TOTOWA SYSTEMS, INC.

P.O. BOX 696, Totowa NJ 07512 TEL: 973-942-1710 FAX:973-942-3082

CONFIDENTIAL ACCOUNT AGREEMENT

For the purpose of establishing a commercial credit account with Totowa Systems, Inc., the following statements in writing are made, knowing that Totowa Systems, Inc. is relying upon same, should credit be extended. It is further understood that the information as supplied is confidential and should be regarded as continuous until another application is substituted for it and the principals listed below agree to inform Totowa Systems, Inc. of any material change in the applicant's financial statement.

	Company's Legal Name				Telephone		Fax			
Customor	Address				City		State	Zip		
Customer										
	If billing address is different than that shown above, please list complete name, address, and telephone number:									
Description	Type of Business			Annual Sales	In Business Since	# of Employees	Amount of Cree	dit Requested		
of Business	Corporation Publicly Held Corporation Closely Held									
			Partnership-General Partnership-Lim							
Business										
Structure	If a Division of Subsidiary, Name and	ation:								
Licensing	If Incorporated, Date of Incorporation	n	State of Incorpo	oration	Resale #		Federal Tax ID	#		
Information							_			
	Name & Address of Bank		Telephone	Fax						
Bank										
References	Contact Person Checking Account#				Savings Account #					
	Loan Balance		Dusiness	Personal	Coordina di hum					
	Loan Balance		Business		Secured by:					
	1.Firm Name, Name of Contact, Add			Telephone Fax						
						relephone	Γaλ			
Trade	2.Firm Name, Name of Contact, Address					Telephone Fax				
Reference										
(Open	3.Firm Name, Name of Contact, Address Telephone Fax									
Accounts	unts									
Only)	4.Firm Name, Name of Contact, Address						Telephone Fax			
	Name					Social Security #				
	Home Address	City			State	Zip				
Principals										
Responsible for Payment	Name					Social Security #				
ioi rayinelit										
	Home Address	City		State	Zip					

CONFIRMATION OF INFORMATION ACCURACY AND RELEASE OF AUTHORITY TO VERIFY

The undersigned, for the procuring and establishing credit from time to time with Supplier and to induce Supplier to permit the above named customer to become indebted to Supplier to purchase goods, materials, and services, furnishes the above business and personal credit information. The undersigned, jointly and individually, certify that all information in this credit agreement is complete, factual and correct, and understands the Supplier will rely on the accuracy of the information for any credit that may be extended. Supplier is hereby expressly authorized to contact any parties listed herein and to verify any information contained in this Credit Application, and with regard thereof the undersigned hereby waives any privacy of credit information rights or regulations. If any representations made on the Application prove to be untrue, the undersigned agrees that all obligations of the above named customer to, or held by, Supplier shall immediately become due and fully payable without demand or notice and the undersigned further expressly agrees to assume personal liability for all obligations. If any certein of the undersigned further expressly agrees to assume personal liability for all obligations of said customer to Supplier. The undersigned acknowledges receipt of a copy of this Credit Application.

This Credit Application must be completed in its entirety and signed. The Purchase Agreement terms on the back of this Application are an integral part hereof and are to be read and also signed thereon.

CREDIT AND PURCHASE AGREEMENT Submitted to Totowa Systems, Inc. (Supplier)

Amounts due as a result of any and all purchases hereafter made by Customer from Supplier will be paid to Supplier on the following terms and conditions.

Terms	Due and payable in full within 30 days from date of invoice, unless otherwise agreed upon in writing.				
Late Payment	Past due amounts are subject to late payment service charges of 1 and 1/2% per month, which is an annual rate of 18%. If the delinquent Account is placed in collections, Customer is responsible for the cost of collections.				
Returns & Refunds	No returned goods will be accepted without authorization. All refusal and return for non- defective product will be subject to a 25% restocking fee. Refunds are issued in the form of a Credit Memo to be used as payment for future orders, and are valid for one year from the date of the credit memo.				
Delivery	TSI shall not be liable to the Customer for any failure or delay in filing orders accepted by TSI resulting directly or indirectly from causes beyond the control of TSI including, without limitation, strikes, or other labor troubles; fires, floods, delays in the delivery or shortages of materials, parts, supplies, transportation, or other facilities; the whole or partial use of TSI, facilities or suppliers for war or other government purposes; or the laws or regulations of the United States, any state or territory or any political subdivision thereof.				
Failure to Pay or Insolvency	In the event the Customer fails to pay any part of the purchase price when due, or the event that proceedings in bankruptcy, receivership, or insolvency are instituted by or against Customer or his property, Supplier may, at its option, cause the entire unpaid balance to become due and immediately payable.				
Litigation	In the event of any litigation arising out of this Agreement, Supplier shall be entitled to its reasonable costs and expenses incurred, including attorney's fees.				
State Laws	This Purchase Agreement shall be governed by the laws of your state.				
Changes in Business Structure	Sole proprietorships and partnerships expressly agree to advise TSI of the change in status to that of a Corporation by Certified Mail, return receipt requested. In the absence of such notification, the individuals will continue to be personally liable, for the debts of the business entity.				
Receipt of a Copy	Customer hereby acknowledges the receipt of a copy of this agreement at the time of its execution.				

ACCEPTED BY CUSTOMER	ACCEPTED BY TOTOWA SYSTEMS, INC.				
Accepted by Customer	Accepted by Supplier				
ls:	ls:				
POSITION	POSITION				
Date Accepted	Date Accepted				



INFORMATION RELEASE FORM

CREDIT REFERENCE FOR:____

(Customer Name)

CREDIT REFERENCE: _

(Bank/Company)

I hereby authorize the credit references listed on the attached Credit

Application to release information regarding our account(s) for the

purpose of establishing credit with Totowa Systems, Inc.

Authorized Signature

Title

Date