



AQUA Systems, Inc.

24 LUMBER ROAD, ROSLYN, NY 11576

Tel: (516) 705-0786 Fax: (516) 403-5383

To whom it may concern :

Please accept this form as authorization for the release of any and all credit information on my accounts to **Aqua Systems, Inc.**

Dealer:

Authorized Signature:.....

Print Name:.....

Date:.....



24 LUMBER ROAD, ROSLYN, NY 11576
Tel: (516) 705-0786 Fax: (516) 403-5383

CREDIT AGREEMENT

Application For:

- Prepay (wire transfer) COD (cashier's check) COD (Company Check)
- Electronic Funds Transfer (EFT) Net Terms Credit Line Amount\$ _____

Drop Ship Authorization:

Do you authorize Drop Shipments?

- Yes No

COMPANY INFORMATION:

Company Name.....
 Street.....
 P.O. Box.....
 City..... State..... Zip:.....
 Phone Country
 Fax.....
 Accounts Payable Contact.....
 Shipping Contact.....
 Order Placed by.....

Subsidiary of.....
 Type of Business.....
 Resale / Sales Tax No.....
 Are Financial Statements Available.....
 If YES, please attach copy with credit application
 CORPORATION PARTNERSHIP
 PROPRIETORSHIP
 Date Began Doing Business.....
 Internet / E-Mail Address.....

OFFICER INFORMATION:

Name / Title.....
 Home Address.....
 City..... State..... Zip.....
 Home Phone.....
 Social Security Number.....

Name / Title.....
 Home Address.....
 City..... State..... Zip.....
 Home Phone.....
 Social Security Number.....

BANK REFERENCES:

Name.....
 Contact Party.....
 Account No.....
 Street.....
 City..... State..... Zip.....
 Phone..... Fax.....

Name.....
 Contact Party.....
 Account No.....
 Street.....
 City..... State..... Zip.....
 Phone..... Fax.....

AUTHORIZED BUYERS:

Name: _____ Phone () _____ Fax: () _____ Email: _____
 Name: _____ Phone () _____ Fax: () _____ Email: _____
 Name: _____ Phone () _____ Fax: () _____ Email: _____

CREDIT REFERENCES: (All four credit references must be completed)

Name..... Name.....
Street Street
City:..... State:..... Zip City..... State:.....Zip:
Phone:Fax: Phone:Fax:
Account #:.....Terms Account #:.....Terms

Name..... Name.....
Street: Street:
City:..... State:..... Zip: City:..... State:..... Zip:
Phone:Fax: Phone:.....Fax:
Account #:..... Terms Account #:..... Terms

CREDIT AGREEMENT:

The undersign ("Customer") certifies that everything in this Agreement is true and complete. Statements herein found to be false are grounds for immediate termination the extension of credit pursuant to the Credit Programs described and, upon such termination, any outstanding obligations of Customer to Aqua Systems, Inc. (ASI) shall be immediately due and payable. ASI is authorized to investigate Customer's credit status, to obtain other such information as ASI shall require and to disclose any of such information to third parties. Customer hereby agrees to all terms and conditions of this Agreement, and the Security Agreement and Credit Programs. Customer certifies that he/she/it has the power to make, deliver, and perform under this agreement and said Security Agreement and, if customer is not an individual, that the undersigned officer(s) of customer are duly authorize to enter into this Agreement and said Security Agreement for and on behalf of customer.

.....
DATE CUSTOMER'S NAME (Please print)

.....
TITLE SIGNATURE

SECURITY AGREEMENT:

For and in consideration of the extension of credit from ASI to customer, Customer grants to ASI, to secure payment of all amounts owing from customer to ASI pursuant to such extension of credit, security title and a security Interest and to the following described property; wherever located, whether now existing or hereafter acquired: (1) all inventory and equipment delivered to Customer by, or on behalf of, ASI as more particularly described in a ASI Invoice and / or packing slip accompanying the same; (2) all rights of Customer to payment for such inventory and equipment sold, leased or otherwise transferred; (3) all additions, improvement, betterment's, replacement, and substitution to or for such inventory or equipment; and (4) all proceeds of any and all the foregoing including, without limitations, insurance proceeds. Customer irrevocably designates and appoints ASI its true lawful attorney-in-fact for the purpose of executing and filing all documents on behalf of Customer to perfect ASI security interest.

.....
DATE CUSTOMER'S NAME (Please Print)

.....
TITLE SIGNATURE

PERSONAL GUARANTEE:

To introduce Aqua Systems Inc.. ("Creditor") to extend credit to..... ("Debtor") pursuant to this credit Agreement, the undersigned..... (Print Name) hereby absolutely and unconditionally guarantees to creditor the prompt and full payment when due according to the terms of this Credit Agreement of any and all indebtedness and liability of every kind, nature and character specified in this Credit Agreement, together with all interest thereon and all attorney's fees, costs, and expenses incurred by Creditor in collection of such indebtedness and liability.

Signature:..... Address:.....
Print Name:..... Phone:
Social Security No.:.....

Submission of this application does not guarantee that credit will be extended. Aqua Systems, Inc. has the right to refuse credit to any entity. The decision to extend credit is solely within the discretion of Aqua Systems, Inc.

CREDIT APPLICATION MUST BE FILLED OUT AND SIGNED COMPLETELY IN ORDER TO BE PROCESSED.

LETTER OF ASSURANCE

To: Aqua Systems, Inc. (“Aqua Systems”)

From: _____
(Customer Company Name)

(Company Address)

Customer Purchase Order No.: _____

Re: Customer Certification and Letter of Assurance

_____ acknowledges that Aqua Systems, directly and through its designated freight forwarders, provide us with products that may be subject to the export laws and regulations of the United States and other countries. We also acknowledge that, under these export laws and regulations, Aqua System’s delivery of some products to us may take place only after Aqua Systems has received certain written assurances from us.

Accordingly, we hereby acknowledge, represent and warrant that (i) we will comply with all applicable laws and regulations whenever we transfer, export or re-export products obtained from Aqua Systems; and (ii) as required, secure licensing for items, end uses, and end users controlled under US export regulations, and present any such license to Aqua Systems upon request. We specifically acknowledge receipt, and understanding, of the applicable U.S. Sanctions regulations, copies of which have been provided by Aqua Systems. We further acknowledge and represent and warrant that we will not:

- Transfer, export or re-export, directly or indirectly, any product(s) acquired from Aqua Systems to Cuba, Iran, North Korea, Sudan, Syria, or any nationals thereof, or to any other country subject to restriction under applicable laws and regulations. We also represent and warrant that we are not located in, under the control of, or a national resident of any such country.
- Use the product(s) in any activity related to the development, production, use, or maintenance of Weapons of Mass Destruction, as defined by the U.S. Department of Commerce, including without limitation, uses related to nuclear, missile and/or chemical/biological development and/or production, nor will we transfer, export or re-export, directly or indirectly, to any party engaged in any such activity. We further understand that any activity relating, directly or indirectly, to the development of production of Weapons of Mass Destruction, is subject to prior U.S. export licensing requirements.
- Transfer, export or re-export, directly or indirectly, to any party listed by the U.S. Government on the Office of Foreign Assets Control (“OFAC”) Specially Designated Nationals (“SDNs”) list, or identified under any applicable law as prohibited from receiving product(s). We also represent and warrant that we are not on, or under control of, any person or entity on any such list.
- Request or make any regulatory certifications or applications on behalf of Aqua Systems.

If changes to this Letter of Assurance are necessary, we will contact Ali Asghar of Aqua Systems at:

Tel: 1-516-705-0786; or email: ali@aquacom.com.

Sincerely,

(Signature of Corporate Officer)

(Typed Name and Title)

(Company Name and Contact Information)