

DONMAR ENTERPRISES, INC.

APPLICATION for CREDIT or CHECK ACCEPTANCE

TYPE or PRINT in ink. Illegible or incomplete applications will be returned. Signed original must be submitted prior to approval of credit or check acceptance.

COMPANY NAME		PHONE ()		FAX ()	
STREET ADDRESS		CITY		STATE	ZIPCODE
THIS COMPANY IS A: <input type="checkbox"/> SOLE PROPRIETORSHIP <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> CORPORATION UNDER THE LAWS OF THE STATE OF:					
1 OWNER, PARTNER or PRINCIPAL OFFICER		TITLE		SOCIAL SECURITY NUMBER	
HOME ADDRESS		CITY		STATE	ZIPCODE
2 OWNER's SPOUSE, PARTNER or OTHER OFFICER		TITLE		SOCIAL SECURITY NUMBER	
HOME ADDRESS		CITY		STATE	ZIPCODE

<input type="checkbox"/> RENT or <input type="checkbox"/> OWN BUILDING SINCE:	BLANKET CERTIFICATE OF RESALE
TYPE OF BUSINESS:	FLORIDA DEPARTMENT OF REVENUE, SALES TAX DIVISION
NUMBER OF YEARS IN BUSINESS:	This is to certify that all material, merchandise or goods purchased from DONMAR will be used: For resale as tangible personal property; or As a component part of other tangible personal property to be produced for sale by manufacturing or assembling; or Exported for sale or use outside the continental United States. This certificate is to continue in force until revoked.
NUMBER OF EMPLOYEES:	CERTIFICATE NUMBER: BY (authorized signature):
	X

TRADE REFERENCES (not required for C.O.D. accounts)				
COMPANY NAME	PHONE ()	FAX ()		S1
STREET ADDRESS	CITY	STATE	ZIPCODE	R1
COMPANY NAME	PHONE ()	FAX ()		S2
STREET ADDRESS	CITY	STATE	ZIPCODE	R2
COMPANY NAME	PHONE ()	FAX ()		S3
STREET ADDRESS	CITY	STATE	ZIPCODE	R3

BANK REFERENCE				
BANK NAME	PHONE ()	FAX ()		S4
STREET ADDRESS	CITY	STATE	ZIPCODE	R4
BUSINESS CHECKING ACCOUNT NUMBER:	BANK OFFICER'S NAME	<input type="checkbox"/> DESIRED CREDIT LINE: \$	<input type="checkbox"/> C.O.D. PREFERRED	

The undersigned [Undersigned] agrees: (i) the Undersigned individually and on behalf of the entity described above [Company] warrants that all the above information set forth above is true and complete, (ii) the Company agrees to pay all invoices sent to it by Donmar when due and to fully and timely comply with Donmar's Sales Terms and Company Policies as set forth on the reverse of this application [Invoice Terms], (iii) the Company agrees to pay a \$25 charge each time a check is returned unpaid to Donmar and to pay finance charges of 1.5% per month on all past due amounts, together with costs of collection (including reasonable attorney's fees), and (iv) the Company agrees that Donmar retains a purchase money security interest in all goods sold or shipped to the Company to secure all amounts due Donmar by the Company.

To induce Donmar to extend credit or company check payment privileges to the Company, the Undersigned is signing below on behalf of the Company and **also in the Undersigned's individual capacity** as the Undersigned does hereby personally guaranty to Donmar, full payment and performance when due and fully in accordance with the Invoice Terms, of all obligations of the Company to Donmar. The Undersigned will pay all costs incurred by Donmar (including reasonable legal fees) in enforcing this guaranty.

In the event of change of ownership of the above named company/corporation, then all amounts owed to Donmar are immediately due and payable. All amounts owed and not paid remain the responsibility of the original company and original owners under the terms of this credit application.

The Company and the Undersigned authorize Donmar to investigate references listed above and credit reporting services pertaining to both the Company's and the Undersigned's personal credit and financial responsibility. The Company and the Undersigned, individually, agree: (i) that any litigation arising from this application and/or any transaction between the Company and Donmar (as well as any action on the Undersigned's guaranty) must take place in courts located in Jacksonville, Duval County, Florida, and (ii) to submit to jurisdiction of such courts and waive any right to object to jurisdiction or venue in any action brought in such courts.

X						
1 OWNER, PARTNER, or Principal OFFICER (as identified above) Signed on behalf of the Company and in my individual capacity.	PRINT/TYPE NAME	DATE		WITNESS	Social Security Number (witness)	
X						
2 OWNER's Spouse, PARTNER, or Other OFFICER Signed on behalf of the Company and in my individual capacity.	PRINT/TYPE NAME	DATE		WITNESS	Social Security Number (witness)	

IN	CHK	CHK-DATE	OUT-DATE	CR1	CR2	CR3	CRB	CD	INIT	DATE	APPROVED	INIT	DATE

- SHADED AREAS ARE FOR DONMAR USE

- SHADED AREAS ARE FOR DONMAR USE ONLY -

TERMS & CONDITIONS

By ordering products from DONMAR, whether by written order or by telephone, Buyer agrees to the following terms and conditions:

WHO MAY BUY Possession of DONMAR's catalog or price list by individuals does not constitute an offer to sell. Orders by a recognized company are subject to acceptance by DONMAR Enterprises, Inc. DONMAR does not sell to individuals for do-it-yourself (DIY) installation. DONMAR products are intended for resale, installation and service by professionals.

PRICING All prices are quoted in U.S. Dollars and are subject to change without notice. Pricing is based on quantity purchased as shown in the price list for each product. Sizes and colors may be grouped within product categories to obtain quantity pricing for each order. Any quotation is given on the basis of the terms and conditions herein.

TERMS DONMAR's terms are Cash/Certified Check, prepaid or major credit card, unless open credit has been established for the buyer and approved by DONMAR. DONMAR accepts Mastercard, Visa, Discover and American Express. An original completed credit application/check approval form is required for DONMAR to accept payment by company check.

Buyer agrees to pay a \$25 charge for each check which is returned to DONMAR as unpaid due to insufficient funds or otherwise. All NSF checks will automatically be redeposited without prior written notification to do otherwise. In addition to normal restocking charges, there is an additional \$15 charge each time a shipment is returned to DONMAR undelivered due to refusal or for any other reason, except with prior written authorization from DONMAR or a damage notice from the carrier. These charges will be added to Buyer's account and are due immediately. Buyer authorizes DONMAR to execute a credit card charge slip for collection of such sums.

Buyer authorizes DONMAR to accept verbal purchase order authorization by telephone for goods and Buyer agrees to accept delivery of the goods ordered by telephone and to accept responsibility for all charges related to those goods. Invoices and packing lists are included with each shipment. DONMAR sends no invoices by mail. All charges are due immediately on receipt of invoice unless otherwise provided by the specific terms of each invoice or statement.

OPEN CREDIT An original completed credit application form is required to establish open credit. This form is subject to change without notice and Buyer is required to complete and return updated credit application form to maintain open account status. Buyer will be notified of credit line in writing upon approval by DONMAR's credit department.

Payments for all shipments sent on open account are due and payable on a Net 10 R.O.G. basis (net payment due 10 days after receipt of goods) unless other terms are agreed to in advance in writing by DONMAR and are shown on the invoice relating to the goods. Buyer agrees to pay a 1½% per month late fee on all past due balances. Accounts over 90 days past due will be turned over for collection. Buyer agrees to pay all of DONMAR's costs of collection (including legal fees). Whether or not an invoice has otherwise become due, all invoices will become immediately due and payable in the event of buyer insolvency, the filing by or against Buyer of any insolvency proceedings or similar proceedings or bulk sale or transfer of all or any substantial portion of Buyer's assets.

TITLE: SECURITY INTEREST DONMAR retains title to, and retains a purchase money security interest in, all goods sold by DONMAR and all proceeds and products thereof to secure payment in full of the purchase price and all related charges as to those goods and any other amounts due by buyer to DONMAR. Buyer agrees not to pledge, encumber or grant a security interest in any goods purchased from DONMAR and in which DONMAR retains a security interest. Buyer also grants DONMAR or its authorized agents the right, at any time after any amounts due to DONMAR are past due, to enter into Buyer's premises and recover all goods subject to DONMAR's security interest and waives any claims against DONMAR or its representatives for trespassing in that process. Buyer hereby authorizes DONMAR to sign and record on behalf of Buyer, financing statements or other evidence of DONMAR's title and security interest therein.

MINIMUM ORDER Orders totalling less than \$35⁰⁰ are subject to a \$5⁰⁰ handling charge.

FREIGHT POLICY All shipments are F.O.B. DONMAR's location in Jacksonville, Florida. Truck shipments are sent freight collect. Parcel shipments are prepaid and the freight charges are added to the invoice.

FREIGHT CLAIMS Claims for loss or damage in transit must be filed immediately. Claims for shortages or errors in shipment must be made to DONMAR in writing within 3 business days from receipt of the shipment and sent via mail or facsimile transmission. *INSPECT ALL SHIPMENTS UPON RECEIPT!*

RETURNS All sales are considered final. Absolutely no merchandise may be returned without prior authorization from DONMAR. Authorized returns must be shipped PREPAID and must be properly packed in original cartons. Returns, other than for warranty or errors in shipment, are subject to a 25% restocking and repackaging charge. DONMAR will issue a merchandise credit (less restocking fees) toward future purchases for authorized returns received in good condition.

LIMITED WARRANTY DONMAR Enterprises, Inc. warrants DONMAR products against defective materials and workmanship, when properly installed by an Authorized Professional Installation Center, subject to normal use, solely to the original retail purchaser for the expressly stated warranty period for each DONMAR product. In no event will DONMAR's warranty extend beyond 1 year from the date of DONMAR's invoice relating to the goods in question, or such period as is specified for those goods. Glass breakage is not covered under warranty.

In the event any covered defect is discovered within the specified period, the owner must, at his/her own expense, bring the vehicle to any DONMAR Authorized Installation Center for correction.

DONMAR, will repair or replace [at our option] parts considered defective and subject to such warranty coverage, provided that they were not damaged by alteration, improper use or application, or neglect. It is the responsibility of the installation center to perform all warranty services.

This warranty does not apply to any DONMAR product which has been subject to: abuse, misuse, improper use or application, negligence, neglect, accident, flood, fire, or acts of God, nor does it cover loss of time, inconvenience, use of the vehicle, or any other indirect or consequential damages. This warranty is void if repairs have been made or attempted by unauthorized parties. Under no circumstances will labor or installation charges be reimbursed by DONMAR. *NO OTHER EXPRESSED OR IMPLIED WARRANTIES ARE GIVEN INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.*

No drawings, photographs, instructions, dimensions, specifications, advertisements, brochures or other descriptive matter issued by DONMAR or the product manufacturer shall be regarded as a warranty or representation relating to the goods.

LIABILITY NOTWITHSTANDING ANYTHING CONTAINED IN THESE TERMS AND CONDITIONS OR IN ANY OTHER MATERIAL RELATING TO THE GOODS TO THE CONTRARY, DONMAR'S LIABILITY ON DEFECTIVE MERCHANDISE IS LIMITED TO REPAIR OR REPLACEMENT OF ITEMS FOUND TO BE DEFECTIVE, AND DONMAR SHALL IN NO EVENT BE LIABLE FOR ANY INCIDENTAL OR OTHER DAMAGES AS A RESULT OF ANY SUCH DEFECT.

Parts considered defective are subject to return for inspection by DONMAR, prior to issuance of any warranty credit.

Some products offered for sale by DONMAR are warranted by the manufacturer. DONMAR shall neither accept or assume liability in connection with products covered only by the manufacturer's limited warranty.

It shall be the responsibility of the installer to determine suitability of each product for the intended use. The installer shall assume all risks and liability in connection with the installation of that product. Buyer shall indemnify and hold harmless, DONMAR and all employees, representatives or agents thereof against any and all liability to third parties, arising from or in connection with the purchase, handling, installation, use or disposition of DONMAR products by Buyer.

DISCLAIMER Every effort has been made to eliminate errors in our price lists, catalog and literature prior to printing. However, we disclaim responsibility for any printing errors in prices, specifications or applications.

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