

Fusion Designs, Inc.
62870 C.R. 43
Goshen IN 46528

CREDIT APPLICATION FOR A BUSINESS ACCOUNT

BILLING NAME AND CONTACT INFORMATION			
Title		Date business commenced	
Company name		<input type="checkbox"/> Sole proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Other	
Phone Fax			
E-mail			
Registered company address City, State ZIP Code			
SHIPPING NAME AND CONTACT INFORMATION			
Title		Date business commenced	
Company name		<input type="checkbox"/> Sole proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Other	
Phone Fax			
E-mail			
Registered company address City, State ZIP Code			
BUSINESS AND CREDIT INFORMATION			
City, State ZIP Code		Bank name:	
How long at current address?		Primary business address City, State ZIP Code	
Phone		Phone	
Fax		Account number	
E-mail		Type of account	<input type="checkbox"/> Savings <input type="checkbox"/> Checking <input type="checkbox"/> Other
BUSINESS/TRADE REFERENCES			
Company name		Phone	
Address		Fax	
City, State ZIP Code		E-mail	
Type of account		Other	
Company name		Phone	
Address		Fax	
City, State ZIP Code		E-mail	
Type of account		Other	
Company name		Phone	
Address		Fax	
City, State ZIP Code		E-mail	
Type of account	<input type="checkbox"/> Savings <input type="checkbox"/> Checking <input type="checkbox"/> Other	Other	

SALES TAX

Taxable:	Enter Tax Permit# Below if yes:		
Yes _____			
No _____			

AGREEMENT TO TERMS AND CONDITIONS

I (we) make application for credit and acknowledge responsibility for payment to FUSION DESIGNS INC. per credit terms. If credit is extended, it is agreed that payment for all invoice(s), both current and future, will be made in accordance with the terms of the invoice(s). If payment is not made, it is understood that the customer will be charged and hereby agrees to pay interest on the unpaid balances of the account at the rate of 1-1/2% per month (19.6% APR). If payment is returned for any reason, i.e., NSF, it is understood that the customer will be charged and hereby agrees to pay \$25.00 for each occurrence and acknowledges that credit terms may be changed to COD. If the account is placed with an attorney for collection, customer agrees to pay reasonable attorney fees and all other costs of collection. Applicant hereby authorizes FUSION DESIGNS INC. to investigate and obtain reports concerning applicant's credit history, and to release third parties information about Company's credit experience with applicant.

FUSION DESIGNS INC. makes a limited warranty of its products which is set out in a separate document. The terms and conditions of this Agreement shall supersede any conflicting term or condition set out in Customer Purchase Order or any accompanying terms and conditions, and any conflicts between Customer's Terms and Conditions and this Agreement shall be resolved in favor of complete enforcement of this Agreement.

The Parties agree that this Agreement, and all documents issued in connection therewith, shall be governed by and interpreted in accordance with the laws of the State of Indiana. Customer agrees that any appropriate state or federal district court located in the City of Fort Wayne, Allen County, Indiana shall have exclusive jurisdiction over any case or controversy arising out of, under, or in accordance with this Agreement or any documents issued in connection therewith, and any judgment of such court shall be enforceable in any other court having jurisdiction over the Customer. Service of process on the Customer may be made by Certified Mail-Return Receipt Requested, at the addresses provided for above. By its entrance into this Agreement and acceptance and use of the goods and services provided by FUSION DESIGNS INC. Customer consents to the in persona jurisdiction of the Circuit Court and Superior Court of Allen County, Indiana and the United States District Court for the Northern District of Indiana, Fort Wayne Division and waives any and all of the defenses or challenges based on any such Court's alleged lack of jurisdiction or venue, including but not limited to, *forum non conveniens*. Each of the parties hereto irrevocably waives any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement.

AUTHORIZED SIGNATURES

Signature		Signature	
Name and Title		Name and Title	
Date		Date	

Unconditional Guarantee of Account

In consideration of FUSION DESIGNS INC. agreeing to sell to the company, of which I am a principal, officer, shareholder, member or otherwise interested party, on credit terms on current and future invoices as indicated on the invoice, I (we) personally and unconditionally guarantee the payment by this company of any past due account (including dishonored checks) incurred after the date of this guarantee.

My (our) liability under this guarantee shall become absolute upon the company failing to pay any obligation to FUSION DESIGNS INC. within the credit terms indicated on the invoice. FUSION DESIGNS INC. shall not be required to make any further collection efforts from the company before being able to fully and absolutely enforce this guarantee against me (us).

If the account should be placed with an attorney for collection, I (we) agree to pay interest, reasonable attorney fees and all other costs of collection as set out above and further agrees to jurisdiction and venue as set out above.

COMPLETE LEGAL NAME OF COMPANY

Doing Business As:			
DBA #1		DBA #3	
DBA #2		DBA #4	

PERSONAL GUARANTORS OF COMPANY ACCOUNT

Signature		Signature	
Name and Title		Name and Title	
Date		Date	

CONSENT TO PROCESS CREDIT CARD PAYMENT

The undersigned does hereby authorize Fusion Designs Inc. to access and perpetually charge my credit card as set out below for any balance owing to Fusion Designs Inc. for their products and/or services provided monthly to the Customer.

Visa/MasterCard Account No	
Expiration Date	
Security Code	
Cardholder Contact Name	
Street Address	
City State ZIP	
Telephone	
Email address	

CONSENT TO PROCESS ACH PAYMENT

The undersigned does hereby authorize Fusion Designs Inc. to submit Automated Clearing House ("ACH") payments from the following bank and account as set out below for any balance owing to Fusion Designs Inc. for their products and/or services provided monthly to the Customer.

Bank Name	
Street Address	
City State ZIP	
Telephone	
Routing Number	
Customer Account Name	
Customer Account Number	

COMMUNICATION CONSENT FORM

For Company:		For Individual:	
Complete Legal Name		DBA	
Street Address		City State ZIP	
Phone		Phone	
Fax		Fax	
Cell		Cell	
Email		Email	

Be sure to include all fax, cell phone number(s) and email address that FUSION DESIGNS INC. is authorized to use to communicate with you.

I understand that by providing the fax, cell phone number(s) or email addresses above, I am authorized to and hereby consent for the individual or company to receive faxes, cell phone calls or emails sent by or on behalf of FUSION DESIGNS INC. (and its subsidiaries and affiliates).

Printed Name of person authorized to provide consent

Signature

Title

Date