



CUSTOMER AGREEMENT AND CREDIT APPLICATION

Send the completed form to:	FAX	(972) 242-5224	E-MAIL	Attn: New Customer Information orders@exusshutters.com
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<input type="checkbox"/> NEW ACCOUNT	<input type="checkbox"/> INFORMATION CHANGE
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ACCOUNT NAME (CUSTOMER)		TRADE NAME OR BUSINESS NAME (DBA)	
SHIPPING ADDRESS		BILLING ADDRESS	
CITY		CITY	
STATE		STATE	
ZIP		ZIP	
PHONE		PRIOR COMPANY NAME (IF CHANGED WITHIN 5 YEARS)	
FAX		NAME OF PARENT COMPANY (IF A SUBSIDIARY)	
E-MAIL			

CUSTOMER TYPE			
<input type="checkbox"/> RETAIL	<input type="checkbox"/> DISTRIBUTOR	<input type="checkbox"/> WHOLESALE	<input type="checkbox"/> OTHER _____
TAXPAYER IDENTIFICATION NUMBER (EIN/ SSN)			
SELLER'S/ RESALE PERMIT NO. (IF APPLICABLE)			
TAX EXEMPTION CERTIFICATE (see below)			
ACCOUNTS PAYABLE CONTACT			
PHONE		FAX	

IF TAX EXEMPT PLEASE ATTACH CERTIFICATE WITH THIS FORM. Is form attached? <input type="checkbox"/> YES <input type="checkbox"/> NO	TO BE MAILED BY (Date): _____ FINANCIAL STATEMENT ATTACHED? <input type="checkbox"/> YES <input type="checkbox"/> NO
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TRADE REFERENCES			
Reference 1		Reference 2	
NAME		NAME	
ADDRESS		ADDRESS	
CITY		CITY	
STATE		STATE	
ZIP		ZIP	
TEL		TEL	
FAX		FAX	

TRADE REFERENCES (continued)		
Reference 3		Comments
NAME		
ADDRESS		
CITY		
STATE		
ZIP		
TEL		
FAX		

ESTIMATED MONTHLY ORDER VOLUME	\$
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EXUS SALESPERSON		Date
FAX. NO		
EXUS SALES MANAGER		Date

TERMS & CONDITIONS

To establish credit with Exus, Shutters ("**Exus**"), all Customers are requested to complete and sign our Customer Agreement and Credit Application. This information will be used exclusively by the Exus Credit Department and will be held in confidence within Exus. Additionally, at its sole discretion, Exus may require a personal guaranty be filled out.

In consideration of any extension of credit, it is understood that all invoices shall be due and payable in accordance with the terms of sale. Payment in advance or other payment arrangements may be required. When an account becomes delinquent, and Exus determines, in its sole discretion, that a Customer's credit investigation precludes the extension of credit or a Customer desires shipment before a normal investigation has been completed, the terms are subject to change.

- Post maturity charges may be assessed on any invoice payment not received within the terms as specified on the invoice.
- No returns will be accepted under any condition without prior written approval of Exus. Freight charges for returned merchandise may be at Customer's expense.
- No payment deductions will be accepted under any condition without prior written approval.

By signing this Customer Agreement and Credit Application, Customer agrees to be bound by the Terms and Conditions attached hereto and those terms set forth on Exus quotations, acknowledgments, invoices and other correspondence. If legal action by Exus is initiated to enforce the terms of this Agreement, Customer agrees to pay such costs and expenses, including attorney's fees.

Signature: _____

Printed Name: _____

Date: _____

AUTHORIZATION FOR RELEASE OF CREDIT INFORMATION & RESALE CERTIFICATE

Customer authorizes the release of its credit information to a service agency for the purpose of establishing an account with Exus, Shutters ("Exus"). Additionally, by signing this Customer Agreement and Credit Application, Customer asks that an account be opened on its behalf. In the event an account is opened in Customer's name, Customer agrees to the following conditions:

1. If the account becomes delinquent, Exus reserves the right to accelerate and demand payment of the balance in full, together with all accrued interest, late charges and costs of collection.
2. In the event of default, Customer agrees to be liable for all amounts due therein and to pay all reasonable attorneys' fees and costs incurred by Exus to collect all amounts due.

Customer hereby certifies that the information contained herein is complete and accurate and may be verified as needed. This certificate is for the purchase of custom window treatment from Exus. If Customer is purchasing goods for resale, Customer will attach to this Customer Agreement and Credit Application a properly completed resale permit. In such event, Customer certifies that it will resell the items set forth in any purchase order between Customer and Exus in the regular course of Customer's business operations, and Customer will do so prior to making any use of the items other than demonstration and display while holding the items for sale in the regular course of business. Customer acknowledges that if it uses such purchased items in any manner other than just described, Customer will owe use and sales tax based on each item's purchase price or as otherwise provided by law. Any Customer Agreement and Credit Application received by Exus which is not accompanied by a properly completed resale permit will be deemed a taxable account.

Customer (Please Print): _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

PERSONAL GUARANTY

This Guaranty (this "Guaranty"), dated effective as of _____, is made by _____, an individual ("Guarantor"), for the benefit of Exus Shutters, a Texas based LLC (together with its successors and assigns, "Lender").

Lender and _____, a _____ corporation DBA _____ ("Borrower"), are parties to a Credit Limit or Line of Credit Agreement of even date herewith (as the same may be amended, supplemented or restated from time to time, the "Credit Limit Agreement") pursuant to which Lender may make advances and extend other financial accommodations to Borrower.

As a condition to extending such credit to Borrower, Lender has required the execution and delivery of this Guaranty.

Guarantor therefore agrees as follows:

1. **Definitions.** All terms defined in the Credit limit Agreement that are not otherwise defined herein shall have the meanings given them in the Credit limit Agreement.
2. **Obligations Guaranteed.** Guarantor hereby absolutely and unconditionally guarantees to Lender the full and prompt payment and performance when due, whether at maturity or earlier by reason of acceleration or otherwise, of (i) all Carve-Out Liabilities and all Collection Costs and (ii) following the occurrence of any Full Recourse Event, 100% of Borrower's obligations to Lender, including all principal, interest and all other amounts payable by Borrower under the Credit limit Documents.
3. **Guarantor's Representations and Warranties.** Guarantor represents and warrants to Lender that Guarantor has a direct and substantial economic interest in Borrower and expects to derive substantial benefits there from and from any Credit Limits/Line of Credit on purchasing Lender's products or goods, credit transactions, financial accommodations, discounts, and other transactions and events resulting in the creation of the Obligations guaranteed hereby.
4. **Unconditional Nature.** No act or thing need occur to establish Guarantor's liability hereunder, and no act or thing, except full payment and discharge of all of the Obligations, shall in any way exonerate Guarantor hereunder or modify, reduce, limit or release Guarantor's liability hereunder. This is an absolute, unconditional and continuing guaranty of payment of the Obligations and shall continue to be in force and be binding upon Guarantor, whether or not all of the Obligations are paid in full, until this Guaranty is revoked prospectively as to future transactions, by written notice actually received by Lender, and such revocation shall not be effective as to the amount of Obligations existing or committed for at the time of actual receipt of such notice by Lender, or as to any renewals, extensions, refinancing or refunding thereof.
5. **Death or Insolvency of Guarantor.** The bankruptcy of Guarantor shall not revoke this Guaranty. If Guarantor dies or becomes insolvent (however defined), then Lender shall have the right to declare immediately due and payable and Guarantor will pay to Lender, the full amount of all of the Obligations whether due and payable or unmetered. If Guarantor voluntarily commences or there is commenced involuntarily against Guarantor a case under the United States Bankruptcy Code, the full amount of all Obligations, whether due and payable or unmetered, shall be immediately due and payable without demand or notice thereof.
6. **Subrogation.** Guarantor hereby waives all rights that Guarantor may now have or hereafter acquire, whether by subrogation, contribution, reimbursement, recourse, exoneration, contract or otherwise, to recover from Borrower or from any property of Borrower any sums paid under this Guaranty. Guarantor will not exercise or enforce any right of contribution to recover any such sums from any person who is a co-obligor with Borrower or a guarantor or surety of the Obligations or from any property of any such person until all of the Obligations shall have been fully paid and discharged.
7. **Subordination.** Guarantor agrees that the Obligations, whether now existing or hereafter created, shall be superior to any claim that Guarantor may now have or hereafter acquire against Borrower, whether or not Borrower becomes insolvent. Guarantor hereby expressly subordinates any claim Guarantor may have against Borrower, upon any account whatsoever, to any claim that Lender may now or hereafter have against Borrower. In the event of insolvency and consequent liquidation of the assets of Borrower, through bankruptcy, by an assignment for the benefit of creditors, by voluntary liquidation, or otherwise, the assets of Borrower applicable to the payment of the claims of both Lender and Guarantor shall be paid to Lender and shall be first applied by Lender to the Obligations. Guarantor does hereby assign to Lender all claims that it may have or acquire against Borrower or against any assignee or trustee in bankruptcy of Borrower; provided, however, that such assignment shall be effective only for the purpose of assuring to Lender full payment in legal tender of the Obligations. If Lender so requests, any notes or credit agreements now or hereafter evidencing any debts or obligations of Borrower to Guarantor shall be marked with a legend that the same are subject to this Guaranty and shall be delivered to Lender. Guarantor agrees, and Lender is hereby authorized, in the name of Guarantor, from time to time, to file financing statements and continuation statements and to execute documents and to take such other actions as Lender deems necessary or appropriate to perfect, preserve and enforce its rights under this Guaranty.
8. **Enforcement Expenses.** Guarantor will pay or reimburse Lender for all costs, expenses and attorneys' fees paid or incurred by Lender in endeavoring to collect and enforce the Obligations and in enforcing this Guaranty.
9. **Lender's Rights.** Lender shall not be obligated by reason of its acceptance of this Guaranty to engage in any transactions with or for Borrower. Whether or not any existing relationship between Guarantor and Borrower has been changed or ended and whether or not this Guaranty has been revoked, Lender may enter into transactions resulting in the creation or continuance of the Obligations and may otherwise agree, consent to or suffer the creation or continuance of any of the Obligations, without any consent or approval by Guarantor and without any prior or subsequent notice to Guarantor. Guarantor's liability shall not be affected or impaired by any of the following acts or things (which Lender is expressly authorized to do, omit or suffer from time to time, both before and after revocation of this Guaranty, without consent or approval by or notice to Guarantor):
 - (a) Any acceptance of collateral security, guarantors, accommodation parties or sureties for any or all of the Obligations;
 - (b) one or more extensions or renewals of the Obligations (whether or not for longer than the original period) or any modification of the interest rates, maturities, if any, or other contractual terms applicable to any of the Obligations or any amendment or modification of any of the terms or provisions of any Credit limit agreement or other agreement under which the Obligations or any part thereof arose;
 - (c) any waiver or indulgence granted to Borrower, any delay or lack of diligence in the enforcement of the Obligations or any failure to institute proceedings, file a claim, give any required notices or otherwise protect any of the Obligations;
 - (d) any full or partial release of, compromise or settlement with, or agreement not to sue, Borrower or any guarantor or other person liable in respect of any of the Obligations;
 - (e) Any release, surrender, cancellation or other discharge of any evidence of the Obligations or the acceptance of any instrument in

PERSONAL GUARANTY (CONTINUED)

renewal or substitution therefore;

- (f) any failure to obtain collateral security (including rights of setoff) for the Obligations, or to see to the proper or sufficient creation and perfection thereof, or to establish the priority thereof, or to preserve, protect, insure, care for, exercise or enforce any collateral security;
- (g) any modification, alteration, substitution, exchange, surrender, cancellation, termination, release or other change, impairment, limitation, loss or discharge of any collateral security;
- (h) Any collection, sale, lease or disposition of, or any other foreclosure or enforcement of or realization on, any collateral security;
- (i) Any assignment, pledge or other transfer of any of the Obligations or any evidence thereof;
- (j) Any manner, order or method of application of any payments or credits upon the Obligations; and
- (k) Any election by Lender under Section 1111(b) of the United States Bankruptcy Code.

10. Waivers by Guarantor. Guarantor waives any and all defenses and discharges available to a surety, guarantor or accommodation co-obligor. Guarantor waives any and all defenses, claims, setoffs and discharges of Borrower, or any other obligor, pertaining to the Obligations, except the defense of discharge by payment in full. Without limiting the generality of the foregoing, Guarantor will not assert, plead or enforce against Lender any defense of waiver, release, discharge or disallowance in bankruptcy, statute of limitations, res judicata, statute of frauds, anti-deficiency statute, fraud, incapacity, minority, usury, illegality or unenforceability which may be available to Borrower or any other person liable in respect of any of the Obligations, or any setoff available against Lender to Borrower or any other such person, whether or not on account of a related transaction. Guarantor expressly agrees that Guarantor shall be and remain liable for any deficiency remaining after foreclosure of any mortgage or security interest securing the Obligations, whether or not the liability of Borrower or any other obligor for such deficiency is discharged pursuant to statute or judicial decision. The liability of Guarantor shall not be affected or impaired by any voluntary or involuntary liquidation, dissolution, sale or other disposition of all or substantially all of the assets, marshalling of assets and liabilities, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, arrangement, composition or readjustment of, or other similar event or proceeding affecting, Borrower or any of its assets. Guarantor will not assert, plead or enforce against Lender any claim, defense or setoff available to Guarantor against Borrower. Guarantor waives presentment, demand for payment, notice of dishonor or nonpayment and protest of any instrument evidencing the Obligations. Lender shall not be required first to resort for payment of the Obligations to Borrower or other persons, or their properties, or first to enforce, realize upon or exhaust any collateral security for the Obligations, before enforcing this Guaranty.

11. If Payments Set Aside, etc. If any payment applied by Lender to the Obligations is thereafter set aside, recovered, rescinded or required to be returned for any reason (including, without limitation, the bankruptcy, insolvency or reorganization of Borrower or any other obligor), the Obligations to which such payment was applied shall for the purpose of this Guaranty be deemed to have continued in existence, notwithstanding such application, and this Guaranty shall be enforceable as to such Obligations as fully as if such application had never been made.

12. Additional Obligation of Guarantor. Guarantor's liability under this Guaranty is in addition to and shall be cumulative with all other liabilities of Guarantor to Lender as guarantor, surety, endorser, accommodation co-obligor or otherwise of any of the Obligations or obligation of Borrower, without any limitation as to amount, unless the instrument or agreement evidencing or creating such other liability specifically provides to the contrary.

13. Financial Information. Guarantor will deliver to Lender all financial information concerning Guarantor required to be delivered under the Credit limit Agreement. Guarantor acknowledges and agrees that Lender may at any time and from time to time without notice to the Guarantor, investigate the Guarantor's (or if the Guarantor is a trust, the trustee for Guarantor) background, personal and credit history and perform other due diligence concerning the Guarantor and his creditworthiness and, in its discretion, conduct an "investigative consumer report" (as defined in the Fair Credit Reporting Act) which may include, among other things, interviews with persons acquainted with the Guarantor, and other potentially intrusive investigative techniques.

14. No Duties Owed by Lender. Guarantor acknowledges and agrees that Lender (a) has not made any representations or warranties with respect to, (b) does not assume any responsibility to Guarantor for, and (c) has no duty to provide information to Guarantor regarding, the enforceability of any of the Obligations or the financial condition of Borrower or any guarantor. Guarantor has independently determined the creditworthiness of Borrower and the enforceability of the Obligations and until the Obligations are paid in full will independently and without reliance on Lender continue to make such determinations.

15. Miscellaneous.

15.1 Notices. Except as otherwise specified herein, any notice, consent, request or other communication required or permitted to be given hereunder shall be in writing, addressed to the other party as set forth below such party's signature to this Guaranty or below for Lender (or to such other address or person as either party or person entitled to notice may by notice to the other party specify), and shall be: (a) personally delivered; (b) delivered by Federal Express or other comparable overnight delivery service; or (c) transmitted by United States certified mail, return receipt requested with postage prepaid.

If to the Lender: Exus, Shutters, 1221 Champions Cr. Suite 115, Carrollton, TX 75006

Attention: Edward Mitcher, National Sales Manager

All such notices and communications shall have been duly given and shall be effective: (i) when delivered; (ii) the Business Day following the day on which the same has been delivered prepaid (or pursuant to an invoice arrangement) to a reputable national overnight air courier service; or (iii) the third Business Day following the day on which the same is sent by certified or registered mail, postage prepaid.

15.2 No Oral Amendments. This Guaranty may not be modified, amended, waived, extended, changed, discharged or terminated orally or by any act or failure to act on the part of Guarantor or Lender, but only by an agreement in writing signed by the party against whom enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought.

15.3 Counterparts; Effectiveness. This Guaranty and any amendments, waivers, consents or supplements may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which, when so executed and delivered, shall be deemed an original, but all of which counterparts together shall constitute but one agreement. Delivery of an executed counterpart of a signature page to this Guaranty by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart signature page.

15.4 Successors and Assigns. The terms and conditions of this Guaranty shall be binding upon Guarantor and Guarantor's successors, assigns and legal representatives.

15.5 Time of the Essence. Time is of the essence of this Guaranty.

15.6 Severability. If any term, covenant or condition of this Guaranty is held to be invalid, illegal or unenforceable in any respect, this

PERSONAL GUARANTY (CONTINUED)

Guaranty shall be construed without such provision.

15.7 Governing Law; Jurisdiction; Etc.

15.7.1 Governing Law. The laws of the State where the Property is located will govern this Guaranty and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Guaranty and the transactions contemplated hereby and thereby.

15.7.2 Submission to Jurisdiction. Guarantor irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind whatsoever, whether in law or equity, or whether in contract or tort or otherwise, against Lender in any way relating to this Guaranty or the transactions contemplated hereby, in any forum other than the courts of the State sitting in the County where the Property is located, and of the United States District Court of the district where the Property is located, and any appellate court from any thereof, and each of the parties hereto irrevocably and unconditionally submits to the jurisdiction of such courts and agrees that any such action, litigation or proceeding may be brought in any such State court or, to the fullest extent permitted by applicable law, in such federal court. Each of the parties hereto agrees that a final judgment in any such action, litigation or proceeding will be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

Nothing herein will affect any right that Lender may otherwise have to bring any action or proceeding relating to this Guaranty against Guarantor or its properties in the courts of any jurisdiction.

15.7.3 Waiver of Venue. Guarantor irrevocably and unconditionally waives, to the fullest extent permitted by applicable law, any objection that it may now or hereafter have to the laying of venue of any action or proceeding arising out of or relating to this Guaranty in any such court referred to in Section 15.7.2. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by applicable law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

15.7.4 Service of Process. Guarantor irrevocably consents, to the fullest extent permitted by applicable law, to the service of process in the manner provided for notices in Section 15.1 and agrees that nothing herein will affect the right of any party hereto to serve process in any other manner permitted by applicable law.

15.8 Waiver of Jury Trial. TO THE MAXIMUM EXTENT PERMITTED BY LAW, GUARANTOR HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THE CREDIT LIMIT OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT, OR ANY OF THE CREDIT LIMIT DOCUMENTS OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENT (WHETHER VERBAL OR WRITTEN) OR ACTION OF GUARANTOR OR LENDER. THIS PROVISION IS A MATERIAL INDUCEMENT FOR LENDER'S MAKING OF THE CREDIT LIMIT.

16. State-Specific Provisions.

16.1 Principles of Construction. In the event of any inconsistencies between the terms and conditions of this Section and the other terms and conditions of this Agreement, the terms and conditions of this Section shall control and be binding.

16.2 Guarantor further waives: (i) any defense to the recovery by Lender against Guarantor of any deficiency or otherwise to the enforcement of this Guaranty or any security for this Guaranty based upon the election by Lender of any remedy against Guarantor or Borrower, including the defense to enforcement of this Guaranty (the so-called "Grady" defense) which, absent this waiver, Guarantor would have by virtue of an election by Lender to conduct a non-judicial foreclosure sale (also known as a "trustee's sale") of any real property security for the Obligations, it being understood by Guarantor that any such non-judicial foreclosure sale will destroy, by operation of California Code of Civil Procedure ("CCP") Section 580d, all rights of any party to a deficiency judgment against Borrower and, as a consequence, will destroy all rights that Guarantor would otherwise have (including the right of subrogation, the right of reimbursement, and the right of contribution) to proceed against Borrower; (ii) any defense or benefits that may be derived from CCP Sections 580a, 580b, 580d or 726, or comparable provisions of the laws of any other jurisdiction and all other anti-deficiency and one form of action defenses under the laws of California and any other jurisdiction; and (iii) any right to a fair value hearing under CCP Section 580a, or any other similar law, to determine the size of any deficiency owing (for which Guarantor would be liable hereunder) following a non-judicial foreclosure sale.

16.3 Without limiting the foregoing or anything else contained in this Guaranty, Guarantor waives all rights and defenses that Guarantor may have because the Obligations are secured by real property. This means among other things:

16.3.1 that Lender may collect from Guarantor without first foreclosing on any real or personal property collateral pledged by Borrower; and

16.3.2 if Lender, forecloses on any real property collateral pledged by Borrower: (A) the amount of the Obligations may be reduced only by the price for which that collateral is sold at the foreclosure sale, even if the collateral is worth more than the sale price; and

16.3.3 Lender may collect from Guarantor even if Lender, by foreclosing on the real property collateral for Lenders' benefit, has destroyed any right Guarantor may have to collect from Borrower.

This is an unconditional and irrevocable waiver of any rights and defenses that Guarantor may have because the Obligations are secured by real property. These rights and defenses include, but are not limited to, any rights or defenses based upon Sections 580a, 580b, 580d, or 726 of the CCP.

16.4 Guarantor waives all rights and defenses arising out of an election of remedies by Lender, even though that election of remedies, such as a nonjudicial foreclosure with respect to security for a guaranteed obligation, has destroyed Guarantor's rights of subrogation and reimbursement against Borrower by operation of Section 580d of the CCP or otherwise.

16.5 Guarantor waives Guarantor's rights of subrogation and reimbursement, including (i) any defenses Guarantor may have by reason of an election of remedies by Lender, and (ii) any rights or defenses Guarantor may have by reason of protection afforded to Borrower with respect to the Obligations pursuant to the anti-deficiency or other laws of California limiting or discharging Borrower's obligations, including Sections 580a, 580b, 580d or 726 of the CCP.

16.6 Guarantor waives any rights, defenses and benefits that may be derived from Sections 2787 to 2855, inclusive, of the California Civil Code or comparable provisions of the laws of any other jurisdiction and further waives all other suretyship defenses Guarantor would otherwise have under the laws of California or any other jurisdiction.

16.7 No provision or waiver in this Guaranty shall be construed as limiting the generality of any other provision or waiver contained in this Guaranty. All of the waivers contained herein are irrevocable and unconditional and are intentionally and freely made by Guarantor.

16.8 Borrower's waiver of any right to have a trial by jury in respect of the Credit Limit Agreement, this Guaranty, or any Credit Limit Document is provided to the maximum extent permitted by law.

(signature page to follow)

PERSONAL GUARANTY (CONTINUED)

Guarantor has executed this Guaranty to be effective as of the date stated in the introductory clause.

Signature: _____

Date: _____

Address: _____

CREDIT CARD AUTHORIZATION

(complete if applicable)

Company Name (the "Company"): _____ Date: _____ Customer Number: _____

I, the undersigned cardholder, hereby authorize Exus, Shuttters ("Exus") to automatically use the payment type below on orders placed and for payments on account. After payment is automatically submitted, I understand that Exus will provide a receipt showing the order number and that payment was submitted with respect to such order. I also understand that orders may only be modified within 24 hours following being placed into production. This is an open authorization to allow debits to the account set forth below for deposits and balances due on the Company's account or future orders.

Credit Card Information:

Company Name: _____ Cardholder Name: _____

Billing Address: _____

Credit Card Number: _____ Expiration Date: _____ Security Code/CVV#: _____

Card Type: Visa Mastercard

I have read and agree to all of the terms and conditions on this page and any other contract or document that accompanies the Customer Agreement and Credit Application to which this authorization form is attached. I certify that I am the authorized holder of the credit card referenced herein.

Signature: _____

Printed Name: _____

Date: _____

CHECK DRAFT/ACH PAYMENT AUTHORIZATION

(complete if applicable)

Company Name (the "Company"): _____ Date: _____ Customer Number: _____

I, the undersigned, hereby authorize Exus, Shuttters ("Exus") to duplicate the attached or any check provided in the future by the undersigned in bank draft form. This authority will remain in effect until Exus is notified by the undersigned in writing to cancel it upon such advance notice as to afford Exus and the financial institution listed below a reasonable opportunity to act upon it. A NSF fee of \$35.00, or the maximum returned check charged allowed in the undersigned's state, will be charged for any check returned due to insufficient funds. I also understand that orders may only be modified within 24 hours following being placed into production. This is an open authorization to allow debits to the account set forth below for deposits and balances due on the Company's account or future orders.

Bank Information::

Financial Institution Name: _____

Address: _____

Routing #: _____ Account #: _____

Please attached a voided check for the account to be debited.

I have read and agree to all of the terms and conditions on this page and any other contract or document that accompanies the Customer Agreement and Credit Application to which this authorization form is attached. I certify that I am an authorized signatory on the account referenced herein.

Signature: _____

Printed Name: _____

Date: _____

TERMS AND CONDITIONS OF PRODUCTS AND SERVICES

NOTICE: THESE TERMS AND CONDITIONS SHALL GOVERN OVER AND OVERRIDE ALL TERMS AND CONDITIONS THAT ARE PART OF AN ORDER ACKNOWLEDGEMENT AND OR INVOICE ISSUED HEREUNDER, AND ALL DIFFERENT, ADDITIONAL, OR CONTRADICTORY TERMS AND CONDITIONS THAT ARE PART OF AN ORDER ACKNOWLEDGEMENT AND OR INVOICE SHALL BE NULL AND VOID AND OF NO FORCE AND EFFECT. ANY TERMS OR CONDITIONS OFFERED BY CUSTOMER THAT ARE DIFFERENT OR IN CONTRADICTION TO THE TERMS AND CONDITIONS SET FORTH HEREIN ARE HEREBY REJECTED BY SELLER AND SHALL BE DISREGARDED IN THEIR ENTIRETY. SALES OF ANY PRODUCTS OR SERVICES IS EXPRESSLY CONDITIONED ON CUSTOMER'S ASSENT TO THESE TERMS AND CONDITIONS.

- 1. Freight Routing, Risk of Loss, Delays.** All goods, materials and/or services, as applicable (collectively, the "Goods"), purchased pursuant to any purchase agreement or order between Exus, Shutters ("Seller") and Customer (the "Order") shall be delivered by Seller to Customer's address as set forth in Customer's Customer Agreement and Credit Application unless otherwise specified on the face of the Order. Unless otherwise indicated on the face of the Order, title, liability for, and risk of loss as to such Goods, as applicable, shall pass to Customer upon shipment from Seller. Customer's payment of the purchase price for the Order shall be deemed acceptance of all of the terms and conditions set forth herein.
- 2. Packaging.** Goods to be furnished for this order shall be shipped by Seller in accordance with Seller's standard shipping practices at Seller's producing locations. Customer shall pay the costs of any specialized packing, crating, freight express or cartage requested by Customer, as may be required by law, or if the Goods require specialized packaging. Seller's weight and count calculations are conclusive.
- 3. Inspection.** After receipt of Goods, Customer shall have 5 days to inspect the Goods and report in writing any deficiencies or damage. Payment for Goods shall constitute acceptance of all of the Goods. Customer must notify Seller in writing within 5 days after receipt of the Goods of any non-conformance or rejection of all or any portion of the Goods. Customer shall be responsible for the cost of shipment to Seller of any non-conforming or rejected Goods. Upon receipt of the non-conforming Goods, Seller will inspect such Goods to determine whether the Goods are non-conforming through no fault of Customer. If Seller concludes, in its sole discretion, that the Goods are non-conforming through no fault of Customer, Seller will ship replacement Goods to Customer in accordance with the terms and conditions herein, at Seller's cost. Customer may, at its option, purchase substitute Goods in lieu of rejected Goods, and Customer shall pay any difference in the cost of such Goods.
- 4. Warranty.** Seller warrants only to Customer that the Goods meet Seller's standard specifications for such Goods as in effect on the date of shipment or such other specifications as are expressly agreed to in writing on the face of the Order. Seller warrants only to Customer that the use or sale of the Goods do not, to Seller's knowledge, infringe upon the claims of any validly issued United States patent covering the Goods themselves. Certain Goods may also be covered by that certain limited warranty which can be found at <http://exusshutters.com>. The limited warranty may be amended by Seller at any time and from time to time, in Seller's sole discretion, and the limited warranty in effect as of the date of the applicable Order shall control, both as to the covered Goods and the terms and conditions set forth therein. Except as expressly stated in the preceding sentences, Seller makes no express or implied warranty (including, without limitation, the warranties of merchantability, fitness for a particular purpose or arising from any course of dealing or trade usage) regarding the Goods. Seller does not warrant against infringement of any filed or pending intellectual property rights due to the use of the Goods in combination with other products or materials, or in the operation of any process, or the compliance by Customer, with any specifications provided to Customer by Seller.
- 5. Notice of Claim.** Failure of Customer to give notice of any claim in respect of the Goods within 5 days from the date of delivery of the Goods, or the date fixed for delivery in the case of non-delivery, shall constitute a waiver by Customer of all claims in respect of the Goods delivered or not delivered, as the case may be. The Goods shall not be returned to Seller without written confirmation by Seller, and then only in the manner specified by Seller.
- 6. Proprietary Rights.** Customer shall defend and hold Seller harmless against all liability, loss and expense (including legal fees and costs) arising out of any claim of infringement or misappropriation of (i) any patent covering the Goods or use thereof, or the process for making the Goods or (ii) any copyright, trademark, trade secret, or other proprietary right.
- 7. Remedies.** Customer's exclusive and sole remedy for any claim shall be a repair or remake of defective goods. In no event will Seller's liability exceed the repair or replacement of goods deemed to be defective. Without limiting the foregoing, Seller shall not be liable to Customer for special, indirect, incidental, punitive, or consequential damages.
- 8. Advertising.** Customer shall not use the name, trade name, trademarks, service marks, or logos owned by Seller in any publicity releases, news releases, annual reports, product packaging, signage, stationery, print literature, advertising or websites without securing the prior written approval of the Seller. Customer shall not, without prior written consent of Seller, represent, directly or indirectly, that any product or service offered by Customer has been approved or endorsed by Seller. If Seller approves the use of its exclusive trademark, Customer will reproduce the trademark distinctively, accurately and consistently. Seller reserves the right to review and provide final approval of any material produced with approved use of the Seller's brand name, registered trademarks, service marks or logos.
- 9. Labeling & Literature.** Customer acknowledges that it has received and is familiar with Seller's labeling and literature related to the Goods. Customer will provide all applicable labeling and literature information to Customer's employees, agents, and end-user customers, who may handle, process, sell or use the Goods and advise such parties to familiarize themselves with such information and include it in any product in which all or a portion of the Goods are used.
- 10. Compliance with Laws; Foreign Corrupt Practices Act.** The parties will comply with all laws, ordinances, rules, and regulations applicable in connection with the Order. Each party represents that it has not offered, given, promised to give, or authorized giving, and will not offer, give, promise to give, or authorize giving, directly or indirectly, any money or anything else of value to any government official, political party, political official, or candidate for political office in connection with any of its activities.
- 11. Taxes and Other Fees.** Customer shall pay outright or shall reimburse Seller for all taxes, licenses, or other charges or fees (other than taxes based upon Seller's income) which Seller may be required to pay by law in connection with the shipment and delivery of the Goods hereunder.
- 12. Payment Terms and Breach.** Unless otherwise set forth in the Order, Customer shall be deemed to be in breach of the Order if Seller fails to receive the purchase price within 10 days after the invoice date or as the customers terms dictate. If Customer fails or refuses to pay Seller in full, or if Seller doubts Customer's financial responsibility at any time, Seller may, without advance notice to Customer, (i) cease or decline making any shipments or deliveries to Customer, except upon payment of all arrear-

ages and advance payment of all future orders; (ii) terminate the Order; and (iii) charge interest on any amount owed at the rate which is the lesser of either the 3 month LIBOR rate plus 10% per annum, or the highest permissible interest rate allowed by law.

- 13. Goods Made to Order.** Customer acknowledges that Seller may manufacture certain Goods Customer orders for purchase on a "made to order basis" especially for Customer. If the Order is suspended or terminated for any reason, Customer will take delivery of and make payment for the Goods as have been completed by Seller. If Customer is unable to accept delivery of the Goods, Customer will make payment for such Goods as though delivery has been made. Seller will store such Goods for Customer's account and at Customer's expense until Customer sends Seller written notice that Customer has abandoned the Goods. Seller will invoice Customer for the cost of storage on a monthly basis. A late fee equal to 9% of the storage cost will be assessed monthly.
- 14. Force Majeure.** No liability shall result from delay in performance or non-performance, directly or indirectly caused by circumstances beyond the control of the party affected ("Force Majeure"), including but not limited to, Act of God, fire, explosion, flood, war, action by or authorized by any government, accident, labor trouble, strike, or shortage, equipment failure, inability to obtain raw material or packaging supplies, inability to obtain fuel, power, material, equipment or transportation, or commercial impracticability. A party requesting relief under Force Majeure shall provide the other party 30 days written notice and the parties will negotiate in good faith to amend this Order or future orders. If an agreement cannot be reached, the parties will agree to terminate any existing but not yet completed orders and all future orders until an agreement can be reached. Quantities of Goods so affected may be eliminated from this Order without liability. Seller has no obligation to purchase supplies or the Goods from another source to fulfill this Order. Seller may distribute its available supply of Goods among any or all purchasers, business units, affiliates, or subsidiaries in Seller's sole discretion.
- 15. Termination of Order.** Seller may immediately terminate the Order if Customer is in breach of any term of the Order or any of the terms or conditions set forth herein upon written notice to Customer. Upon receipt of the notice of automatic termination by Seller, Customer shall preserve, protect and deliver to Seller, at Customer's expense, any Goods on hand according to Seller's instructions regarding disposition and return of Goods.
- 16. Insurance.** If Customer is a business entity, Customer shall carry and maintain in force at all times during the Order: (i) worker's compensation insurance in compliance with all applicable statutory requirements and (ii) occurrence-based commercial general liability insurance with loss limits that cover all reasonable risks associated with Customer's business and services (not to be less than \$500,000).
- 17. Indemnity.** Customer agrees to indemnify, defend, and hold harmless Seller; Seller's parents, subsidiaries and affiliated entities and their respective agents and employees from and against any and all claims, losses, damages, liability or liens to the extent arising from (i) Customer's negligent, reckless, or intentionally wrongful acts or omissions or (ii) Customer's breach of any term or condition of the Order or the invalidity or inaccuracy of any representation or warranty of Customer herein.
- 18. Survivability.** The terms and conditions herein shall survive the expiration or termination of the Order.
- 19. Applicable Laws.** The laws of the State of Texas, USA shall govern if any dispute arises hereunder, without regard to choice of law or conflicts principles of Texas or any other jurisdiction, and the parties consent to the jurisdiction of the courts of Dallas County, Texas for the determination of any disputes arising under this Order.
- 20. Assignment.** This Order is not assignable or transferable by Customer without the prior written consent of Seller.
- 21. Price.** If the price is omitted in the Order, the Goods shall be billed at the then-prevailing market price, as determined by Seller in its discretion. Seller may revise prices at any time upon 30 days' written notice. In such event, Customer may elect to purchase Goods for delivery at the prices in effect immediately prior to such increase within the 30 day period, provided that the requested volumes are commensurate with Customer's average monthly purchases for the preceding calendar quarter.
- 22. Amendment.** No amendment, modification, supplement, termination, consent, or waiver of any provision of this Agreement will be effective unless it is in writing.
- 23. Legal Fees.** Except as otherwise set forth herein, all legal and other costs and expenses incurred for this Order are to be paid by the party incurring such costs and expenses. In the event any party brings suit to construe or enforce the terms hereof or raises the Order as a defense in a suit brought by another party, the prevailing party is entitled to recover its reasonable attorneys' fees and expenses.
- 24. Severability.** If any provision of this Order is prohibited, unenforceable or not authorized in any jurisdiction, such provision shall be amended or deleted without invalidating the remaining provisions hereof or affecting the validity, enforceability or legality of such provision and the rest of the Order in any other jurisdiction, unless the ineffectiveness of such provision would result in such a material change as to cause completion of the transactions contemplated hereby to be unreasonable.
- 25. No Waiver.** Failure by either party to require performance by the other party or to claim a breach of any provision hereof shall not be construed as a waiver of any right arising from our under the Order, including the right to require subsequent performance or contest any subsequent breach.
- 26. Entire Agreement.** The terms and conditions herein and this Order constitutes the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous proposals, both oral and written, negotiations, representations, commitments, writings and all other communications between the parties.

Exus Shutters

1221 Champion Circle Suite 115
Carrollton, TX 75006

Toll Free: (877) 228-EXUS (3987)
Phone: (972) 236-7470
Fax: (972) 242-5224

E-mail: orders@exusshutters.com

EXUS SHIPPING AND FREIGHT POLICY

Shipping of finished product is available. Due to the nature and size of plantation shutters, most shutters will be shipped via common carrier, LTL Freight.

Our policy is outlined below:

1. Shutters will generally be palletized for shipment. We strive to palletize in the most secure method to avoid product damage or loss.
2. Exus, nor the common carrier assigned to deliver product are responsible for the removal or disposal of pallets or packaging materials
3. Shutters that arrive with visible damage to any of the packaging needs to be noted on the freight bill that the driver will provide for signature. Do not sign this unless you note in writing that there was visible damage to the shipment. If visible damage is not noted on the freight bill, Exus nor the common carrier (freight company) will be responsible for the damage, or replacement of damaged items.
4. Shutters that arrive with no visible damage to any of the packaging, but have concealed damage after packages are opened require that the damage be reported in writing to Exus within **5 (five) calendar days** of receipt of the shipment. Any reports of concealed damage beyond **5 (five) calendar days** will not be honored by Exus, nor the common carrier.
5. Under no circumstances should a shipment be refused or rejected for any reason including visible damage. Any damage or additional damaged caused by shipment refusal will be the responsibility of the receiving party.
6. Shipping rates vary based on shipping destination and will be outlined upon account set-up. Rates will be based on the square footage of an order shipped, but are subject to additional fees as described below.
 - A. Minimum Charge
 - B. Residential Delivery Fees
 - C. Appointment/Call in Advance
 - D. Limited Access Delivery
 - E. Re-Delivery
 - F. Re-Consignment
 - G. Incorrect Address or information
 - H. Lift Gate Required
 - I. Inside Delivery
 - J. Construction, Hospital, School, High Rise Delivery
 - K. Oversize package or pallet
7. Additional fees that are billed by the common carrier post-shipment will be re-billed to the receiving party.

Signature: _____

Printed Name: _____

Date: _____