



CONSUMER PRODUCTS, INC.

100 MIDLAND DRIVE
DIEPPE, NEW BRUNSWICK
E1A 6X4

CREDIT APPLICATION / AGREEMENT

HEAD OFFICE TELEPHONE: (506) 858-7777
HEAD OFFICE FAX: (506) 852-2701
BURLINGTON, MA TELEPHONE: (781) 273-3222
BURLINGTON, MA FAX: (781) 221-2154

In consideration of the payment of \$2.00 by each party hereto to the other and in consideration of the mutual promises and agreements contained herein and the provision of services and products, including, without limitation, inventory (collectively "Products") and credit by Irving Consumer Products, Inc. (the "Company"), the undersigned hereby agrees with the Company as follows. This Credit Application/Agreement with the Company which includes terms and conditions must be fully completed, signed and returned before your credit request can be considered. This agreement governs all sales to you of the Company's goods or services on terms and conditions set forth by the Company or which may be established as policy from time to time by the Company. Sales representatives or agents of the Company are not authorized to amend or change the terms of sale or other terms and conditions of this agreement.

TERMS AND CONDITIONS

The attached terms and conditions are hereby incorporated herein. (Attach additional sheets if necessary)

Trade Name: _____

Legal Name: _____

Type of Organization: Corporation Partnership Proprietorship Year Established: _____

Present ownership in place since (year): _____ Business Premises: Owned Leased

Shipping Address: _____

Address Invoices Mailed To: _____

Address Invoices Paid From: _____

Telephone # _____ Fax # _____ E-Mail: _____

Credit Limited Required (Approximate Monthly Purchases): \$ _____

(Please attach financial statements for limits above \$50,000)

Names of Principals, Officers, Directors, Owners (enclose copy of birth certificate): _____

SSN# _____

Addresses: _____

Have any of the above ever been involved in bankruptcy proceedings? If so, provide details: _____

Bank References:

(1) Bank _____ City _____ Account # _____ Telephone # _____

(2) Bank _____ City _____ Account # _____ Telephone # _____

Major Suppliers:

(1) Name _____ Address _____ Telephone # (No toll Free) _____

(2) Name _____ Address _____ Telephone # (No toll Free) _____

(3) Name _____ Address _____ Telephone # (No toll Free) _____

Date of last year-end financial statement: _____

Copy attached: Yes To be Mailed

The undersigned hereby requests the Company to extend credit to the undersigned in the maximum amount referred to above. The undersigned (i) represents warrants and certifies that the above information is complete and correct in all respects, (ii) agrees to the payment terms of 2% 15 net 30 days and (iii) agrees and understands that all necessary collection and legal and service charges, together with interest (at 18% per annum) may be charged by the Company in the event of default or failure to pay for goods delivered or services rendered. I/We further represent that the customer applying for the credit has the financial ability and willingness to pay for all invoices within established terms. The undersigned hereby authorizes and consents to the receipt and provision of account and credit information by or to the Company.

Authorized Signing Officer

Title

Date

OUR TERMS AND CONDITIONS ARE INCORPORATED HEREIN - PLEASE SEE NEXT PAGE

TERMS AND CONDITIONS

This is an application and agreement for credit and shall apply to any and all credit extended by the Company. The credit applicant understands and agrees to the following terms of sale:

1. All claims against invoices must be made within 10 days after receipt of goods.
2. Goods may not be returned without prior authorization of the Company.
3. Goods/merchandise authorized for return will be subject to a minimum 15% restocking charge.
4. NSF cheques will be subject to a \$30.00 charge.
5. Failure to comply with these terms and conditions may result in cancellation of credit privileges without notice.
6. You will pay us all charges ("Charges") for the Products and services in accordance with any service agreement or invoice and any other agreements between us without deduction or set-off. If you fail to pay any amount when due, we may suspend or cancel the delivery of Products and services. During the period of suspension, if applicable you will continue to pay the Charges. These rights are in addition to any other rights which we may have as a result of your default. You will also reimburse us for all costs, charges and expenses, including, without limitation, NSF cheque charges and legal costs on a full indemnity basis. In the event that you breach any terms of this agreement or any other document or agreement with us, we may declare the balance of the fees owing under any or all of our agreements as being due at such time and may terminate any or all of such agreements, at our option, without obligation.
7. We each acknowledge that the Products, services, any quotes and recommendations (collectively, "Recommendations"), Charges and other terms of this agreement and any others with us (the "Confidential Matters") are strictly confidential and agree to take all reasonable precautions to prevent the disclosure of the Confidential Matters to any other persons. This obligation will not apply to prevent any disclosure required by law but only to the extent required thereby. This obligation will survive termination of this agreement and any others with us for five (5) years.
8. Any notice given in connection with this agreement must be in writing and delivered personally, or sent by first class pre-paid mail (if normal postal service is not interrupted), or sent by confirmed facsimile. Delivery will be deemed made five (5) days after mailing or on the next business day if delivery or sent by facsimile.
9. This agreement (which includes the terms printed on the other side of this page and the terms set out in the attached schedules, if any, together with any service agreement or invoice) replaces all previous agreements and understandings we may have had in respect of the Products or services and may only be amended by an agreement in writing, signed by your authorized representative and an authorized representative of the Company. In no event shall modification of this contract be effected by the acknowledgment or acceptance of purchase order forms containing different terms and conditions, whether or not by a representative of the Company as it is intended that only authorized representatives of the Company may amend the terms and conditions hereof and you shall be obligated to inquire as to the authority of such persons.
10. Unless otherwise agreed, this agreement shall be governed by the laws of the State of New York. The parties hereto hereby irrevocably attorn to the jurisdiction of the courts of that State.
11. Should your financial responsibility become unsatisfactory to us, cash payments or satisfactory security shall be required and you hereby consent to same. The Company shall be entitled to terminate all or any part of this agreement or any other agreements with you in the event that it deems itself unsecure as a result of your financial condition or otherwise.
12. This agreement is not assignable by you without our written consent. No modification of this agreement shall be of any force or effect unless in writing signed by the parties. If any provision of this agreement is or becomes violative of any laws, or rule, order or regulation, we have the right to cancel such provision, without affecting the other provisions, or to cancel this agreement in its entirety.
13. The parties confirm that it is their intention that this agreement, as well as any other documents relating hereto including notices, have been and shall be drawn up in English only.
14. The parties hereto agree that no amount payable hereunder to us may be held back or set off. However, to the extent that we owe you any monies hereunder and you owe monies to us or to any of our affiliates, we may set off such amounts owing.
15. Customer agrees that all funds owed to Customer from anyone or received by Customer, to the extent those funds result from the labour or materials supplied by the Seller, shall be held in trust for the benefit of Seller ("Trust Funds"). Customer agrees it has no interest in Trust Funds held by anyone and to promptly account for and pay to Seller all Trust Funds.