SUNNYWOOD, INC. 2503 Spring Ridge Drive, Unit H, Spring Grove, IL 60081 TEL: 815-675-9777 FAX: 815-675-9788

Dear Sir or Madam:

Thank you for your interest in setting up an account with us. We have enclosed our New Account Setup Package that includes our Sales Agreement for your record, and the necessary forms.

To start the process of establishing an open account for you, please return the following to us:

- 1. Completed and signed Credit Application
- 2. Signed Bank Information Inquiry Form authorizing your bank to response to our credit inquiry.
- 3. Information for Tax Exemption.
- 4. If you intend to use your credit card to settle your balance in the future, please also complete and sign the Credit Card Authorization Form on Page 6.
- 5. In the case that you will be using your own Shipper Number for shipments, please complete and sign the Collect and 3rd Party Freight Billing Authorization Form on Page 5.

It is important to return the above forms to us as soon as possible in order to enable us to establish your open account and ship your order as requested.

Please call us if you have any questions regarding the enclosed.

Thank you and we appreciate your business.

Sincerely,

Sunnywood Inc.

SUNNYWOOD, INC. 2503 Spring Ridge Drive, Unit H, Spring Grove, IL 60081

TEL: 815-675-9777 FAX: 815-675-9788

CREDIT APPLICATION

Business Name:	D.B.A.
Address:	
Telephone: Fa	x:
Email: Sale	es Tax Resale Number (attach form):
State of Incorporation:	No. of Years in Business:
Company Officers Names & Titles:	Type of Business:
	Corporation (State of)
	Sole Proprietorship
	□ Partnership
	□ Individual
BANK R	EFERENCE
Bank Name:Accou	int Number:
Address:	
Telephone:Cor	ntact Person:
Please list at least 3 trade references. For more trade references	Company Name:
Address:	Address:
City: State: Zip:	City:State:Zip:
Acct.#	Acct.#
Phone #	Phone #
Fax #	Fax #
Company Name:	Company Name:
Address:	Address:
City: State: Zip:	City:State:Zip:
Acet.#	Acct.#
Phone #	Phone #
Fax #	Fax #

In the event becomes necessary for Sunnywood to incur collection cost or institute a suit to collect any amount due under this Agreement or any portion thereof, the undersigned promises to pay such additional cost, charges and expenses including reasonable attorneys fees providing the account is placed in the hands of an attorney for collection. Buyer understands that extension of payment of past due invoices does not constitute a waive or Sunnywood's rights to compute and add finance charges.

The undersigned is an authorized principal or agent of the applicant and has read carefully and fully understands and accepts the terms and conditions of this Sales Agreement, and hereby authorize Sunnywood to whom this application is made, or any Credit Bureau employed by this firm to investigate the references herein listed, or statements, or other data obtained from me or from any other person pertaining to my credit or financial responsibility. Authorized Signature: Printed Name:

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SALES AGREEMENT

NEW ACCOUNTS: Please submit this Sales Agreement contract. If immediate shipment is required, it can be sent certified check, or it can be charged to Visa, MasterCard or American Express.

TERMS: 30 days net to approved credit. No shipments will be made to past due accounts or accounts with exceeded credit limit.

PAYMENT: Net prices and all freight on invoices are due and payable at: 2503 Spring Ridge Drive, Spring Grove, Illinois, 60081.

FINANCE CHARGE: A finance charge, which will be an amount determined by applying the periodic rate of 1.5% per month (annual percentage of 18%) will be applied to all unpaid amounts. FINANCE CHARGE is based on the ENTIRE past-due balance of all invoices not paid thirty (30) days after due date. A banking charge of \$40.00 will be charged on any returned checks.

BACK ORDERS: Back orders will be shipped as item become available unless stated otherwise on your order.

SHIPPING: All orders shipped UPS unless otherwise arranged with us in writing prior to shipment. Sunnywood reserves the right to select the best carrier. FOB point is Chicagoland, IL.

DAMAGED OR LOSS SHIPMENT: Carrier is responsible for damaged or any loss due to shipment transition. Please report all claims for loss and damages to the delivering carrier immediately upon receipt of the shipment concerned. You may need to keep the original packaging for inspection by the carrier company, and delay in reporting may cause you a loss.

SHORTAGES: All cases are sealed properly when they leave our dock. Any shortage in your shipment must be reported to us within two weeks of invoice date. If seal is broken when you received the goods, please report to carrier for your losses.

DEDUCTIONS: No deductions off invoice allowed unless approved in writing by Sunnywood.

DISPUTES: Applicant/Buyer agrees to waive their rights to jury trial in the event of controversy, dispute, or claim arising out of or relating to this agreement, and, agree to be heard in a competent court of law before the bench on any controversy, dispute, or claim that may arise out of or relating to this agreement. Applicant/Buyer expressly agrees to submit to personal jurisdiction in Illinois and that the forum for any litigation pursuant to this agreement or any other contract between Sunnywood and Applicant/Buyer, whether suit is brought by Sunnywood or Applicant/Buyer, shall be the County of Cook, State of Illinois. This agreement shall be governed by and construed in accordance with the laws of Illinois.

GUARANTEE: Sunnywood products are guaranteed against manufacturer's defects. Claims must be filed within 3 months of invoice date. Sunnywood or its appointed agent may examine the goods in question before allowing returns and issuing a credit.

RETURN POLICY ON NON-DEFECTIVE GOODS: No returns accepted without authorization number. Return request must be made within one week of receipt of goods. Merchandise must be returned in original condition and freight prepaid. 20% restocking charge will be applied on returns. Custom made orders and discontinued items are not returnable.

RETURN PROCEDURE: For either defective or non-defective returns, we will need some way of tying your returns with the original invoice in order to properly credit or replace the merchandise for your customers. Therefore, any one of the following reference numbers must appear on your returned packages:

- Your original PO number and Sunnywood Account Number
- Our Sales Order Number
- Our Invoice Number

Our RA Number (you receive this number if you have already called ahead and notified us of the situation)

Furthermore, we would need instruction and clarification from you on whether it is a defective or non-defective return; and whether to replace or credit the return. To achieve this, please either call, fax or email us with this information together with any of the above reference numbers.

Please understand that unknown packages delivered to us without reference numbers nor instructions from you cannot be handled effectively. We will have no way to properly service these cases. These packages will be refused on delivery and returned to sender.

> Prices and terms are subject to change without notice. No salesman is authorized to make exception to the terms and conditions.

The undersigned is an authorized principal or agent of the applicant and has read carefully and fully understands and accepts the terms and conditions of this Sales Agreement, and hereby authorize Sunnywood to whom this application is made, or any Credit Bureau employed by this firm to investigate the references herein listed, or statements, or other data obtained from me or from any other person pertaining to my credit or financial responsibility.

Authorized Signature:		Printed Name:	
Title:	Date:		

SUNNYWOOD, INC.

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BANK INQUIRY FORM

To be filled out by Sunnywood Inc.	
Business Name:	D.B.A
Address:	
Telephone:	Fax <u>:</u>
Account #:	

The above mentioned customer with your bank has requested credit terms from our company. Please provide the following information so we may process their request. Thank you for your timely cooperation in this matter.

To be filled out by Bank	
Date account opene	ed:
NSF: Y/N	
Account Average:	High
0	Med
	Low
Linco of Cradity	
Lines of Credit:	
Opened:	
Amount Owing:	

You are hereby authorized to furnish Sunnywood, Inc. with account and credit information in connection with our application for credit with them. Your response is solely a matter of courtesy for which no responsibility is attached to your institution or any of your officers.

Authorized Signature: _____

Business Name: _____

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COLLECT & THIRD PARTY ACCOUNT FREIGHT BILLING AUTHORIZATION

Sunnywood, Inc. is hereby authorized to apply all freight charges for shipments ordered by us

_____(company name)

to the following carrier account held by us:

UPS/FedEx (circle one)

Account No:______.

Sunnywood is further authorized to invoice and charge us all carrier charge-backs appearing on Sunnywood's freight account as a result of our failure to pay the carrier or any purchasing errors originated from us, plus any interest, fees and expenses pertaining to the collection of these charges.

Authorized by: _		

Title:

Date:

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Credit Card Authorization Form

Account No:	(to be filled in by Sunnywood Inc.)
Account Name:	
Card Type (Visa/Amex	Master Card)
Card Number:	
Expiration Date:	
Cardholder Name:	
Cardholder Billing Addr	ess: (Address where monthly credit card statements are received)
Phone Number:	
	(Associated with credit card)
total outstanding amou notifies Sunnywood in	that Sunnywood will automatically charge to the credit card listed above the nt that is due for purchases they submitted to Sunnywood, until the cardholder writing to either change the account terms or stop credit card billing. Otherwise, esponsible for all charges prior.
forth in this agreement, for the product and ser	Corporate Officer, by signing below I/we understand and agree to the terms set agree to pay, and explicitly authorize Sunnywood to charge my/our credit card vices provided. I/we further agree to provide Sunnywood with a new valid credit ur credit card listed above becomes invalid and further authorize the new credit he same terms.
Signature:	
Date:	

Thank you for your cooperation & your business.

SUNNYWOOD, INC.

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State Law requires UPDATE state tax exemption information from our customers who buy merchandise for resale purposes.

Please take a few minutes to fill out the following information and mail or fax it to us at the above address.

NAME	
ADDRESS	
CITY	
STATE	
ZIP CODE	
EXEMPTION STATE	
CERTIFICATE NUMBER	
EXEMPTION AUTHORITY	
EFFECTIVE DATE	
EXPIRATION DATE	