

FOREST DRAPERY HARDWARE

2500 DONN DRIVE • CARTERSVILLE GA 30120 • P 678.605.0432 • F 678.823.3894

Applicant, to induce Forest Drapery Hardware (FDH) to consider providing goods on credit to Applicant, hereby agrees for itself, its successors, and permitted assigns, that the following terms and conditions shall apply to all sales of goods (the "Goods") by FDH to applicant.

1. Applicant is applying for credit for business purposes. Applicant authorizes all financial institutions and business entities of which FDH may from time to time make inquiry to provide FDH such financial information, as FDH deems necessary to make credit decisions. FDH has no obligation to extend credit to Applicant and may in its sole discretion suspend, terminate or reduce the limits of any extensions of credit at any time and withhold shipments of Goods ordered, or require cash in advance, in the event FDH, in its sole discretion, finds Applicant's financial condition to be unsatisfactory.
2. FDH will provide to Applicant an itemized invoice for each sale. If Applicant does not give written notice to FDH within fifteen (15) calendar days from the date of such invoice of any objection to the Goods listed, the receipt thereof, that such purchase was unauthorized or any other objection, all such objections shall be deemed waived. Applicant waives any and all right to set off claims, which it may assert against FDH, and/or to withhold payment to FDH based on a claim that FDH is indebted to Applicant. No claim asserted by Applicant against FDH shall relieve Applicant of its obligation to make timely payments to FDH.
3. Except as otherwise set forth in a FDH Invoice, payment is due by the 30th day following the date of the invoice. Payments become past due after the 30th day. Applicant agrees that all amounts in past due shall bear interest at 1.5% per month pre- and post-judgement until paid and agrees to pay FDH, in addition to the amount due, attorneys' fees of fifteen percent (15%) of the amount due, or the maximum amount allowed by law, whichever is greater, in the event the account is placed in collections with an attorney, or any other means of collection, and also to pay any and all attorneys' fees and costs associated with post-judgement collection preparation and recording fees. Applicant agrees that all payments shall be applied to Applicant's account as designated in writing and if not designated in writing then FDH shall apply said payments to the most outstanding invoices. This Agreement shall be deemed fully executed and performed in Bartow County, Georgia, and will be governed and construed in accordance with the laws of Georgia. Applicant agrees to examine all invoices and statements promptly upon receipt and to notify FDH immediately at any failure of delivery, shortage, discrepancy or error and further agrees that such invoice or statement shall be presumed correct unless Applicant shall notify FDH in writing of such failure of delivery, shortage, discrepancy or error within thirty (30) calendar days of Applicant's receipt of such invoice or statement. Use of materials by Applicant shall constitute a waiver of any error in shipment or defect in materials, which might have been determined by a prompt and diligent inspection thereof.
4. Any waiver or non-enforcement by FDH of a breach, default or term under this Agreement shall not be deemed a waiver of any subsequent breach or default of enforcement of such term and FDH shall only be deemed to have given as much in writing executed by FDH providing for such waiver. If any provision of this Agreement is waived by FDH or is held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect as if such provision were not contained herein.
5. This Agreement contains the entire agreement and understanding between FDH and Applicant with respect to the sale of Goods by FDH to Applicant (other than payment terms and delivery dates to be set forth in FDH invoices), supersedes all prior agreements, commitments, representations and discussions between FDH and Applicant and is not assignable by Applicant without the prior written consent of FDH. No modifications, amendments of or additions to this agreement will be binding on FDH unless such modification, amendment or addition is in writing executed by FDH. Without limitation of the forgoing, the terms hereof shall not be modified, amended or added to by the terms of any purchase order or similar document submitted by Applicant to FDH. The terms here of shall be altered or interpreted by reference to any course of dealing between FDH and Applicant of industry practice. Any action by Applicant instituted against FDH arising from Goods sold must be commenced within one (1) year from date of delivery of the subject of Goods.

6. Applicant shall have seven (7) calendar days from the date of delivery to reject Goods as nonconforming. Such rejection must be in writing received by FDH within such seven (7) calendar days, and specify the Goods rejected and the specific nonconformity asserted and the subject Goods must be received by FDH within ten (10) calendar days from the delivery date of Goods. All Goods not so rejected shall conclusively be deemed to have been accepted. In order to effect such rejection, the Goods returned must be accompanied by a copy of the original invoice or other proof of purchase by Applicant. No charges or expenses incident to any claims will be allowed unless approved by an authorized representative of FDH. Goods shall not be returned to FDH without FDH permission and such returns will only be accepted when return authorization numbers, given by FDH, is mentioned on the Goods and bill of lading. Physical acceptance by FDH of Goods returned may in no way be deemed agreement by FDH of any claim by Applicant of nonconformity.

7. FDH shall have a reasonable time after receipt of proper notice of rejection of nonconformity Goods of revocation of acceptance of nonconformity Goods to repair or replace the Goods or refund the purchase price, with the remedy to be selected by FDH in its sole discretion. If Applicant otherwise has an outstanding balance, the refund shall be in the form of a credit to Applicant's account.

8. Applicant is responsible for determining the Goods it chooses to purchase and for what purposes those Goods will be used and Applicant will not be relying on the skill or judgment of FDH to select or furnish Goods suitable for any particular purpose. FDH MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF FITNESS OR SUITABILITY FOR ANY PURPOSE, AND/OR THE MERCHANTABILITY OF ANY GOODS. Applicant agrees that its sole and exclusive remedy against FDH for defective or nonconforming Goods shall be repair or replacement of such Goods, or refund of purchase price, with the remedy to be selected by FDH at its sole discretion. Applicant hereby waives all other remedies, and in no event shall FDH be liable for any negligence or general, incidental, special, consequent or other damages suffered by Applicant or any other party for lost profit, sales, labor, injury to person or property or any other loss. FDH may deliver certain third-party manufacturer warranties to Applicant, but FDH shall have no liability under such warranties.

9. The undersigned unconditionally personally guarantees the timely payment of all amounts due from Applicant to FDH and agrees to be jointly and severally liable with the Applicant to FDH for any debt owed by the Applicant. The undersigned agrees to pay reasonable attorneys' fees equal to 15% of the outstanding principal and interest owed by the Applicant in the event that the Applicant's account is placed in collections with an attorney or any other means of collection. This personal guarantee may only be revoked in writing sent by certified mail to FDH. Said revocation shall not be effective as to any balance owned prior to receipt of said revocation. The undersigned hereby expressly waives notice of acceptance of this instrument, notice of any default, non-payment, partial payment, presentment, protest, demand and any and all other notices whatsoever.

PLEASE SIGN

Guarantor Signature:

Printed Name, Title:

Date:

Guarantor Signature:

Printed Name, Title:

Date: