitation agreements and arrangements for payment, extension, subordination, composition, arrangement, discharge or release of the whole or any part of the indebtedness, and the same shall in no way impair Guarantor's liability hereunder, KSD may release or relinquish any security now or thereafter held for any indebtedness hereby guaranteed or any guarantors or sureties, without the same discharging, releasing, or in any manner affecting liability of Guarantor hereunder.

This Guaranty shall be enforceable before or after proceeding against Customer, or simultaneously therewith, and without resort to any security.

The Incorporation, merger reorganization or sale of the Customer's business shall not operate as a termination of the Guaranty, and the guaranty shall confine as to credit extended such other entity.

This Guaranty shall continue in force until notice in writing of termination sent by registered or certified mail, return receipt requested, is received by KSD, Attention: Credit Manager. Not withstanding said termination, this guarantee shall remain in full force and effect as to the outstanding balance of the debit as of the date of termination of the guarantee together with any and all accrued interest and cost of collection of the debt.

WITNESS _____ DATE _____ GUARANTOR _____

WITNESS _____ DATE _____ GUARANTOR _____