

STS OPERATING, INC. CREDIT APPLICATION AND AGREEMENT

TERMS: NET 30, SUBJECT TO CREDIT REVIEW AND APPROVAL.

Please provide all information. Any areas left blank may cause your application for credit to be returned for completion, which will delay processing.

Billing Name: _____	Shipping Information: _____
DBA _____	Name: _____
Parent Co Name _____	Address: _____
Street Address: _____	City: _____ In or Outside City Limits? _____
City: _____ In or Outside City Limits? _____	County: _____ State _____ Zip _____
County: _____ State _____ Zip _____	Phone: _____
Phone: _____	Dun & Bradstreet #: _____
FAX: _____	Federal Identification #: _____

Accounts Payable Contact: _____

Nature of Business: _____ SIC Code _____ NAICS Code: _____

Type of Business _____ Proprietorship _____ Partnership _____ Corporation _____ LLC _____ Subsidiary of _____

PRINCIPALS:	NAME	TITLE	SOCIAL SECURITY NUMBER

** Please furnish copy of Tax Exempt or Resale Certificate **

Purchases will be: _____ Resale _____ Exempt _____ Mixed _____ Taxable _____ What is the tax rate? _____

BANK REFERENCE:

Name: _____ Ck Acct #: _____ Savings #: _____
 Loan #: _____ Phone#: (_____) _____ Contact: _____

TRADE REFERENCES: (Please include fax numbers to expedite processing)

Name: _____	Address: _____	Contact: _____
Acct #: _____	City: _____	Phone: (_____) _____
Fax: (_____) _____		
Name: _____	Address: _____	Contact: _____
Acct #: _____	City: _____	Phone: (_____) _____
Fax: (_____) _____		
Name: _____	Address: _____	Contact: _____
Acct #: _____	City: _____	Phone: (_____) _____
Fax: (_____) _____		

To induce the extension of an open credit account or COD terms, Applicant authorizes release of information from trades and banks listed above and the use by STS Operating, Inc. ("SunSource") of credit reporting firms to check Applicant's payment history, and agrees to the terms and conditions set forth below and on the reverse side hereof.

PURCHASE MONEY SECURITY INTEREST.

Applicant, to secure payment of the liabilities to SunSource, hereby grants to SunSource a purchase money security interest in Applicant's inventory, including all goods and merchandise, and Applicant's equipment, now owned or hereafter acquired from SunSource and held for sale or used or consumed in Applicant's business (all hereinafter called "SUNSOURCE INVENTORY AND EQUIPMENT") and the proceeds thereof, without limitation. The Applicant authorizes SunSource as its attorney in fact and agent to execute on Applicant's behalf financing statements setting forth SunSource's security interest to be filed under the applicable filing provisions of the Uniform Commercial Code of the state in which the SUNSOURCE INVENTORY or SUNSOURCE EQUIPMENT is located. Without the written consent of SunSource, Applicant will not grant to anyone other than SunSource a security interest in SUNSOURCE INVENTORY AND EQUIPMENT, and will not allow any adverse financing statement covering any SUNSOURCE INVENTORY AND EQUIPMENT or proceeds thereof to be on file in any public office.

COMPANY NAME: _____ BY: _____ Title & Date _____

By signing above, applicant acknowledges and agrees to the SunSource Terms and Conditions of Sale and Warranty (found at <http://www.sun-source.com/terms-and-conditions.pdf>) for all products and services supplied by Seller from this date hereafter. In addition, the information set forth above by Applicant is true and correct. A person whose signature is above is authorized to enter into this Agreement for Applicant, and to bind Applicant to its terms. Applicant hereby attests that all submitted financial statements are true and correct.

Any or all liabilities to SunSource shall, at the option of SunSource, and notwithstanding any time or credit allowed by any instrument evidencing a liability, become immediately due and payable without notice or demand upon an "event of default," which is defined to include the default in the payment of any liability owed to SunSource, including, without limitation, any amounts due and payable with respect to any account of Applicant, and the death, dissolution, termination of existence, insolvency, business failure, appointment of a receiver for any part of the property of Applicant, assignment for the benefit of creditors by Applicant, or the commencement of any proceedings under any bankruptcy or insolvency laws by or against Applicant or any guarantor or surety for Applicant