



Credit Application

Introduction: For the purpose of inducing Classic Products Corp. ("Classic") to extend credit to _____ ("Buyer"), Buyer represents and warrants that the following is true and Buyer hereby agrees as follows:

Bill to: Buyers True Name: _____
Principle Address: _____
City: _____ State: _____ Zip Code: _____
Phone: _____ Fax: _____
Email: _____ Mobile: _____

Ship to: Address: _____
City: _____ State: _____ Zip Code: _____
Phone: _____ Fax: _____

Contacts:

Full Name of Owner(s) or Principals (Proprietorship and Partnership) Must be Completed

Principal Officer(#1): _____ Title: _____ FEIN/SS# _____
Principal Officer (#2): _____ Title: _____ FEIN/SS# _____
Principal Officer (#3): _____ Title: _____ FEIN/SS# _____
Principal Officer (#4): _____ Title: _____ FEIN/SS# _____

Accounts Payable: _____ Phone # w/Ext. _____
Purchasing Agent: _____ Phone # w/Ext. _____

Company Information:

Description of Business: _____
Date Business Established: _____ Years At Present Location: _____
Years Under Present Ownership: _____
Form of Business: Proprietorship: _____ Partnership: _____ Corporation: _____
Financial Statement: Attached: _____ To be Mailed: _____ Tax Exempt #: _____

NOTE: (Resale / Tax Exempt Certificate Must Be Attached)

Bank Information:

Account #: _____ Yr. Established: _____
Bank Name (Branch): _____
Address: _____
City: _____ State: _____ Zip Code: _____
Account Name: _____

(If different than Company name)

Trade References:

Please include Address as well as phone and fax numbers

- 1. _____
2. _____
3. _____

Terms:

Estimated Monthly Purchases: _____ Monthly Credit Desired: _____

Open account status, Net 30 days. Accounts not paid within these terms are subject to C.O.D. or credit card shipments until terms are met.

INDIANA Fort Wayne, IN 46825 4617 Industrial Road
TEXAS Garland, TX 75042 1035 Nichlson Rd.
FLORIDA Largo, FL 33773 7333 124th Ave N.
NEVADA Henderson, NV 89011 470 Mirror Court, #103

TERMS AND CONDITIONS

- 1. Acceptance.** No terms or conditions other than those set forth in this document and any document attached to or incorporated by reference in this document or other documents in which these terms and conditions are mentioned shall be binding upon Seller unless accepted in writing by a duly authorized representative of Seller. Acceptance of any goods delivered pursuant to this document shall be conclusively deemed acceptance of this document and its terms and conditions, and any additional or different terms included in Customer's purchase order, acceptance or acknowledgment shall be void and without effect. The materials, products, goods or services covered by this document shall be referred to herein as the "Goods." The sale and purchase of the Goods shall be governed by the Uniform Commercial Code.
- 2. Billing, Shipment and Payment.** The purchase price, without offset for any reason, is due and payable in full in accordance with these terms and conditions and shall be paid by wired funds, certified check or other immediately available funds to Seller via Cash or Check on Delivery, wired funds or certified check based on the terms approved by the Seller, unless stipulated otherwise by a separate agreement. Net 30 terms may be extended to Qualified Accounts based on the Seller's receipt of a signed credit application and personal guarantee and the Seller's review of the Customer's credit history. Qualified accounts must have been approved for credit and have a signed credit application and resale certificate on file. Completion of installation shall be deemed to occur when Seller certifies in writing that the Goods have been fully and completely installed. Seller shall have the right to render inoperable or remove all or any of the Goods in the event of Customer's failure to make payment as required by these terms and conditions, and these terms and conditions shall constitute a security agreement creating in favor of Seller a security interest in the Goods in accordance with the terms and conditions of the applicable Uniform Commercial Code. Customer authorizes Seller to sign all documents and to take all actions necessary to perfect the security interest granted by these terms and conditions. At Seller's election, Customer shall furnish to or for Seller's benefit prior to shipment of the Goods, a letter of credit executed by an acceptable financial institution agreeing to pay when due the unpaid purchase price in accordance with these terms and conditions. Classic Products Corp. accepts Visa, MasterCard, and American Express. Credit card sales require a valid credit card number, cvv2# and the mailing address of the credit card statement. We will only ship to the address of the card holder. Overseas accounts please contact our sales offices for bank wire transfer information. All overdue accounts bear interest at the rate of 19% per year. Any checks returned will be assessed a \$30.00 bank charge and the account may be placed on a cash basis. Accounts that are delinquent sixty days or more will be placed on C.O.D. and will forfeit all volume pricing. All charges for packing, hauling, storage, insurance and transportation to the point of delivery are excluded and will be charged in addition to the stated price for the Goods. Sales, use, value-added or excise taxes of any nature for which Seller may become liable, whether initially or through failure of payment by Customer, are in addition to prices listed. In the event of Customer's default, Customer shall pay attorney fees and court costs incurred by Seller in enforcing its rights.
- 3. Delivery.** Customer bears all risk of loss or delay in transit. The sale of Goods is deemed complete when the Goods are delivered to Customer, notwithstanding any arrangements to pay freight, express, post or other transportation charges. In the event of delay of, or failure to complete, delivery as a result of causes beyond Seller's control, Seller shall not be deemed to have breached its obligations hereunder. In the event of delay of, or failure to complete, delivery for any other reason or cause, Seller's liability shall be limited to the contract price, and Seller shall not be liable for incidental or consequential damages under any circumstances. Customer bears all risk of loss of or to the Goods delivered to Customer's facility, whether or not they are incorporated into Customer's real estate and Customer shall furnish to or for the benefit of Seller an insurance policy covering all such Goods against all forms of loss until the purchase price therefor has been fully paid. Any such insurance policy shall name Seller as a loss payee for the full value of the Goods, and in the event Customer fails to provide such insurance, Seller may at its option initiate coverage under such insurance and bill all expense therefore Customer.
- 4. Changes in Terms, Specifications or Schedules.** Upon acceptance, these terms and conditions shall constitute a binding contract between Customer and Seller, which may not be altered or amended, except as otherwise herein provided, except by an amendment or other document signed by both Seller and Customer. However, if Customer or its agent makes any changes in the purchase order or the specifications or schedules applicable to the Goods, and such changes affect the cost or time required for performance, Seller shall be entitled to receive in addition to the agreed purchase price all such additional costs required for performance. These terms and conditions, and the purchase order or other document to which they are appended, constitute a complete expression of agreement between the parties with respect to the subject matter thereof, and all promises or representations made by Seller, its agents, employees or other authorized representatives are deemed merged and consolidated into these terms and conditions. No promise or representation made by or on behalf of Seller which is contrary to these terms and conditions and the purchase order to which they are appended is binding upon Seller.
- 5. Warranties of Seller.** Seller warrants to Customer that the Goods will conform to drawings, specifications, representations or samples which are specifically incorporated by reference into this document or are set forth in a purchase order which Seller has affirmatively accepted, and will be free from defects in Seller's workmanship.

WITH RESPECT TO GOODS FURNISHED BY SELLER WHICH ARE NOT MANUFACTURED BY SELLER, SELLER MAKES NO WARRANTY OF ANY KIND WHATSOEVER, EXPRESSED OR IMPLIED, AND CUSTOMER AGREES THAT THE SOLE WARRANTY APPLICABLE TO SUCH GOODS SHALL BE THAT FURNISHED BY THE MANUFACTURER THEREOF. SELLER MAKES NO OTHER WARRANTY OF ANY KIND WHATSOEVER, EXPRESSED OR IMPLIED, AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WHICH EXCEED THE FOREGOING WARRANTY OBLIGATIONS ARE HEREBY DISCLAIMED BY SELLER AND EXCLUDED FROM THIS AGREEMENT.

If defects occur which are the responsibility of Seller, as the exclusive remedy therefor, the Goods will be either repaired or replaced without charge at the option of Seller, provided such defects are brought to Seller's attention within 90 days following delivery. Seller's liability therefor is limited to the sale price of the defective Goods. In no event shall Seller be liable for incidental or consequential damages, or for expense occasioned by use of defective Goods. Seller's liability as set forth above shall not be extended because of advice given by Seller in connection with design, installation or use of any Goods. Customer assumes responsibility for the specifications of the Goods and their suitability for the use to which they are to be applied, and Seller makes no warranties or representations with respect thereto. Customer agrees to indemnify Seller against claims by Customer, its customers, designees, transferees or others based on defects in design or specifications and against recoveries beyond limitations herein, and Customer shall include in any contract for resale provisions with respect to limited recoveries against Seller in accordance with this paragraph. 6.

Designs, Patterns and Special Tooling. Title to and the right of immediate possession of drawings, software, designs, patterns, tools or other material produced by Seller for the purpose of producing the Goods shall remain in Seller's name. Neither the Goods nor work performed in connection with production of the Goods shall constitute a work for hire. Copyrights, trademarks, patents, trade secrets and other intellectual property resulting from production of the Goods, including illustrations, drawings, calculations and other related documents prepared by Seller in connection with production of the Goods, shall be and remain the property of Seller.7.

Customer's Ability to Perform. Failure to make payments at the times provided shall be a bar to any claim by Customer for delay in completion of the work or for breach of warranty. All account balances due to Seller from Customer are reconfirmed and incorporated into the price for the Goods.

8. Controlling Law. The Contract which may result from acceptance or performance hereunder shall be governed by the laws of the State of Indiana. All litigation over the Goods or these terms and conditions shall be conducted in Allen County, Indiana.

9. Authority. Any person executing these terms and conditions or the purchase order to which they are appended is warranted by Customer to have full and complete authority to obligate Customer to these terms and conditions and the purchase order to which they are appended. In the event Customer defends any action based upon an alleged lack of authority of such person, such person who signs these terms and conditions or the purchase order to which they are appended shall be deemed personally liable for all obligations of Customer hereunder.

If Applicable please request a Trademark Use Agreement which will be attached and require signature.

I hereby certify that the information shown on the above pages is true and correct to the best of my knowledge. Furthermore, I have read and will abide by the terms set forth above.

By: _____ Title: _____ Date: _____

Printed: _____

By: _____ Title: _____ Date: _____

Printed: _____

PERSONAL GUARANTY

1. Particular Terms/Definitions: As used in this Guaranty, the following terms and expressions have the respective meanings indicated opposite each of them; where the meaning of any term is stated to be "None," provisions involving the application of that term shall be disregarded:

Guarantor:

Name(s): _____

Address: _____

SS# _____

Debtor:

Name (s): _____

Address: _____

Guaranteed Indebtedness:

All account and other indebtedness of Debtor to Classic Products Corp., now existing or hereafter arising.

Guaranty Limit:

\$ _____

(if any)

Date: _____

2. Consideration/Nature of Guaranty: In order to induce Classic Products Corp. or its affiliated entity ("Creditor") to make available to Debtor the financial accommodations evidenced by the Guaranteed Indebtedness and in consideration of extension of credit to Debtor, which benefits Guarantor(s), and other good and valuable consideration, the receipt of which are hereby acknowledged, subject to and limited only by the Guaranty Limit, the Guarantor hereby unconditionally guarantees to the Creditor: (a) the due and punctual payment, and not just the collectability, of the principal of and interest on the Guaranteed Indebtedness when due, (b) the punctual and faithful performance and observation by the Debtor of all duties, agreements and obligations of Debtor contained in the documents evidencing the Guaranteed Indebtedness.

3. Continuation of Liability: The liability of the Guarantor shall in no way be affected or impaired by: (a) any amendment, alteration, extension, renewal, waiver, indulgence or other modification of the Guaranteed Indebtedness; (b) any settlement or compromise in connection with the Guaranteed Indebtedness; (c) any subordination of payments under the Guaranteed Indebtedness to any other debt or claim; (d) any substitution, exchange, release or other disposition of all or any part of the Guaranteed Indebtedness; (e) any failure, delay, neglect, act or omission by Creditor to act in connection with the Guaranteed Indebtedness; (f) the filing by or against any Debtor or Guarantor of bankruptcy, insolvency, reorganization or other debtor's relief pursuant to the present or future provisions of the Bankruptcy Code or any other state or federal statute or by the decision of any court; or (g) any other matter whether similar or dissimilar to the foregoing. Subject to and limited only by the Guaranty Limit, the obligations of Guarantor are unconditional, notwithstanding any defect in the genuineness, validity, regularity or enforceability of the Guaranteed Indebtedness.

4. Waivers: Guarantor hereby waives: (a) notice of acceptance of this Guaranty and of creation of Guaranteed Indebtedness to Creditor; (b) presentment and demand for payment of any Guaranteed Indebtedness; (c) protest, notice of protest and notice of dishonor or default to each and any Guarantor or to any other party with respect to any of the Guaranteed Indebtedness; (d) all other notices to which any Guarantor might otherwise be entitled; (e) any demand for payment under this Guaranty; and (f) any rights to extension, composition or otherwise under the Bankruptcy Code or any amendments thereof, or under any state or other federal statute.

5. Exercise of Rights By Creditor: This is an irrevocable, unconditional and absolute guaranty of payment and performance, subject only to the Guaranty Limit described above, and Guarantor agrees that the liability of Guarantor under this Guaranty shall be immediate and shall not be contingent upon the exercise or enforcement by Creditor of whatever remedies it may have against the Debtor or others.

6. Representations and Warranties/Notice/Financial Statements: Guarantor represents, warrants and covenants to Creditor that, as of the date of this Guaranty: the fair salable value of Guarantor's assets exceeds Guarantor's liabilities; Guarantor is meeting Guarantor's current liabilities as they mature; any financial statements of Guarantor furnished Creditor are true and correct and include in the footnotes thereto all contingent liabilities of Guarantor; since the date of said financial statements there has been no material adverse change in the financial condition of Guarantor. Guarantor agrees to immediately give Creditor written notice of any material adverse change in its financial condition, including but not limited to litigation commenced, tax liens filed, default claimed under its indebtedness for borrowed money or Bankruptcy proceedings commenced by or against Guarantor. Guarantor shall deliver, timely to Creditor, annual financial statements and other documents and reports at such reasonable times as Creditor requests. Guarantor is fully aware of the financial condition of the Debtor and each other Guarantor. Guarantor delivers this Guaranty based solely upon its own independent investigation and in no part upon any representation or statement of Creditor with respect thereto.

7. Expenses/Preferential Payments: Guarantor further agrees to pay all expenses incurred by Creditor in connection with enforcement of its rights under the Guaranteed Indebtedness, as well as court costs, collection charges and reasonable attorney fees and disbursements.

8. Termination: Notwithstanding anything herein contained, this Guaranty shall become null and void and the liability of the Guarantor terminated only in the event the Debtor shall pay to the Creditor in full the Guaranteed Indebtedness and the opportunity for the extension of further credit by Creditor to Debtor has been terminated.

9. Jurisdiction: Guarantor hereby waives any plea of jurisdiction or venue on the ground that such Guarantor is not a resident of Allen County, Indiana, and hereby specifically authorizes any action brought to enforce such Guarantor's obligations to the Creditor to be instituted and prosecuted in either the courts of Allen County, Indiana, or in any court having jurisdiction of an action to foreclose any mortgage securing the Guaranteed Indebtedness, at the election of Creditor, and Guarantor hereby submit to the jurisdiction of such court.

IN WITNESS WHEREOF, each Guarantor hereto has caused these presents to be executed all as of the day and year first above written.

Guarantor:

_____ Date _____

_____ Date _____