

Credit Application

The undersigned hereby applies for credit with MechoShade Systems, Inc., and agrees to abide by its standard terms and conditions of sale as printed below and on the back of this form.

PERSONAL GUARANTY

To induce MechoShade Systems, Inc., in its discretion, to extend credit or other financial Accomodations to Buyer, and in consideration thereof, together with good and valuable consideration, the undersigned hereby unconditionally and irrevocably guarantees to MechoShade Systems, Inc. the full and prompt payment of all invoices for all purchases made by the Buyer. Guarantor's obligations shall not be affected by Guarantor waives notice of (i) acceptance of this guaranty, (ii) any extension of credit from time to time given by MechoShade to Buyer, (iii) demand for payment, presentment, protest and notice of dishonor or nonpayment, and (iv) default by Buyer. Guarantor further agrees to pay all reasonable attorneys fees and costs of collection incurred by MechoShade in the event of the breach and/or Guarantor's obligations hereunder.

The undersigned also hereby grants and conveys to MechoShade Systems, Inc. ("MechoShade") a security interest in and mortgages to MechoShade, (i) all property, goods and chattels (the "Collateral") purchased from MechoShade, (ii) all proceeds, if any, realized from the Collateral and (iii) all increases, substitutions, replacements and additions to the Collateral. The undersigned agrees to execute and deliver a Financial Statement upon MechoShade's request. The undersigned authorizes MechoShade to file their Financial Statement and any renewal, with or without my signature, in the manner required by law. The undersigned agrees to pay all fees required for filing such Financial Statement and renewals, on demand.

ACCEPTED BY

Name of corporation _____
Name of guarantor _____
Title of guarantor _____
Signature of guarantor _____
Date _____

RESALE No.

(Enclose of a resale certificate)

STANDARD TERMS

All orders are custom in nature and are non-cancellable. One third (1/3) deposit is required on all standard products; 50% deposit on special-order items; 100% deposit on all first orders. The net balance is due 30 days from the date of the invoice. We accept credit cards and letters of credit.

All orders are subject to individual evaluation and credit terms; limits, if any, will be determined upon the receipt of each order. Should an account be placed for collection, the buyer (you) agrees to pay all collection costs, plus an additional 18% interest of the amount past due.

BILL TO

Company _____
Address _____
City, state, zip _____
Telephone _____
Fax _____
Email _____

PRINCIPAL OFFICERS, PARTNERS, OWNERS

Name _____
Address _____
City, state, zip _____
Title _____
Telephone _____ Fax _____
Social Security no. _____

Name _____
Address _____
City, state, zip _____
Title _____
Telephone _____ Fax _____
Social Security no. _____

TRADE REFERENCES (must be completed in full)

Name _____
Address _____
City, state, zip _____
Telephone _____ Fax _____
Account number _____

Name _____
Address _____
City, state, zip _____
Telephone _____ Fax _____
Account number _____

Name _____
Address _____
City, state, zip _____
Telephone _____ Fax _____
Account number _____

BANK REFERENCE

Signature on this application hereby authorizes bank(s) to release information on this (these) accounts

Bank _____
Address _____
Account _____
Phone _____
Fax _____
Officer name _____

ACKNOWLEDGED AND AGREED

Company _____
Signature _____
Name and title _____
Dated _____



MechoSystems
Corporate Headquarters
42-03 35th Street
Long Island City, NY 11101

T: +1 (718) 729-2020
F: +1 (718) 752-9507
E: info@mechosystems.com
W: mechosystems.com

Authorization to Release Bank Information

(Must have all account numbers)

Name of bank _____ Account officer _____

Address _____

City _____ State _____ Zip _____

Telephone number _____ Fax number _____

Name(s) on account _____

Checking account number _____

Loan account number _____

Name of bank _____ Account officer _____

Address _____

City _____ State _____ Zip _____

Telephone number _____ Fax number _____

Name(s) on account _____

Checking account number _____

Loan account number _____

Please accept this as authorization to release the above information to MechoShade Systems, Inc., for the purpose of extending credit. I (we) understand that this information will be kept in the strictest confidence between your organization and MechoShade Systems, Inc. I also authorize the release of information to be faxed to MechoShade Systems, Inc.

Authorized signature and title _____ Date _____



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General Terms and Conditions of Sale

I. ACCEPTANCE OF ORDERS

All buyer's orders must include Buyer's Purchase Order and MECHOSHADE SYSTEMS, INC. (MSS) Order form and be signed by Buyer. MSS is not bound by any terms listed on the Buyer's Order form which are in variance with MSS's Terms and Conditions of Sale.

Upon receiving MSS's Order Acknowledgement, buyer is considered to have accepted the order as written and has agreed to MSS's Terms and Conditions of Sale. No order, quotation or acknowledgements and no provisions of MSS's Terms and Conditions of Sale shall be subject to change in any respect, except as may be expressly agreed to in writing by an authorized officer of MSS. Failure of MSS to object to provisions contained in any Purchase Order or other communication from a Buyer in conflict or inconsistent with MSS's Terms and Conditions of sale (including without limitations penalty clauses or labor charges) shall not be construed as a waiver of these Terms and Conditions of Sale, nor an acceptance of any such conflicting or inconsistent provisions.

The Terms and Conditions herein constitute the entire Agreement between MSS and Buyer. No other representations or warranties shall be binding against MSS. In no event shall MSS be responsible or liable for any special, direct, or consequential damages rising out of this Agreement with Buyer.

These conditions of sale do not constitute a franchise or establish an agency relationship and do not grant a trademark or any other expressed or implied license.

An order is accepted as being complete only after receipt of all the following and are subject to acceptance by an officer of MSS:

- 1) A signed Purchase Order reflecting quantity, price, all details, and final dimensions for fabrication (if required).
- 2) A deposit (if required)
- 3) Credit approval
- 4) Approved shop drawings and seam and/or batten diagrams (if applicable)
- 5) Buyer is required to provide all necessary details, and information to MSS for the proper fabrication of the Buyer's order.

II. PRICES

Prices are for materials only and do not include installation or any federal, state or local taxes. Prices and specifications are subject to change without notice. Written quotations expire 90 days from the date of the quotation, unless otherwise specified. In the event that the Buyer wants to postpone the delivery date of a previously accepted order, MSS on its sole discretion reserves the right to "Bill & Hold." Payment is due in accordance with sale terms shipped or unshipped. If MSS agrees in writing to a postponed delivery date, then the price that will apply to this Order shall be the price in effect on the postponed shipping date.

III. CANCELLATION

All Orders are custom in nature and are Non-Cancelable. In the event MSS agrees in writing by an authorized officer to cancellation of an order prior to fabrication, said order shall be subject to a minimum 25% to 50% cancellation and restocking charge. Special order and non-standard items shall be paid for in full at quoted price.

IV. TERMS OF PAYMENT

Terms of payment are the Net amount payable within 30 days and 1.5% per month may be charged for late payment, as specified in MSS's Order Acknowledgement and in MSS's Invoice, regardless of terms indicated in the Buyer's Order Form or other documents. Any outstanding balances unpaid on the due dates shall be subject to payment of an interest charge until paid at the maximum legally permissible rate of interest in the State having jurisdiction of the transaction. In event of substantial changes in the financial condition of the

Buyer's Company including but not limited to, bankruptcy, change of ownership, change in credit rating, MSS reserves the right to cancel the Purchase Order without any liability for damages to the Buyer and/or change credit terms to the company and/or request a deposit or full payment in advance. A change in stock ownership of the company effects credit and shall require submitting for credit approval as a new company.

V. DELIVERY

MSS will use best efforts to ship within committed time frame from receipt of all dimensions and approvals. All shipments are Point of Shipment, freight collect or prepay and charge as determined by MSS. MSS shall specify Point of Shipment on its Order Acknowledgement, and MSS shall select billing, routing and method of transportation if not specified on Customer's Purchase Order. Claims for loss or damaged shipments should be reported immediately to both the carrier and MechoShade, and annotations shall be placed on all delivery receipts signed by the Buyer. The Buyer shall inspect the merchandise upon delivery and in the event defects or damages should be noticed after delivery, both the carrier and MechoShade shall be immediately contacted by telephone and, if the carrier fails to send an inspector within 5 days, a request should be made in writing to the carrier, confirming the telephone request for an inspection. Should the Buyer, in the first instance, fail to properly file a claim with the carrier, substantiated in accordance with its rules and within its time-limit, any possibility of claim for defect against MSS is waived.

VI. SHIPPING DELAYS

Unless otherwise specified by MSS, shipping dates provided by MSS at the request of the Buyer are approximate; deviation from estimated shipping schedules shall not entail penalties or damages; nor shall it be an acceptable ground for cancellation of the order. MSS shall not be responsible for any loss or damages to Buyer (or any Third-Party) occasioned by the non-performance of any of MSS's obligations under the contract when due to any cause beyond MSS's reasonable control, including without limitations an act of God, act or omission of the Buyer, embargo or other governmental act or delays in transportation, inability to obtain necessary labor, material or manufacturing facilities.

VII. WARRANTY

MSS warrants to the original purchaser that its products are free of manufacturing defects in factory materials or workmanship for the following specified warranty periods:

Hardware and ShadeCloth:

- Lifetime from date of shipment for the Mecho®/5 System.
- 10 years from date of shipment for the Mecho®/3 System.
- 10 years from date of shipment for any ElectroShade System.
- 5 years from date of shipment for the Suburban®/2 System.

Motors:

- 5 years from date of shipment for ElectroShade products.
- 1 year from date of shipment for Suburban®/2 products.

Electrical and Electronic Accessories:

- 5 years from date of shipment for ElectroShade products.
- 1 year from date of shipment for Suburban®/2 products.

Bead chain in the manual system is a fail safe element and is not warranted. If any part of an MSS product (except for the bead chain) is found in the reasonable judgment of MSS to be defective in factory materials or workmanship during the above-prescribed warranty periods, MSS will repair or replace the defective part.

Repair or replacement under this warranty does not include labor or costs for installation, reinstallation, or removal of MechoShade products, parts or components.



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General Terms and Conditions of Sale

This warranty extends only to the original purchaser for MSS products installed by an authorized MechoShade dealer representative with a valid written dealer representative agreement with MechoShade Systems, Inc. The MechoShade®/5 System Lifetime Limited Warranty is void unless the warranty card is filled out and returned to MSS within 120 days of shipment.

This warranty does not apply if any of the following exclusions exist:

- The product has been subject to misuse, abuse, neglect, negligence, accident, or has been operated in any way contrary to MSS' operating instructions or specifications.
 - Damages or conditions that have resulted from improper cleaning, maintenance, care or repair of the product.
 - Any loss of color intensity due to exposure to the sun, salt, or chemicals.
 - The product has been improperly installed.
 - MSS's written instructions for installation and wiring of electrical connections were not followed.
 - The product has been used to perform functions or operated in a manner contrary to its design or otherwise is used in a manner contrary to or in excess of MSS's specifications, drawings, or instructions.
 - The product is used with electrical accessories or parts, including switches, relays, or other accessory components, that have not been previously approved in writing by the MSS Engineering Department.
 - If any electrical accessories and other components have been used in disregard to the basic wiring diagram for which they were designed.
 - Failure to comply with all MSS' written instructions and specifications.
 - Repairs made necessary from normal wear of the product or by use of parts or accessories which are either incompatible with the product or otherwise adversely affect its operation, performance, or durability.
- MSS reserves the right to change or improve the design of any MechoShade product without assuming any obligation to modify or retrofit any product previously manufactured.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL OR IMPLIED (INCLUDING ANY IMPLIED WARRANTY OF MERCHANT ABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE). MSS SPECIFICALLY DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE IN THEIR ENTIRETY. MSS'S OBLIGATION UNDER THIS WARRANTY IS STRICTLY AND EXCLUSIVELY LIMITED TO THE REPAIR OR REPLACEMENT OF DEFECTIVE PARTS AS HEREIN DESCRIBED, AND MSS DOES NOT ASSUME OR AUTHORIZE ANYONE TO ASSUME FOR MSS ANY OTHER OBLIGATION, WHETHER WRITTEN, ORAL OR IMPLIED. MSS ASSUMES NO RESPONSIBILITY AND SHALL NOT BE LIABLE FOR ANY PERSONAL INJURY, LOSS, OR DAMAGE, WHETHER DIRECT, INCIDENTAL, OR CONSEQUENTIAL, INCLUDING BUT NOT LIMITED TO THE LABOR OR COSTS RELATED TO THE REPLACEMENT OF A DEFECTIVE PRODUCT OR PARTS OR INSTALLATION, REINSTALLATION, OR REMOVAL OF SUCH PRODUCT OR PARTS, EXPENSE OF RETURNING A PRODUCT OR PART TO MSS OR ITS AUTHORIZED DEALER OR THE EXPENSE OF DELIVERING IT BACK TO THE ORIGINAL PURCHASER, LOSS OR DAMAGE TO PERSONAL OR REAL PROPERTY, LOSS OF REVENUE, LOSS OF THE USE OF THE PRODUCT, LOSS OF TIME, OR INCONVENIENCE.

This warranty gives the original purchaser specific legal rights, and the original purchaser may also have other rights which vary from state to state. All costs related to installation and reinstallation of the MSS equipment covered by this warranty are not the responsibility of MSS. MSS will not be responsible for any consequential damages during or following installation procedures. Before using, the buyer and/or the ultimate user shall determine that the product is suitable for the intended application, and user assumes all risks and liability in connection therewith. Product specifications can be obtained by contacting MechoShade or an authorized MechoShade dealer. This Warranty may only be changed or modified with the express written consent of a MechoShade Systems, Inc. corporate officer so authorized.

Any removals, modifications or changes to the system due to changes in the tenant occupancy must be reviewed and approved by MechoShade Systems, Inc., and work performed by an authorized MechoShade representative pursuant to a valid written dealer representative agreement with MechoShade Systems, Inc. If the buyer resells any MSS products, it shall include all the terms and provisions of this warranty in such resale. MSS's responsibility to any such Third Party shall be no greater than MSS's responsibility under the warranty to the original Buyer.

VIII. RETURNS

No returns will be accepted without prior written authorization by MSS. All returns must be accompanied by a Return Authorization Number issued by MSS, and all unauthorized returns will be refused. The return shipment is to be freight prepaid by the Buyer, and under no circumstances shall the buyer deduct the value of the returned merchandise from any remittance due.

IX. TITLE

Risk of loss on all products shall pass to the Buyer at the Ex-works, Point of Shipment. However, MSS shall retain a security interest in the products until fully paid and the buyer agrees to perform all acts which may be necessary to perfect and assure the security interest in such equipment by MSS. In the event that MSS wishes to file a security interest in the products, pursuant to the Uniform Commercial Code, the Buyer authorizes MSS to file such financing statements without the Buyer's signature.

X. DEFAULT

In the event of Buyer's default in payment for the products purchased hereunder upon the terms and conditions agreed upon with MSS, to the extent permissible under New York State Law, Buyer shall be responsible for all reasonable costs and expenses incurred by MSS in collecting any sums owed by Buyer, and MSS shall not be obligated to make any further deliveries to Buyer.

XI. SUBSTITUTES

MSS may furnish substitutes for materials not obtainable because of priorities or regulations established by governmental authorities or because of non-availability of materials from suppliers, provided such substitutes will not affect the technical soundness of the product or its performance.

XII. ERRORS

Typographical or clerical errors in price lists, quotations, specifications, printed documents or publications, orders or acknowledgements are subject to change or correction and may be changed without notice.

XIII. DIMENSIONS

The dimensions and measurements in our printed documents are approximate at the date of publication and may be superseded there-after. Buyer should consult factory before utilizing such information. All specifications shall be subject to change without notice.

XIV. WAIVER

The failure of MSS to seek redress for any breach or violation of, or to insist upon the strict performance of any covenant or condition of this agreement shall not operate as a waiver of any subsequent breach or violation. The receipt by MSS of any payment with knowledge of the breach of any covenant of this agreement shall be deemed to have been waived by MSS unless such waiver be in writing signed by MSS.

XV. APPLICABLE LAW

The laws of the State of New York shall govern the interpretation of the provisions of this agreement.

XVI. ARBITRATION

In the event of a dispute, resolution shall be through binding arbitration in N.Y.C. under National or International rules of the American Arbitration Association with one (1) arbitrator. In event the claim is in excess of \$100,000 three (3) arbitrators shall be selected by the parties. All arbitration costs shall be shared by the parties.

Company _____

Acknowledged/Agreed by _____

Date _____



MechoSystems
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Long Island City, NY 11101

T: +1 (718) 729-2020
F: +1 (718) 752-9507
E: info@mechosystems.com
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Confidential Business Profile

Check one below

- MechoSystems** (contract), T: +1 (888) 445-4485, option 3, F: +1 (718) 752-9507, mechosystems.com
 MechoShade Home Systems, Inc. (residential shade dealers and audio-visual integrators),
T: +1 (718) 729-2020, F: +1 (718) 752-9507, MechoShadeHomeSystems.com

MechoSystem's Mutual Support Program is intended to benefit both our dealers/distributors and us through a partnering arrangement. This Business Profile questionnaire will assist us in helping to evaluate your business in conjunction with our own in view of the current business climate. By providing the information on this Business Profile, we will be better able to assist you in expanding your business and ours.

All replies are confidential

Date _____ Contact name _____

Firm name _____

Address _____

City _____ State _____ Zip code _____

Country _____

Telephone _____ Fax _____

E-mail address _____

Principal Officer _____

State Contractors License (if any) _____

About your business

Primary Business

Are you a (check all that apply)

- Manufacturer Fabricator Distributor Workroom Furniture store Decorating center
 Window coverings store Home automation Commercial contract

Which one of the following apply to your business?

Are you a (check all that apply)

- Showroom Warehouse Home-based business Web-based business

Over >



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Confidential Business Profile

Employees

How many employees do you have in your firm? _____

How many outside sales representative do you have? _____ Independent representatives _____

Are your installers: Employees Subcontractors

What percentage of your products are installed by you?

None 25% 50% 75% 100%

Sales

What percentage of sales are

Commercial _____% Residential _____% Hospitals and schools _____% Government _____%

Do you specify automation controls Yes No (if "No" skip to next question)

If yes, which automation control bands? _____

Please describe the geographical area that you do business in:

What percentage of sales/calls do you make to

Dealers _____% Architects/designers _____% End users _____% General contractors _____%

Products

Please list your major supplies including similar roller screen products:

What percentage of your business is

Mini blinds _____% Pleated blinds _____% Vertical blinds _____% Drapery work room _____%

Motorized drapery track _____% Automated control systems _____%

Roller shades _____% (Breakdown: Manual _____% Motorized _____%)

Are you prepared to inventory literature, extrusions, electronic controls, fabric, and accessories in the amount of

\$1,000 \$2,500 \$5,000 \$10,000 More

Additional information



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Credit Card Payment Authorization Form

Date _____

Customer number _____

Dealer/customer name _____

Address _____

City _____ State _____ Zip _____

Method of payment

I, _____, hereby authorize MechoShade Systems, Inc. to charge MechoShade Systems, Inc. invoice number(s) _____

in the amount of \$ _____ to the account listed below.

Visa MasterCard Discover American Express

Cardholder's name _____

Card number _____

Expiration date _____ CVV code (3 or 4-digit code on back of card) _____

Billing address of card _____
(if different from address above)

Cardholder's signature _____ Date _____



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Contact Information Form

Company name _____

Address _____

City _____ State _____ Zip code _____

Phone _____ Fax number _____

E-mail _____ Web site _____

Shipping address (If different from billing address) _____

City _____ State _____ Zip code _____

Phone _____ Fax number _____

Please provide us with the appropriate contact information for the following departments

Company owner/President

Name _____ Phone _____

Fax number _____ E-mail _____

Office Manager

Name _____ Phone _____

Fax number _____ E-mail _____

Order entry/Customer service

Name _____ Phone _____

Fax number _____ E-mail _____

Accounts payable

Name _____ Phone _____

Fax number _____ E-mail _____

Over >



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Contact Information Form

Sales/Project Manager

Name _____ Phone _____

Fax number _____ E-mail _____

Estimating

Name _____ Phone _____

Fax number _____ E-mail _____

Shipping/Receiving

Name _____ Phone _____

Fax number _____ E-mail _____

Marketing

Name _____ Phone _____

Fax number _____ E-mail _____

We have had numerous instances when we needed to reach dealers about shipping matters, or to provide final clarifications in relation to an order that is ready to ship. Usually these questions arise after business hours for many of our dealers. This point of contact will only be used by Customer Service for order related business purposes when we are unable to reach your company at a phone number on file. Please be assured that this information is not going to be shared or used for marketing/promotional initiatives.

Emergency contact

Name _____ Cell phone _____

Fax number _____ E-mail _____



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