

Mariak

575 West Manville Street • Rancho Dominguez, CA 90220
Phone (310) 661-4400 • Toll-Free Phone (800) 5-MARIAK (562-7425)
Toll-Free Fax (800) 459-6999 • Local/International Fax (310) 763-1749

Account Application

Please Select Account Type: Window Coverings Textile Printing Apparel Printing

Firm Name: _____ Date: _____ # of Years in Business: _____

Work Phone: _____ Home Phone: _____ Fax Number: _____

Business Street Address: _____ City: _____

State: _____ Zip Code: _____ Email Address: _____

Preferred Method of Delivery: Mariak Truck Delivery FedEx Ground Shipment Common Carrier Will Call

Is your delivery location accessible by Semi-Truck: Yes No

Notice: Omission of requested information may delay the credit review. Please provide complete answers to all questions. If you are doing business as a Partnership, Proprietorship, or as an Individual or if you have incorporated within the last twelve months and do not have credit established for your business, personal credit information is required to establish an open account.

Important Information Regarding Our Terms: Mariak Industries welcomes & values the business of customers with established credit. Our normal terms are strict net 30 days only, based upon approval of established credit. All invoices are due within 30 days from the date of invoice and are past due on the 31st day. Any invoice not paid within 45 days is automatically debited 1 ½% interest monthly and our computer puts the account on a C.O.D. basis. Unless other arrangements are made, any account past due 60 days will be placed on credit hold until such time as the account is made current.

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For: (check one) Corporation Partnership Proprietorship Individual

President: _____ Home Street Address: _____
City: _____ State: _____ Zip Code: _____

Secretary: _____ Home Street Address: _____
City: _____ State: _____ Zip Code: _____

Owner's Social Security No: _____ Owner's Date of Birth: _____

By completing the information above, you are hereby authorizing Mariak Industries, Inc. to pull a credit report.

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Bank Name: _____ Phone: _____ Fax: _____
Street Address: _____ City: _____
State: _____ Zip Code: _____
Checking Account No: _____ Savings Account or Other Account No: _____
Account Representative: _____

Does your company have a Financial Statement? _____ When was your company's last year-end? _____

Is your company listed or rated with Dunn & Bradstreet? Yes No

Have you or any company you owned ever filed for bankruptcy? Yes No Date Filed (if yes) _____

What is the estimated net worth of your business? _____

If not a corporation, what is your estimated personal worth? _____

Has your company ever made payments on invoices assigned to a factor? Yes No

What is your projected annual sales volume? _____

Maximum Credit Desired: _____ Sales Representative: _____

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Firm Name: _____

Account Application—Trade References

1. Name: _____
Business Address: _____
City: _____ State: _____ Zip Code: _____
Phone No: _____ Fax No: _____ Account No: _____
Terms: please check one of the following: C.O.D. Net 30 Days Net 60 Days

2. Name: _____
Business Address: _____
City: _____ State: _____ Zip Code: _____
Phone No: _____ Fax No: _____ Account No: _____
Terms: please check one of the following: C.O.D. Net 30 Days Net 60 Days

3. Name: _____
Business Address: _____
City: _____ State: _____ Zip Code: _____
Phone No: _____ Fax No: _____ Account No: _____
Terms: please check one of the following: C.O.D. Net 30 Days Net 60 Days

4. Name: _____
Business Address: _____
City: _____ State: _____ Zip Code: _____
Phone No: _____ Fax No: _____ Account No: _____
Terms: please check one of the following: C.O.D. Net 30 Days Net 60 Days

5. Name: _____
Business Address: _____
City: _____ State: _____ Zip Code: _____
Phone No: _____ Fax No: _____ Account No: _____
Terms: please check one of the following: C.O.D. Net 30 Days Net 60 Days

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Firm Name: _____

Account Application—Additional Terms and Conditions

Important Information Regarding Our Terms. Please Read Carefully!

The undersigned, by submission of this Account Application, agrees to be bound by all of Mariak Industries, Inc.'s Terms and Conditions, as set forth on Mariak's website www.mariak.com. By signing below, the undersigned represents and warrants that the undersigned has read all of the said Terms and Conditions understands them and agrees to be bound by them as the same may be modified from time to time.

Signed By: _____ Date: _____

Printed Name & Title: _____

Please return signed original!

Bill To & Ship To Addresses

If Bill To and Ship To Addresses are different, please indicate:

Bill To: Business Address: _____

City: _____ State: _____ Zip Code: _____

Ship To: Business Address: _____

City: _____ State: _____ Zip Code: _____

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Account Application—Seller's Resale Permit Number Pursuant to The Sales & Use Tax Law

Firm Name: _____

I hereby certify that I hold a valid seller's permit number _____ issued pursuant to the Sales and Use Tax Law; that I am engaged in the business of selling _____ that the tangible personal property described herein which I shall purchase from

Mariak Industries, Incorporated
575 West Manville Street
Rancho Dominguez, California 90220

will be resold by me in the form of tangible personal property: *provided*, however, that in the event any such property is used for any purpose other than retention, demonstration or display while holding it for sale in the regular course of business, it is understood that I am required by the Sales and Use Tax Law to report and pay for the tax, measured by the purchase price of such property.

Description of property to be purchased: Vertical, horizontal, mini-blind, shutters, and roller shades components, materials and fabrics.

Dated: _____ Signature: _____

at _____ By and Title: _____

Phone: _____ Address: _____

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Account Application—Customer Request to Release Banking Information

To: Customer's Bank

Regarding Customer Name:

Please release the banking information being sought by Mariak Industries, Incorporated as part of their credit application process.

My checking account number is: _____

My savings account number is: _____

Signed by: _____

Date: _____

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Firm Name: _____

Account Application—Customer Personnel Information

Your email address will help expedite online ordering & information requests for invoices and statements.

Dear Valued Customer,

In order to expedite your orders, please fill out the information below as complete as possible. Providing us with direct contact information for your staff will assist our sales personnel in clearing up any questions pertaining to orders.

Account # _____

Customer: _____

President/Owner: _____	Cell Phone: (____) _____ Email: _____
Online Administrator: _____ (secure user)	Cell Phone: (____) _____ Email: _____
Sales Manager: _____	Cell Phone: (____) _____ Email: _____
Customer Service: _____	Cell Phone: (____) _____ Email: _____
Accounts Payable: _____	Cell Phone: (____) _____ Email: _____
Lead Installer: _____	Cell Phone: (____) _____ Email: _____
Project Manager: _____	Cell Phone: (____) _____ Email: _____
Project Manager: _____	Cell Phone: (____) _____ Email: _____

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Account Application—Guarantee

This Documents Affects and Waives Important Rights of the Person Signing It.

This Guarantee ("Guarantee") is dated the _____ day of _____, 20____, and is made and entered into in Rancho Dominguez California between _____ ("Guarantor"), residing at _____, in favor of MARIK INDUSTRIES, INC., a California corporation ("MARIK") with its principal place of business at 575 West Manville Street, Rancho Dominguez, California 90220, as a material inducement by Guarantor for MARIK to extend credit to _____ (the "Company") as follows:

1. Guarantee.

- 1.1 Guarantee of Obligations. Guarantor unconditionally, absolutely and irrevocably guarantees and promises to pay MARIK, on demand, in lawful money of the United States of America, and in immediately available funds, any and all indebtedness and obligations (collectively, the "Guaranteed Obligations") of the Company to MARIK under any note, loan agreement, credit agreement, security agreement, pledge agreement or other document or instrument (collectively, the "Documents") or otherwise. The term "Guaranteed Obligations" is used herein in its most comprehensive sense and includes any and all debts, obligations and liabilities of the Company to MARIK now existing or hereafter incurred or created, whether voluntarily or involuntarily, and however arising, whether due or not due, absolute or contingent, liquidated or unliquidated, determined or undetermined. Guarantor agrees that this Guarantee constitutes a guarantee of payment when due and not of collection.
- 1.2 Consideration. Guarantor hereby acknowledges that MARIK has agreed to extend credit to the Company, in accordance with MARIK's Terms and Conditions and other Documents. Guarantor hereby acknowledges receipt of good, adequate and valuable consideration for this Guarantee in the form of MARIK's said extension of credit.
- 1.3 Guarantee of Full Amount. Guarantor hereby acknowledges and agrees that Guarantor's liability hereunder shall be IN THE FULL AMOUNT OWED TO MARIK, including interest, default interest, costs and fees (including without limitation reasonable attorneys fees) that would have accrued under the documents but for the commencement of a case under the U.S. Bankruptcy Code or any other law governing insolvency, bankruptcy, reorganization, liquidation or like proceeding.
- 1.4 Continuing Guarantee. This Guarantee is a continuing guaranty of the Guaranteed Obligations, including any and all Guaranteed Obligations which are renewed, extended, compromised, refinanced or restructured from time to time. This Guarantee shall remain effective until the Guaranteed Obligations have been fully paid, and Company has given written notice of that fact to MARIK.
- 1.5 Independent Obligations. Guarantor agrees that it is directly and primarily liable to Company, that Guarantor's obligations hereunder are independent of the Guaranteed Obligations and that a separate action or actions may be brought and prosecuted against Guarantor, whether action is brought against Corporation or whether the Company is joined in any such action or actions. Guarantor agrees that any releases which may be given by MARIK to the Company or any other guarantor or endorser shall not release if from this Guarantee.

2. Consents by Guarantor.

- 2.1 Consents. Guarantor hereby authorizes MARIK, without notice or demand and without affecting Guarantor's liability hereunder, from time to time to:
 - (a) Changes in Terms. Renew, compromise, extend, refinance, accept partial payments, accelerate or restructure the Guaranteed Obligations or otherwise change the time for payment or the terms of any of the Guaranteed Obligations, or any part thereof, including, without limitation, increasing or decreasing the rate of interest thereof;
 - (b) Amendment of Documents. Waive, amend, rescind or modify any of the terms or provisions of the documents or any agreement or document executed in connection therewith;
 - (c) Liquidation of Guaranteed Obligations. Settle, release, compromise, collect or otherwise liquidate the guaranteed obligations, of any part thereof, and any security or collateral therefore in any manner as MARIK may determine in its sole discretion;
 - (d) Collateral. Take and hold collateral to secure the payment of the Guaranteed Obligations and exchange, enforce, waive and release any such collateral and apply and direct the order or manner of sale thereof as MARIK in its sole discretion may determine.
 - (e) Releases. Release or substitute any one or more endorser(s) or the guarantor(s); and
 - (f) Assignment. Assign, without notice, this Guarantee in whole or in part and MARIK's rights hereunder to anyone at any time.
- 2.2 Non-Release of Guarantor. Guarantor agrees that MARIK may do any or all of the foregoing in such manner, upon such terms, and at such times as Mariak, in its sole discretion, deems advisable, without, in any way or respect, impairing, affecting, reducing or releasing Guarantor from its undertakings hereunder and Guarantor hereby consents to each and all of the foregoing acts, events and occurrences.

3. Waivers.

- 3.1 Defenses. Guarantor hereby waives any right to assert against MARIK as a defense, counterclaim, set-off or cross claim, any defense (legal or equitable), counterclaim, set-off or cross claim which the Company may now or at any time hereafter have under applicable law, rule, arrangement or relationship against MARIK, the Company or any other party. Guarantor waives all defenses, counterclaims and set-offs of any kind or nature arising, directly or indirectly, from the present or future lack of perfection, sufficiency, validity or enforceability of the Documents or any security interest thereunder.
- 3.2 Election of Remedies. Guarantor hereby waives any defense arising by reason of any claim or defense based upon an election of remedies by MARIK, which in any manner impairs, affects, reduces, releases, destroys or extinguishes Guarantor's subrogation rights, to proceed against the Company for reimbursement, or any other rights of Guarantor to proceed against any other person or security, including but not limited to, any defense based upon an election of remedies by MARIK under the provisions of section 580 (d) of the California Code of Civil Procedure, or any similar law of California or of any other state, or of the United States.

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- 3.3 Presentment, Demand and Notice. Guarantor waives all presentments, demands for performance, notices of nonperformance, protests, notices of dishonor, notices of default, notices of acceptance of this Guarantee, diligence, and notices of the existence, creation or incurrence of the Guaranteed Obligations or of new or additional Guaranteed Obligations incurred or created after the date of this Guarantee, and all other notices or formalities to which Guarantor may be entitled under applicable law.
- 3.4 Remedies Against Company. As a condition to payment or performance by Guarantor under this Guarantee, MARIAK shall not be required to, and Guarantor hereby waives any and all rights to require MARIAK to, prosecute or seek to enforce any remedies against the Company or any other party liable to MARIAK on account of the Guaranteed Obligations or to require MARIAK to seek to enforce or resort to any remedies with respect to any security interests, liens or encumbrances granted to MARIAK by the Company or any other party on account of the Guaranteed Obligations.
- 3.5 Subrogation Rights. Guarantor shall have no right of subrogation, reimbursement, exoneration, contribution or any other rights that would result in Guarantor being deemed a creditor of the Company under the U.S. Bankruptcy Code or any other law. Guarantor irrevocably waives all such rights, the right to assert any such rights and any rights to enforce any remedy which MARIAK now or may hereafter have against the Company and hereby irrevocably waives any benefit of any right to participate in, any security now or hereafter held by MARIAK, whether any of the foregoing rights arise in equity, at law or by contract.
4. Financial Condition of the Company.
Guarantor is presently informed of the financial condition of the Company and of all other circumstances which a diligent inquiry would reveal and which bear upon the risk of nonpayment of the Guaranteed Obligations. Guarantor hereby covenants that it will continue to keep itself informed of the Company's financial condition and of all other circumstances which bear upon the risk of nonpayment. Absent a written request for such information by Guarantor to Company, Guarantor hereby waives its right, if any, to require, and Company is relieved of any obligation or duty to disclose to Guarantor any information which Company may now or hereafter acquire concerning such condition or circumstances.
5. Termination of Guarantee.
Guarantor's obligations under this Guarantee shall continue in full force and effect and this Guarantee shall not terminate until the Guaranteed Obligations are fully paid, performed and discharged and Company gives Guarantor written notice of that fact. The Guaranteed Obligations shall not be considered fully paid, performed and discharged unless and until all payments by Corporation to Company are no longer subject to any right on the part of any person whomsoever, including, but not limited to, the Company, the Company as debtor-in-possession, or any trustee or receiver in bankruptcy, to set aside such payments or seek to recoup the amount of such payments, or any part thereof.
6. Miscellaneous.
- 6.1 Attorney's Fees and Costs. Guarantor agrees to pay all reasonable attorney's fees and other costs and out-of-pocket expenses which may be incurred by MARIAK in interpretation, enforcement or collection of this Guarantee and/or the Guaranteed Obligations, whether or not a suit is filed.
- 6.2 Interest. All amounts required to be paid to MARIAK by Guarantor pursuant to the provisions of this Guarantee (including, without limitation, pursuant to Section 6.1 hereof) shall bear interest from and including the date upon which such amounts are due, to and excluding the date of payment thereof, at the rate of ten percent (10%) per annum. All payments of such amounts by Guarantor shall include any such accrued interest.
- 6.3 Governing Law. The validity, construction and performance of this Guarantee shall be governed by the laws, without regard to the laws as to choice or conflict of laws, of the State of California.
- 6.4 Entire Agreement. This Guarantee embodies the entire agreement and understanding between MARIAK and Guarantor pertaining to the subject matter of this Guarantee, and supercedes all prior agreements, understandings, negotiations, representations and discussions, whether verbal or written, pertaining to that subject matter.
- 6.5 Successors and Assigns. The provisions of this Guarantee shall bind and inure to the benefit of MARIAK and Guarantor and their respective successors and permitted assigns.
- 6.6 Amendment and Waiver. This Guarantee may be amended, modified or supplemented only by a writing executed by MARIAK and the Guarantor. Either party may in writing waive any provision of this Guarantee to the extent such provision is for the benefit of the waiving party. No action taken pursuant to this Guarantee, including and investigation by or on behalf of any party, shall be deemed to constitute a waiver by that party of its or any other party's compliance with any provisions of this Guarantee. No waiver by any party or a breach of any provision of this Guarantee shall be construed as a waiver of any subsequent or different breach, and no forbearance by a party to seek a remedy for noncompliance or breach by another party shall be construed as a waiver of any right or remedy with respect to such noncompliance or breach.
- 6.7 Venue and Jurisdiction. Guarantor agrees that any suit, action or proceeding arising out of or relating to this Guarantee, or the interpretation, performance or breach of this Guarantee, shall be instituted in the Municipal or Superior Court of the State of California located in Los Angeles County, and Guarantor irrevocably submits to the jurisdiction of those courts and waives any and all objections to jurisdiction or venue that Guarantor may have under the laws of the State of California or otherwise in those courts in any such suit, action or proceeding.
- 6.8 Severability. The invalidity or unenforceability of any particular provision of this Guarantee shall not affect the other provisions, and this Guarantee shall be construed in all respects as if any invalid or unenforceable provision were omitted.
- 6.9 Further Assurances. Guarantor agrees to perform any further acts and to execute and deliver any other documents which may be reasonably necessary to effect the provisions of this Guarantee.

IN WITNESS WHEREOF, the parties hereto have caused this Guarantee to be duly executed as of the date and year first above written.

"Guarantor" Printed Name

"Guarantor" Signature