

**DENNIS EAST INTERNATIONAL LLC
CONFIDENTIAL CREDIT APPLICATION**

Date: _____

NAME OF APPLICANT: _____ State of _____
Incorporation/Formation: _____
D/B/A: _____

PRINCIPAL ADDRESS: _____
[Street] [City] [State] [Zip+4]

ADDRESS WHERE THE GOODS WILL BE KEPT

_____ [Street] [City] [State] [Zip+4]
TELEPHONE NUMBER: _____ FAX NUMBER: _____

E-MAIL ADDRESS: _____ WEB SITE URL: _____

NAMES OF OWNERS, DIRECTORS AND PRINCIPAL OFFICERS: _____

ACCOUNTS PAYABLE MANAGER: _____

OTHER ADDRESSES: _____

IDENTIFICATION NUMBER IN STATE OF FORMATION: _____

DUNS NUMBER: _____ FEDERAL TAX. ID NUMBER: _____

STATE TAX RESALE NUMBERS: _____
(PLEASE IDENTIFY STATE: _____)

For the purpose of obtaining credit from DENNIS EAST INTERNATIONAL LLC and its affiliates ("DENNIS EAST"), the seller or consignor of goods, may rely on all information herein as correct. Applicant authorizes each reference named herein and each bank, accountant, creditor and credit reporting company having knowledge or information relating to the credit worthiness of the Applicant to share such information with DENNIS EAST, and for DENNIS EAST to share information with any or all of such other entities. Applicant agrees to make payment promptly to DENNIS EAST in accordance with DENNIS EAST's trade terms in effect from time to time, but not later than 30 calendar days from the date of shipment from DENNIS EAST. DENNIS EAST is granted a purchase money security interest in all goods sold or delivered, nor or in the future, by DENNIS EAST to Applicant or to any subsidiary of or affiliate of Applicant and all proceeds and all accessions and other goods into or with which the goods covered by such interest are manufactured, processed, assembled, combined or commingled. The security interest is intended to secure payment of all amounts due and to become due in the future to DENNIS EAST arising out of the sale or consignment of goods to Applicant or to any of its subsidiaries or affiliates, or otherwise due and owing to DENNIS EAST. DENNIS EAST may authenticate and file UCC-1 Financing Statements as permitted by law to perfect such security interest. Applicant shall notify DENNIS EAST, in writing, within five days of any change of its state of formation, change in management, ownership, address, telephone, relocation of the goods or any goods into which or with which they have been manufactured, processed, assembled, combined or commingled, the date of the granting of any liens affecting the goods, the filing for relief under any bankruptcy or insolvency law, or other facts which might adversely affect the credit of the Applicant or its ability to make payment for any goods sold or consigned to Applicant by DENNIS EAST. This Application sets forth the basic terms for the vendor/customer relationship between the parties. It includes the following pages and any financial statements submitted herewith or from time to time by Applicant.

[PRINT COMPANY NAME OF APPLICANT]

BY: _____
[AUTHORIZED SIGNATURE] [TITLE] [DATE]

BUSINESS/TRADE REFERENCES

Name: _____ Phone _____
Address _____
City _____ State _____ Zip Code _____

Name: _____ Phone _____
Address _____
City _____ State _____ Zip Code _____

Name: _____ Phone _____
Address _____
City _____ State _____ Zip Code _____

Bank _____ Phone: _____
Address _____
City _____ State _____ Zip Code _____
Contact: _____ Account Number: _____

Bank _____ Phone: _____
Address _____
City _____ State _____ Zip Code _____
Contact: _____ Account Number: _____

Accountant _____
Address _____
City _____ State _____ Zip Code _____
Contact: _____

GENERAL TERMS.

1. Generally, payment is due "net 30 days" after the invoice date. Based upon Applicant's credit standing, DENNIS EAST may adjust such terms on a sale by sale basis. Applicant agrees to pay to DENNIS EAST an amount equal to 1.5% per month, or the highest rate permitted by applicable law, whichever is lower, on any payment considered past due until the full amount is collected. Applicant agrees to pay to DENNIS EAST all costs of collection, including reasonable attorneys' fees and expenses. Applicant agrees to pay a \$25.00 service charge and a \$10.00 handling charge for each returned check.

2. Applicant has reviewed and agrees to the DENNIS EAST TERMS OF SALE available at www.denniseast.com. The TERMS OF SALE as posted on the DENNIS EAST website on the date Applicant issues a purchase order shall apply to such Purchase Order. **DENNIS EAST DISCLAIMS AND DOES NOT MAKE ANY WARRANTY TO APPLICANT WITH RESPECT TO THE GOODS OTHER THAN AS SET FORTH IN SUCH TERMS OF SALE. DENNIS EAST DISCLAIMS AND DOES NOT MAKE ANY WARRANTY WITH RESPECT TO MERCHANTABILITY OR FITNESS OF THE GOODS FOR ANY PARTICULAR PURPOSE. DENNIS EAST's LIMITED WARRANTY RUNS EXCLUSIVELY TO THE END USER.**

3. Only senior executive officers of DENNIS EAST have authority to modify terms, offer discounts or allowances or grant waivers or concessions. All such modifications, waivers, discounts, allowances or concessions must be in a writing signed by the authorized officer if they are to be effective.

4. All transactions between the parties shall be governed by and interpreted in accordance with the laws of Massachusetts applicable to contracts made and to be fully performed in such state. Choice of law rules that might apply any other law shall not apply. **THE PARTIES WAIVE TRIAL BY JURY.** The dispute resolution provisions in the TERMS OF SALE in effect on the date Applicant submits and order shall apply and require arbitration.

5. Notices and process shall be in writing, effective when received and sent by certified or express mail. Orders may be sent by telephone, fax, email or in writing. Orders may be accepted by DENNIS EAST only by a writing, fax or email addressed to the applicant at the above address. Orders shall be "firm offers" and not subject to withdrawal for not less than five business days after receipt by DENNIS EAST. Neither this agreement nor any purchase order may be modified, amended or terminated and no provision may be waived except by a writing signed by the party to be bound. The terms in this Application supersede any inconsistent provision in any purchase orders issued by Applicant. Oral waivers and oral changes of this document or of any order are void.

Each of the undersigned certifies that he, she or it has a financial interest in the Applicant, each is a principal, owner, member, partner, officer, director or shareholder of the Applicant. The statements made in the above Credit Application and in the accompanying financial statements are true, complete and correct and set for the financial condition of the Applicant on the date

hereof. They do not omit to state any material fact necessary to make the information complete and not misleading. We each understand that DENNIS EAST will rely thereon and upon our respective signatures below in making credit judgments concerning the Applicant.

To induce DENNIS EAST to extend credit to Applicant, I/we, individually, guarantee payment and performance by Applicant to DENNIS EAST, subordinate all claims that we may have against the Applicant to the Applicant's obligations to DENNIS EAST and assign to DENNIS EAST of all amounts and obligations now due and owing or owing or accruing from time to time in the future. We each waive notice of acceptance and reliance on this guaranty and commitment on our respective parts, notice of advancement of any credit, change in credit worthiness of the Applicant, release of goods, collateral or security for the payment by the Applicant of any sums due, and notice of default by Applicant. Our respective obligations shall not be affected, excused, modified or impaired upon the happening, from time to time of any event, act, or failure to act of the Applicant or of DENNIS EAST. No set-off, counterclaim or reduction of any obligation, or any defense of any kind or nature which I or we have or may have against Applicant or DENNIS EAST shall be available hereunder to me. If DENNIS EAST is ever requested to return or returns any monies paid to it based upon a claim of preference or fraudulent conveyance, each of us, jointly and severally, shall immediately pay equivalent sums plus costs of defense and settlement to DENNIS EAST in order to make it whole. Upon a default by Applicant on any obligation to DENNIS EAST, DENNIS EAST may proceed directly to enforce its rights hereunder and shall have the right to proceed against any or all of us, the Applicant or any other surety without proceeding with or exhausting any other remedies. We jointly and severally shall pay all costs, expenses, and fees, including reasonable attorney's fees, which may be incurred in enforcing this obligation of mine or protecting the DENNIS EAST's rights following any default on Applicant's part or on our part. We agree that a charge of 1.5% per month, or the highest rate permitted by law, whichever is less, shall be assessed on any amount due and owing by Applicant or any of us on any amounts due from Applicant or from any of us to DENNIS EAST until collected. I/we agree to pay all costs of collection (including, without limitation reasonable attorneys fees and disbursements) should counsel be consulted or retained with respect to collection, enforcement or interpretation of this guaranty or the obligations of the Applicant to DENNIS EAST. This commitment on our parts shall be binding upon us, our heirs, successors, assigns, representatives and survivors, and shall inure to the benefit of DENNIS EAST and its successors, assigns and affiliates. This guaranty shall be governed by and interpreted under the laws of Massachusetts applicable to contracts made and to be fully performed in such state. Disputes involving or relating to products sold by Dennis East to Applicant or to this guaranty, the Terms of Sale, any order, the breach hereof or thereof, shall be settled by arbitration in Boston, Massachusetts, in the English language before a panel of three neutral arbitrators applying Massachusetts law pursuant to the then rules of the American Arbitration Association. Judgment upon any award may be entered in any court having jurisdiction. If there are more than one of us signing this undertaking, the obligations of the undersigned shall be joint and several, and shall not be conditioned upon the execution or continuing obligation hereon by all or any specific number of the persons named below. The failure of any such persons to sign or to continue to be bound hereunder shall not release the others from their obligations. Oral modifications, oral waivers and purported oral terminations of this Guaranty are void. A writing signed by the parties to be bound shall be required for changes, termination or waivers.. This document may be executed in counterparts. It sets forth our entire understanding.

Signatures of Directors/Officers/Principals of Applicant:

(Print Name)

(Signature)

(Address)

(Date)

(Print Name)

(Signature)

(Address)

(Date)

(Print Name)

(Signature)

(Address)

(Date)