



SUN GLOW

CONFIDENTIAL TERMS OF SALE/CREDIT APPLICATION

COMPANY/CUSTOMER: _____

ADDRESS: _____

CITY: _____ PROVINCE: _____ POSTAL CODE: _____

TELEPHONE: _____ FAX: _____ EMAIL: _____

BILLING ADDRESS (IF NOT SAME AS ABOVE): _____

SHIPPING ADDRESS (IF NOT SAME AS ABOVE): _____

BUSINESS TYPE (CHECK ONE): SOLE PROPRIETORSHIP _____ PARTNERSHIP _____ CORPORATION _____

HOW LONG ESTABLISHED: _____ A/P CONTACT: _____

NAME OF COMPANY/CUSTOMER PRINCIPAL(S)	HOME ADDRESS	HOME PHONE NO.

BANK: _____ BRANCH/ADDRESS: _____

CONTACT NAME: _____ ACCOUNT NUMBER: _____

TELEPHONE: _____ FAX: _____ EMAIL: _____

LIST FOUR (4) DIRECT SUPPLIERS: ADDRESS: TEL. # FAX #

1. _____

2. _____

3. _____

4. _____

PROVINCIAL TAX # _____ GST # _____

NOTE: TAX EXEMPTION CERTIFICATE MUST BE ATTACHED OR ACCOMPANY THE ORDER OTHERWISE SALES TAXES WILL BE CHARGED. CUSTOMER WARRANTS THAT THE INFORMATION CONTAINED HEREIN IS CORRECT AND COMPLETE AND AGREES THAT SUN GLOW HAS THE RIGHT TO TERMINATE ANY CONTRACT OR AGREEMENT THAT MAY BE ENTERED INTO, SHOULD IT PROVE INCOMPLETE OR INCORRECT. INTEREST IS CHARGED AT THE RATE OF 2% PER MONTH (26.824% PER ANNUM) ON ALL OVERDUE ACCOUNTS. ALL SALES BY SUN GLOW SHALL BE SUBJECT TO THE ATTACHED ADDITIONAL TERMS AND CONDITIONS (SEE REVERSE), WHICH CUSTOMER ACKNOWLEDGES HAVING READ AND HEREBY AGREES TO. **NOTICE IS GIVEN THAT A CREDIT REPORT MAY BE REFERRED TO IN CONNECTION WITH ANY SALE OR CREDIT EXTENSION.**

DATE: _____

SIGNATURE OF COMPANY/CUSTOMER:

By: _____

Name:

Title:

(Authorized Officer of above Company/Customer)

INFORMATION ON PERSONAL GUARANTOR (IF ANY):

GUARANTOR: _____

ADDRESS: _____

CITY: _____ PROVINCE: _____ POSTAL CODE: _____

TELEPHONE: _____ FAX: _____ EMAIL: _____

GUARANTOR HEREBY GUARANTEES THE DUE AND PROMPT PAYMENT AND PERFORMANCE OF ALL PRESENT AND FUTURE DEBTS AND OBLIGATIONS OF CUSTOMER TO SUN GLOW, AND FURTHER AGREES TO BE BOUND BY THE ATTACHED ADDITIONAL TERMS AND CONDITIONS (SEE REVERSE) TO THE EXTENT APPLICABLE TO GUARANTOR.

DATE: _____

SIGNATURE OF GUARANTOR:

Name:

Sun Glow Window Covering Products of Canada Ltd. Manufacturing and Wholesale Distributor
Hollinger Road, Toronto, ON M4B 3G5 Telephone: (416) 266-3501 Fax: (416) 266-5484

ADDITIONAL TERMS & CONDITIONS

PRICES AND QUOTATIONS: All prices set forth in Sun Glow catalogues, brochures, price lists, etc., are subject to change by Sun Glow without notice, unless Sun Glow has specifically agreed in writing with Customer to maintain a specified price for a stated period. Customer orders which call for future shipment at Customer's option will, at Sun Glow's option, be filled at Sun Glow prices in effect at the time of shipment, unless otherwise specifically agreed upon in writing. Sun Glow reserves the right to correct errors in any invoice or sales confirmation at any time. All quotations are issued for acceptance by the Buyer within seven (7) days from date of issue, unless otherwise specified in writing.

SUN GLOW/CUSTOMER MATERIALS: Sun Glow shall have no obligation to return any written materials, including drawings, submitted by Customer to Sun Glow, and same shall become and remain the property of Sun Glow. All Sun Glow materials, including catalogues, brochures, price lists, etc. shall be kept confidential by Customer (unless otherwise agreed by Sun Glow) and shall not, without written permission of Sun Glow, be reproduced or copied, in whole or in part.

ORDERS: All orders are subject to written approval and acceptance by Sun Glow at its head office in Toronto. Customer orders in odd lots or incremental small amounts may be subject to a minimum billing charge, as determined by Sun Glow. All orders are subject to continuous credit approval by Sun Glow; orders may be cancelled at any time by Sun Glow if Sun Glow determines Customer's creditworthiness is no longer satisfactory. Sun Glow objects to and will not be bound by any term or condition on Customer's order form or invoice which is different from or in addition to the terms and conditions hereof. Orders requiring special handling to insure shipment in less than the normal lead time may be subject to a minimum or additional handling charge, as determined by Sun Glow. Oral or written orders from Customers that have been approved and accepted by Sun Glow are firm commitments and are not subject to cancellation, without the prior written consent of Sun Glow. If cancellation is approved, a charge may be made to cover Sun Glow's accrued material and fabrication costs, handling and accounting costs, and other sundry expenses.

SHIPMENT: Estimates of order shipping date are based on conditions at the time the estimate is made. If orders ship later than the estimated shipping date, Sun Glow shall not be liable resulting therefrom, nor shall Sun Glow be liable for any loss, delay or damage due to causes beyond its reasonable control or caused in whole or in part by strikes, boycotts, fire, labour shortages or disputes, acts of vandalism, governmental requirements, accidents, wars, delay of carriers, or force majeure. All merchandise is shipped and/or otherwise made available to Customer shall be F.O.B. Sun Glow's warehouse in Toronto, unless otherwise agreed in writing by Sun Glow. Orders will be shipped collect; however, Sun Glow may agree to pay freight charges and add these charges to Customer's invoice (prepay/add), if so requested by Customer. Otherwise, Customer is responsible for all freight charges, tariffs, duties, and/or export fees, in addition to any and all taxes (see additional below). Customers may make arrangements to pick-up shipments from Sun Glow places of business/warehouses during normal operating hours, subject to such additional conditions as may be imposed by Sun Glow. Sun Glow reserves the right to disagree with any Customer proposed method of transportation and shipment routing. All products are shipped at Customer's risk.

TERMS OF PAYMENT; TITLE; TAXES: Credit terms on any sale of Sun Glow products may be extended to Customer at Sun Glow's option, and may be terminated at any time without notice and without reason. The terms of payment for Sun Glow products will normally be set forth specifically in relevant Sun Glow invoicing material. If not otherwise specified in Sun Glow invoicing material, Customer agrees that all charges for products (including purchase price and related taxes) will be paid to Sun Glow, not later than 20 days after invoice date or billing. Customer agrees that if charges are not paid by due date, interest at the rate of two percent (2%) per month (26.824% per annum) will be charged on the past due account, until paid. Payment of interest is not an alternative to payment in full by the specified due date. If any payment default exists, Sun Glow may, by notice in writing to Customer, accelerate the payment of other amounts not yet due by Customer, and demand the immediate payment thereof. As security for the prompt payment, when due, by Customer to Sun Glow of all charges (including purchase price, related taxes, interest, etc.) payable in respect of Sun Glow products, Sun Glow hereby reserves title to, and Customer hereby grants in favour of Sun Glow a security interest in, such Sun Glow products (which shall extend to all proceeds of such products) sold to Customer, until prompt payment of all charges therefor in full, whether such products (or proceeds) are in Sun Glow's or Customer's possession or in transit. Customer agrees that Sun Glow claims a purchase money security interest in such Sun Glow products and may register any and all financing statements or other equivalent documents under applicable law as may be necessary from time to time to perfect this interest. In addition to any other rights it may have at law, Sun Glow shall have all the rights of a secured party under applicable personal property security law, which rights shall become enforceable immediately and without notice, in relation to any and all Sun Glow products over which Sun Glow has been retained title or has a security interest, upon failure of Customer to pay any charge (including purchase price, related taxes, interest, etc.) when due in respect of any Sun Glow product. In addition to the purchase price charged for Sun Glow products, Customer shall pay Sun Glow and otherwise be responsible for all federal, provincial, state and other taxes or charges imposed upon or in connection with the sale of Sun Glow products to Customer.

INFORMATION; USE: Each of Guarantor and Customer consents to the collection by Sun Glow of all personal, corporate and other information relating to Guarantor and Customer and any purchase and sale (including credit) arrangement between Customer and Sun Glow, including the collection of the information on the attached page(s), and to Sun Glow disclosing to any guarantor or other person providing credit support for Customer any information (including non-public information) concerning Customer derived in the course of the above arrangement. Each of Guarantor and Customer will promptly update any information previously provided to Sun Glow which may have changed. Each of Guarantor and Customer consents to Sun Glow collecting credit-related personal and corporate information about Guarantor and Customer from third parties, including credit bureaus and financial institutions, and consents to the use of Guarantor and Customer's personal and customer information by Sun Glow for the purposes of assessing and processing any consideration of credit to be extended by Sun Glow to Guarantor and Customer. Sun Glow may assign, factor, securitize or otherwise transfer any claim in relation to the Guarantor and/or Customer to a third party, and each of Guarantor and Customer consents to such transaction and to such third party using Guarantor's and Customer's personal or corporate information in the same manner as Sun Glow may do. Each of Guarantor and Customer consents to Sun Glow reporting credit-related personal and corporate information to credit bureaus and financial institutions. Each of Guarantor and Customer agrees that Sun Glow may store in locations selected by Sun Glow personal or corporate information collected about Guarantor and/or Customer in connection with the administration of any credit relationship existing between Sun Glow and Customer and may allow access to such information from such locations; each of Guarantor and Customer acknowledges that local laws in such locations may provide a lower level of privacy protection, and that Guarantor's and Customer's personal and corporate information may be subject to disclosure pursuant to the laws applicable in the selected locations. Each of Guarantor and Customer agrees that its personal, corporate and other information may be used by Sun Glow in connection with the provision by Sun Glow to Guarantor and/or Customer of occasional information concerning other Sun Glow products and services; provided Guarantor and/or Customer may elect not to receive information on other Sun Glow products and services, and in connection therewith, may withdraw its consent permitting Sun Glow to use Guarantor's and Customer's information for such purposes, by notifying Sun Glow in writing at its head office.

GUARANTEE: After failure by Customer to pay any amount due to Sun Glow at any time, Guarantor will immediately pay Sun Glow, on demand, the amount set forth by Sun Glow in writing as being owing to Sun Glow by Customer (including any amounts payment of which has been accelerated by Sun Glow), plus any expenses, including all legal fees and disbursements, incurred by Sun Glow in enforcing any of Sun Glow's rights against Guarantor and/or Customer, together with interest (including interest on overdue interest, compounded monthly) on unpaid amounts due under this Guarantee from the date on which those amounts were originally demanded until payment in full, both before and after judgment, at a per annum rate equal to the "prime rate" quoted from time to time by Canadian Imperial Bank of Commerce plus five percent. All payments under this Guarantee shall be made without regard to any right of setoff or counterclaim that Guarantor may have against Customer or Sun Glow. Sun Glow need not exhaust its recourse against Customer or any other person or under any security before being entitled to full payment from Guarantor under this Guarantee. Liability under this Guarantee is absolute and unconditional and Sun Glow's rights under this Guarantee shall not be prejudiced by the existence or occurrence of any event whatsoever that might be a defence available to, or result in a reduction or discharge of, the Guarantor, Customer or any other person. For greater certainty, Sun Glow may deal with Guarantor, Customer and any other person in any manner without affecting Guarantor's liability under this Guarantee. Guarantor will pay Sun Glow as principal debtor any amount that Sun Glow cannot recover from Guarantor, as guarantor, immediately following demand as provided in this Guarantee.

CHOICE OF LAW: All agreements between Sun Glow and Customer and between Sun Glow and Guarantor (including the Guarantee contained herein) shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein. Should any dispute arise between Sun Glow, on the one hand, and Guarantor and/or Customer on the other, with regard to any sale of Sun Glow product or in relation to any credit made available to Customer by Sun Glow, or in relation to the Guarantee, each of Customer and Guarantor agrees that all actions or proceedings shall be litigated only in courts located within the Province of Ontario, and each of Customer and Guarantor consents to the jurisdiction of any such court.