

STATEMENT: Freight deductions on "Prepaid and Allow" Invoices may not be taken if the invoice is not paid within terms.

**PAYMENT TERMS, CONFIRMATION OF INFORMATION ACCURACY,
RELEASE OF AUTHORITY TO VERIFY, AND GUARANTY:**

The undersigned for the purpose of procuring and establishing credit with Forshaw Inc. (hereinafter called "Forshaw") and to induce Forshaw to permit Customer to be indebted to Forshaw for the purpose of goods, furnished the above business and personal credit information. The undersigned, jointly and individually, certify that all information in this credit application is complete, factual and correct, and understands that Forshaw will rely on the accuracy of this information for any credit which may be extended. Forshaw is expressly authorized to contact any parties listed herein and to verify any information contained in this credit application. The undersigned hereby waives any privacy of credit information rights and regulations.

If any representations made on the application prove to be untrue, the undersigned agrees that all obligations of customer to Forshaw shall immediately become due and fully payable without demand or notice. In the event any suit, action, proceeding, or arbitration involving this agreement is commenced by any party hereto, the prevailing party in such suit, action, proceeding, or arbitration shall be entitled to recover its reasonable attorneys' fees and expenses from the other party(s) as determined by the court or arbitrator. The parties to this agreement hereby acknowledge this agreement is a contract entered into primarily for business or commercial purposes.

The Customer Agreement and all rights and obligations hereunder, including matters of construction, validity, and performance, shall be governed by the Laws of the State of North Carolina and Customer consents to both jurisdiction and venue in the North Carolina courts. Further, Customer consents to jurisdiction and venue in Mecklenburg County, North Carolina. The term "Guarantor" shall mean all and each one of the persons executing this guaranty agreement below, and their obligations to Forshaw shall be joint and several.

Forshaw's billing date is the date of the invoice, with balances dues and payable according to invoice terms. A LATE CHARGE OF 1.5% PER MONTH (18% PER ANNUM) WILL BE ASSESSED TO ALL LATE PAYMENTS (the "Default Rate"). This Default Rate will continue through and survive any judgment and post judgment interest will also be the Default Rate as allowed by law.

Guarantor hereby unconditionally guarantees to Forshaw the full and prompt payment of all indebtedness (as hereinafter defined) of Customer due and to become due to Forshaw except as may otherwise be limited below. The term "Indebtedness" shall mean any and all indebtedness, liabilities and obligations of every kind, nature and description owed to Forshaw by Customer, whether direct or indirect, absolute or contingent, whether now due and owing, or which hereafter from time to time, be or become due and owing, whether created or arising, including all amounts owing to Forshaw. This is a guarantee of payment and not of collections, and Guarantor agrees that Forshaw shall not be obligated prior to seeking recourse against or receiving payment from Guarantor, to exercise any diligence whatsoever in collecting or attempting to collect the indebtedness by any means. Guarantor's liability for payment of the Indebtedness shall be absolute and unconditional, and nothing except the actual full payment to Forshaw of all of the indebtedness shall operate to discharge Guarantor's liability under this agreement. Accordingly, Guarantor unconditionally and irrevocably waives each and every defense which, under principles of guaranty or suretyship law would otherwise operate to impair or diminish the liability of Guarantor for the Indebtedness including without limitation any extensions, modifications, indulgence, compromise, settlement or verification of any of the terms of the Indebtedness. This Guaranty shall inure to the benefit of Forshaw and its successors and assigns. This Guaranty and all rights and obligations hereunder, including matters of construction, validity and performance, shall be governed by the Laws of the State of North Carolina and Guarantor consents to both jurisdiction and venue in the North Carolina courts. Further, Guarantor consents to jurisdiction and venue in Mecklenburg County, North Carolina. The term "Guarantor" shall mean all and each one of the persons executing this guaranty below, and their obligations to Forshaw shall be joint and several. This guaranty is freely and voluntarily given to Forshaw by Guarantor, without duress or coercion, and after Guarantor has either consulted with legal counsel or has reviewed the terms and provisions of this Guaranty. This Guaranty shall remain in full force and effect until such time as Forshaw shall receive by certified mail, return receipt requested, from Guarantor, a written notice of revocation. Such revocation shall not in any way relieve Guarantor from liability for any indebtedness incurred prior to actual receipt by Forshaw of said notice.

NOTICE: IT IS IMPORTANT THAT YOU THOROUGHLY READ BEFORE SIGNING. Applications must be signed by a principal of the Company (i.e., if proprietorship, owner; if partnership, managing partner; if corporation, president).

Print Name _____ Signature _____

Title _____ Date _____

FOR FORSHAW INC. USE ONLY

CREDIT APPROVED LIMIT _____ DATE _____

CREDIT DENIED REASON _____

ACCOUNT ID _____ SALESPERSON NUMBER _____

PL _____ TM _____

DATE ACCOUNT SET UP _____ SIGNATURE _____