

MAREX, INC. ("Seller")
11331 Industrial Drive
Manassas, VA 20109
(703) 330-7616
(703) 330-7614 FAX

CREDIT AGREEMENT

Customer Name: _____
__ Corporation Partnership Sole Proprietorship Limited Liability Co. State of Origin: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Type of Business: _____ No. of Years in Business: _____

Person to Contact Regarding Invoices: _____ Phone: _____

Purchase Order Required: Yes ; No: _____

Physical Address (Required): _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

Federal ID#: _____ Sales Tax Exempt #: _____ (Attach copy of form)

INFORMATION ON PRINCIPALS defined as:

For Proprietorship or Partnership: List all Owners and/or Partners.

For Corporation or Limited Liability Company: List all Officers, Directors, Members and Majority Stockholders.

<u>Name</u>	<u>Home Address</u>	<u>Phone</u>	<u>Social Sec. No.</u>	<u>Position</u>

Have any of the companies or principals listed above ever been a debtor in a bankruptcy proceeding? _____

Has any judgment ever been entered against any of the companies or principals listed above? _____

Are there any legal actions or arbitration pending against any of the companies or principals listed above? _____

CREDIT REFERENCES (Attach separate schedule if necessary)

Primary Bank:

Name: _____ Account #: _____ Phone: _____

Address: _____ Contact Name: _____

TRADE REFERENCES

Name: _____ Fax: _____ Phone: _____

Address: _____ Contact Name: _____

Name: _____ Fax: _____ Phone: _____

Address: _____ Contact Name: _____

Name: _____ Fax: _____ Phone: _____

Address: _____ Contact Name: _____

**ORIGINAL APPLICATION MUST BE MAILED TO COMPLETE
SET-UP OF ACCOUNT**

TERMS AND CONDITIONS

1. I/we certify that this information is correct, complete and that we are able to pay within thirty days of each invoice date. I/we further understand that Seller will rely on this information for the extension of credit. I/we authorize Seller from time to time to obtain Business and Consumer Credit Reports on Customer or any principals listed above or to obtain credit and funding information from any other source. This is not an agreement by Seller to lend money; it is an agreement by Customer for the benefit of Seller if Seller determines to extend credit. Seller may change credit limits or other credit terms at any time, in its sole discretion. No modifications may be made otherwise to this Agreement, except in a writing signed by Seller.

2. Customer agrees that any amount not paid within 30 days of invoice date will carry interest at the rate of 1 1/2% per month, both before and after judgment, and further agrees to pay all costs incurred in collection, including attorney's fees in the amount of 1/3 of the total balance due if this account is placed with an attorney for collection, whether suit is filed or not. Customer expressly agrees to submit to personal jurisdiction in Virginia and agrees that the forum for any litigation pursuant to this Agreement or any other contract between Seller and Customer, whether Seller or Customer brings suit, shall be the County of Fairfax, Virginia. This Agreement shall be governed by and construed in accordance with the laws of Virginia.

3. Customer further agrees to pay all amounts due under this Agreement until Seller has received written notice closing this account, mailed U.S. Mail Certified Return Receipt Requested. In the event other entities or individuals order or use the labor or materials pursuant to this Agreement, it is agreed that both the Customer and such other legal entities or individuals shall be obligated for all amounts due under this Agreement.

4. All mechanic's lien, payment bond or similar waivers or restrictive endorsements on checks shall be effective only to the total dollar amount of payments actually received without any bankruptcy filing for ninety days thereafter. Customer agrees that Seller retains its mechanic's lien, payment bond or other legal rights for unpaid deliveries, regardless of what other waiver documents may imply otherwise. Customer further agrees that Seller has the right to determine, in its sole discretion, how to apply payments and which invoices to pay with all payments received on this account, despite any advice to the contrary

5. Customer agrees that all funds owed to Customer from anyone or received by Customer to the extent those funds result from the labor or materials supplied by Seller shall be held in trust for the benefit of Seller (Trust Funds). Customer may commingle Trust Funds, but agrees it has no interest in Trust Funds held by anyone and to promptly account for and pay to Seller all such Trust Funds.

6. Seller agrees to replace or, at Seller's option, repair any defective goods within a reasonable time. Buyer's remedies for any delay or any defect in the materials are subject to and limited by any limitations contained in the manufacturer's terms and conditions to Seller. Further, Buyer's sole and exclusive remedy and Seller's limit of liability for any and all loss or damage resulting from defective goods shall be for the purchase price of the particular delivery and materials with respect to which loss or damage is claimed, plus any transportation charges actually paid by the Buyer. In no event shall Seller be liable for any damage due to delay of any type, nor consequential, special or punitive damages. **THE FOREGOING WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF TITLE, AGAINST LIENS, INFRINGEMENT, THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.**

7. Buyer shall make a careful inspection at the time of delivery. Buyer's failure to give written notice specifying any claim within ten (10) days of delivery shall constitute an unqualified acceptance of the labor and material delivered and a waiver of all claims. Seller will not be liable for any damage, warranty or remedy and back charges will not be accepted without prior notification, an opportunity to view and repair, replace or otherwise cure, and approval by Seller. No returned product will be accepted without prior approval. A restocking charge of 25% will apply on products approved for refund. Seller may stop the manufacture or supply of any labor or materials when it, in its sole discretion, determines that Buyer is in breach of this Agreement or any other contract with Seller, or Seller has insecurity with respect to funding or creditworthiness, until payment is made and any dispute or insecurity has been resolved.

Applicant(s):

By: _____
Name Printed: _____
Title or capacity: _____
Date: _____

By: _____
Name Printed: _____
Title or capacity: _____
Date: _____

**CREDIT APPLICATION NOT ACCEPTED WITHOUT APPROVAL
OF MAREX'S CREDIT DEPARTMENT
ORIGINAL APPLICATION MUST BE MAILED TO COMPLETE
SET-UP OF ACCOUNT**