

MANUFACTURERS MARKETING Incorporated

TERMS AND CONDITIONS OF CREDIT AGREEMENT

In consideration of M.M.I ("Seller") agreement to make credit terms available to Buyer, with respect to the purchase of merchandise services, etc., Buyer and Seller agree as follows:

1. Seller shall send periodic billing showing the amount due on all credit purchases.
2. Buyer hereby grants Seller a security interest in all goods and materials sold by Seller. Further, Buyer hereby authorizes Seller to execute Uniform Commercial Code Financing Statements and other documents on behalf of Buyer for the purpose of perfecting such security interest.
3. Interest at the rate of 18% per annum (compounded annually) shall be applied to all outstanding balances not paid on or before 15 days after the due date, as set forth above.
4. A service charge of \$35.00 per item shall be charged for any dishonored checks paid on Buyer's account.
5. Upon default in payment of any invoice hereunder, the undersigned (signatories on behalf of Buyer), personally, individually, jointly, and severally, hereby unconditionally guarantees payment in full of all amounts due and owing Manufacturers Marketing Inc., now and in the future without demand, and without the necessity of Manufacturers Marketing pursuing and/or exhausting any remedies against the principal debtor. Further, Buyer shall pay all costs and expenses incurred by Seller in any collection efforts including, but not limited to, reasonable attorney fees, and court cost. This guarantee shall be continuing in nature and irrevocable.
6. This Agreement may be terminated for any reason and at any time by either party. Any Outstanding balance due, as of such termination shall be immediately payable.
7. Further, Buyer and individual guarantor(s) hereby consent and agree that the courts of the State of _____ shall have jurisdiction, at the option of Seller, for any action brought pursuant to this Agreement, or for any unpaid balance due Seller. Further, Buyer and guarantor(s) consent and agree to venue in _____.
8. This Credit Agreement may not be modified except in writing, executed by Seller.
9. This is a commercial credit transaction, not a consumer transaction.

I have read the above terms and conditions and agree to same.

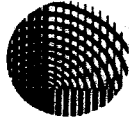
BUYER _____

BY _____, Title _____ Date _____
And,

BY _____, Title _____ Date _____

SELLER: Manufacturers Marketing Inc.

BY _____, Title _____ Date _____



MANUFACTURERS MARKETING Incorporated

Credit Application

Company Name _____ Date _____

Billing Address _____

Ship to Address _____

Telephone _____ Fax # _____

Contact Person _____

Year Established _____ Desired Credit Limit _____

Type of Firm (Circle One): Corporation/Partnership/Individual/Other

Tax Exempt # _____ Dunn & Bradstreet # _____

*** IF TAX EXEMPT PLEASE ATTACH TAX EXEMPT FORM TO APPLICATION**

REFERENCE:

Bank Name _____ Contact _____

Address _____

Telephone _____ Fax _____

Account # _____ Year Established _____

TRADE REFERENCES:

Name _____ Contact _____

Address _____

Telephone _____ Fax _____

Name _____ Contact _____

Address _____

Telephone _____ Fax _____

Name _____ Contact _____

Address _____

Telephone _____ Fax _____

Name _____ Contact _____

Address _____

Telephone _____ Fax _____

PLEASE READ BEFORE SIGNING:

I understand that by signing this application I agree to abide by your terms of sale.

I authorize you to contact the above listed references.

SIGNED _____ TITLE _____

NAME _____ DATE _____

(please print or type)

Form ST-105
(Rev. 3/84)

INDIANA GENERAL SALES TAX EXEMPTION CERTIFICATE
(May not be used as an AGRICULTURAL OR UTILITY EXEMPTION CERTIFICATE.)

Name _____ Account No. _____

Address _____ Date _____

BLANKET SINGLE PURCHASE DESCRIPTION OF ARTICLES _____

- Sale to Retailer, Wholesaler or Manufacturer for Resale Only.
- Sale of Manufacturing machinery, tools and equipment to be used directly in direct production.
- Sales to Not-For-Profit Organizations, claiming exempt purchases pursuant to bulletin #10.

NOTE: Many purchases by Not-For-Profit Organizations are subject to Sales Tax; therefore, purchaser is cautioned to read bulletin #10 before signing this certificate.

- Sales to Governmental units.
- Other (Explain) _____

I hereby certify under the penalties of perjury, that the property that is to be purchased by the use of this exemption certificate is to be used for an exempt purpose pursuant to the STATE GROSS RETAIL SALES TAX ACT.

Signed _____ Title _____

COMPANY EXEMPTION CERTIFICATES ARE NOT VALID FOR PERSONAL PURCHASES