



USA

CREDIT APPLICATION FORM

SEND TO: Infrico USA Corporation

1409 NW 84th Avenue
Doral, FL 33126 (USA)
Tel: 1.305.777.9599
Fax: 1.305.777.9598 (For fast credit approval please email this form a.s.a.p.)
E-mail: customersupport@infrico.com
(Monday – Friday 9:00 am – 5:00 pm)

Office Use Only
DATE: ____/____/____
CREDIT LIMIT: _____
APPROVED BY: _____

Company Information:

Company _____ Tax ID _____
 Address _____
 City _____ State _____ Zip Code _____
 Phone () _____ Fax () _____
 E-mail _____
 Web site _____
 Contact _____

Type of Business: Retailer Distributor
 Dealer Other (Specify): _____
 Type of Ownership: Corporation Partnership Years in business: _____
 Sole proprietor Government
 Non-Profit Other (Specify): _____

Tax Exempt? YES NO (Circle one)
(If yes, please include resale certificate with application)

Parent Company (If any): _____
 Address _____
 City _____ State _____ Zip Code _____
 Phone () _____ Fax () _____
 E-mail _____
 Web site _____

Open Accounts References:

1. Company _____ Account No. _____
 Phone () _____ Fax () _____
 Contact _____
 2. Company _____ Account No. _____
 Phone () _____ Fax () _____
 Contact _____
 3. Company _____ Account No. _____
 Phone () _____ Fax () _____
 Contact _____

Bank References:

Bank _____ Account No. _____
 Phone () _____ Fax () _____
 Contact _____

By these means, we authorize the release of information to Infrico USA Corp for the purpose of establishing our creditworthiness. Any information provided will be treated as strictly confidential.

AUTHORIZED SIGNATURE: _____ DATE: _____
 PRINT NAME: _____ TITLE: _____



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STANDARD CREDIT & SALES TERMS AND CONDITIONS

A. SALES ARE MADE ON CASH BASIS ONLY, UNLESS PRIOR CREDIT ARRANGEMENTS HAVE BEEN MADE. BALANCES UNPAID AFTER 30 DAYS from the date of order or invoice date, whichever is earlier, will be subject to a late charge of 1.5% per month together with expenses incidental to collection, including reasonable attorney's fees. A charge of \$30.00 will be assessed on each "non sufficient funds" check returned by the bank and the account will be placed on "certified funds only" status. As security for payment of any sum due INFRICO USA CORP. shall have the right to retain possession of and shall have a lien on any and all property of the Applicant in INFRICO USA Corp.'s possession. All orders shall be processed and picked up by Applicant at INFRICO USA Corp.'s place of business unless otherwise specifically stated on the invoice. TIME IS OF THE ESSENCE HEREOF.

B. Unless otherwise specified in writing by INFRICO USA CORP., prices quoted for Products are F.O.B. at INFRICO USA Corp.'s warehouse. All prices in INFRICO USA Corp.'s price lists are shown without applicable federal, state or local taxes. INFRICO USA CORP. reserves the right to change prices and conditions of sale without notice. Unless otherwise specified in writing prices quoted are good for 20 calendar days, unless earlier withdrawn by INFRICO USA CORP., and are subject to availability of materials.

C. All orders, whether solicited or unsolicited are subject to INFRICO USA Corp.'s acceptance. All unfilled orders are subject to the conditions of sale in effect on date of shipment. INFRICO USA CORP. will employ reasonable efforts to fulfill Applicant's orders promptly. INFRICO USA CORP. will be under no liability for its failure to fill any accepted order when such failure is due to causes and contingencies beyond its control, including but not limited to delays in production or shipping strikes, labor troubles, wars (domestic or foreign), fire, floods, acts of God, explosions, accidents, sabotage, inability to obtain essential material or equipment, and orders or requisitions by the United States Government. It is understood and agreed by Applicant that in no event shall INFRICO USA CORP. be liable for direct, resultant, incidental, consequential or any other damages. INFRICO USA CORP. shall not be liable for failure to ship or for delay in delivery of the Products specified in any accepted order for any reason whatsoever, including negligence, except that in the event that it cancels an order INFRICO USA CORP. will promptly return any monies paid on said order. In addition, it is agreed that INFRICO USA CORP. shall have the right, at any time, without prior notice, to change, reduce or increase its list price (whether printed in a catalogue or elsewhere) for any of the Products. Title to and risk of loss of Products shall pass to Applicant upon their leaving INFRICO USA Corp.'s warehouse.

D. Applicant agrees not to refuse receipt of a shipment that has been damaged in transit in order to avoid unnecessary shipping expenses and delay. When delivery of a shipment is made by a carrier, Applicant, or its consignee, shall examine each container to see if it appears to be in good condition and order. If the container shows evidence of damage it shall be opened immediately and its contents examined by carrier and Applicant, or its consignee. The result of the examination of contents shall be noted on both the carrier's delivery receipt and on the copy of Applicant's, or its consignee's, copy of the delivery receipt clearly indicating the extent of the loss or damage in order to enable the carrier to handle Applicant's, or its consignee's, claim properly and efficiently. INFRICO USA CORP. may assist in the claim process by providing documentation, if available, however, INFRICO USA CORP. will not be responsible for damage or shortage caused during shipping. In any event, Applicant agrees that the foregoing conditions relating to filing a claim with the carrier shall be complied with as a condition precedent to any claim made against INFRICO USA CORP. and that the original carton and Product must be kept by Applicant, or its consignee, for inspection by INFRICO USA CORP. in the container or packing material and in the exact condition as found. Applicant agrees to file any claim with carrier for loss or damage to a shipment in writing via facsimile within 5 calendar days from delivery of the Products to Applicant, or its consignee, whichever is earlier, otherwise any liability on the part of INFRICO USA CORP. shall be waived. In addition, any claim for color variation or any other visible defect, or for merchandise shipped in error, must be made prior to installation of Product. Failure by Applicant to notify INFRICO USA CORP. in writing via facsimile of any defects or damage in the Products within 5 calendar days from delivery of the Products to Applicant, or its consignee, shall be conclusive proof that the Products were received by Applicant without defects, damage or shortages. UNDER NO CIRCUMSTANCES SHALL THE AMOUNT OF LOSS OR DAMAGE to be set-off, deducted, or discounted from any sums due INFRICO USA CORP. in adjustment of any claim. Notwithstanding the foregoing, in the event that INFRICO USA CORP. admits to liability or is found by court of competent jurisdiction to be responsible for breach of this Agreement or for defective or damaged Products Applicant agrees that INFRICO USA CORP.'s liability in all cases, and APPLICANT'S SOLE AND EXCLUSIVE REMEDY shall be limited to the replacement of like kind merchandise claimed to be defective and under no circumstances will INFRICO USA CORP.'s liability exceed the price of the material paid by the Applicant. INFRICO USA CORP. SHALL NOT BE LIABLE, HEREUNDER OR OTHERWISE FOR LOST PROFITS, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT OCCASIONED BY INFRICO USA CORP.'S OWN NEGLIGENCE OR THE NEGLIGENCE OF ANY EMPLOYEE OR AGENT OF INFRICO USA CORP..

E. ALL RETURNED MERCHANDISE MUST HAVE A PREVIOUSLY ISSUED AUTHORIZATION NUMBER. Any merchandise returned without an authorization number will be refused. Return authorizations are valid for 30 calendar days. All returns must refer to invoice number of original shipment. No refunds shall be accepted without proof of purchase. A 20% RESTOCKING CHARGE SHALL APPLY TO ALL RETURNED MERCHANDISE. No refunds or credits shall be allowed for special orders, sale items, or items having a value of \$50.00 or less. All returns are subject to inspection by INFRICO USA CORP. and must be made in original factory boxes

F. Applicant shall be deemed in default upon the occurrence of any one or more of the following events (Event(s) of Default"): (1) If INFRICO USA CORP. deems itself insecure or if any payment of any sum due to INFRICO USA CORP. is not paid promptly when due, with or without notice; (2) If (1) a petition is filed by or against any of the Applicant or against any Guarantor seeking or acquiescing in any reorganization, arrangement, liquidation, dissolution or similar relief under any laws relating to bankruptcy or insolvency; or (3) if any information or representation in this Application shall prove to be incorrect in any material or adverse way. Upon the occurrence of an Event of Default, INFRICO USA CORP. may, at its option, may declare all unpaid sums owed by Applicant to INFRICO USA CORP. to be immediately due and payable. In addition, INFRICO USA CORP. shall be entitled to recover from the Applicant all of the INFRICO USA CORP.'s costs of collection, including the INFRICO USA CORP.'s reasonable attorney's fees and expenses and paralegal's fees (whether for services incurred in collection, litigation, bankruptcy proceedings, appeals or otherwise), and all other costs incurred in connection therewith.



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G. Applicant represents that there are no actions or proceedings now pending in any court to which the Applicant is a party including, but not limited to, proceedings in bankruptcy or insolvency, nor are there any judgments or liens of any nature against Applicant. If based or residing outside the State of Florida, Applicant and Guarantors hereby acknowledge that they have sufficient and substantial (and not isolated) minimum contacts with and in State of Florida to the extent that a court of law or equity therein, whether State or Federal, would have jurisdiction over them to purposes of resolving any dispute or bringing any action regarding this Application, including a collection action. In any event, the parties agree that Miami-Dade County, Florida shall be the proper venue within the State of Florida for any action brought regarding this Application, including a collection action. Any controversy or dispute or any action regarding this Application, including a collection action, shall be governed and interpreted in accordance with the laws of the State of Florida. Each party expressly submits and consents in advance to such jurisdiction in any action or suit commenced in any such court, and hereby waives any objection which it may have based upon lack of personal jurisdiction, improper venue, or *forum non conveniens* and hereby consents to the granting of such legal or equitable relief as deemed appropriate by such Florida court. Each party hereby waives personal service of the summons and complaint in any action arising under this Application, including a collection action, and agrees that service of process may be made by registered or certified mail sent to such party's address as set forth above in this Application and that service so made shall be deemed completed upon the earlier of such party's actual receipt thereof or three (3) days after deposit in the U.S. mails, proper registered or certified mail postage prepaid.

H. Applicant hereby agrees to indemnify and save INFRICO USA CORP., its employees and its agents harmless from and against any and all liability imposed by law upon INFRICO USA CORP. on account of any loss, damage, or injury to property and from all claims for death or injury to persons arising in any manner out of the sale of Products hereunder **WHETHER OR NOT OCCASIONED BY INFRICO USA CORP.'S OWN NEGLIGENCE OR THE NEGLIGENCE OF ANY**

EMPLOYEE OR AGENT OF INFRICO USA CORP.. Applicants' duty to indemnify hereunder shall include all costs and expenses arising out of all claims specified therein, including all court and/or arbitration costs, filing fees, attorney's fees and costs of settlement. The agreements and indemnities contained in this section shall survive the expiration or earlier termination of this Agreement.

I. Applicant shall furnish INFRICO USA CORP. with financial statements in such form as INFRICO USA CORP. may reasonably require from time to time for credit purposes.

J. Any notices required or permitted by this Agreement, or given in connection with this Application shall be in writing and shall be made by personal delivery or by first-class registered or certified mail, postage prepaid, or via facsimile. Notices to INFRICO USA CORP. shall be delivered to or addressed to the office of INFRICO USA CORP. above the first page of this Application. Notices to Applicant or Guarantors shall be delivered to or addressed to the information specified in this Application.

K. No representation shall bind INFRICO USA CORP. unless incorporated into the invoice in writing. No modifications or additions to the terms of the sale shall bind INFRICO USA CORP. unless they are in writing and signed by INFRICO USA CORP..

L. INFRICO USA CORP., APPLICANT AND GUARANTORS, HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EACH MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION ARISING HEREUNDER, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS APPLICATION, WITH AN ACTION FOR COLLECTION OF ANY AMOUNT DUE INFRICO USA CORP., AND/OR ANY AGREEMENT

CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR INFRICO USA CORP. TO EXTEND CREDIT TO APPLICANT AND GUARANTORS.

Under penalties of Perjury, I(we) hereby certify the above information as true and correct and further agree to the above Standard Terms and Conditions as setting forth the terms of all sales by INFRICO USA CORP. to Applicant, the terms of any credit extended to Applicant and the general terms and conditions governing any account to be established by Applicant with INFRICO USA CORP. I (we) have read, understand, and acknowledge the Standard Terms and Conditions above.

Applicant: _____ Date: _____

Print name: _____ Title: _____

GUARANTY: Under penalties of Perjury, the undersigned, in our individual capacity as Guarantors of Applicant, hereby certify that the information and representations in this Application are true and correct. Guarantors further agree to the Standard Terms and Conditions on this Application, which sets forth terms of all sales to Applicant, the terms of any credit extended to Applicant, and the general terms and conditions governing any account to be established by Applicant with INFRICO USA CORP.. Guarantors have read, understand, and acknowledge the above Standard Terms and Conditions. In consideration of the extension of credit to Applicant by INFRICO USA CORP. and/or establishing an open account the undersigned Guarantors, jointly and severally, hereby fully and unconditionally guaranty all past and future obligations of Applicant to INFRICO USA CORP. including, but not limited to, the payment of any and all amounts owed by Applicant to INFRICO USA CORP. as the result of any sale or extension of credit or consignment or other business transaction wherein Applicant remains or becomes indebted to INFRICO USA CORP.. Guarantors hereby expressly agree to pay all expenses and the reasonable attorney's fees, including those relative to appellate proceedings, if any, incurred by INFRICO USA CORP. in any action against or by Applicant, including the collection of any monies owed INFRICO USA CORP. by Applicant

GUARANTOR(S):

Name: _____

Date: _____