



RIP-IT SPORTS TERMS FOR NEW ACCOUNTS

All first orders are credit card pre-pay only. Card will be charged upon ship.

Card # _____ Exp. _____ CVV # _____

Name On Card: _____

Billing Address: _____

City _____ State _____ Zip _____

To use this card to charge ALL future orders at time of ship, please initial here: _____

RIP-IT's terms vary based on our ordering programs. Please contact your sales rep or customer service for more information.

TRADE REFERENCES

(Please list active vendors only; no credit cards)

Name 1: _____ Account # _____

Address: _____

City _____ State _____ Zip _____

Contact _____ Phone _____ Terms _____

Name 2: _____ Account # _____

Address: _____

City _____ State _____ Zip _____

Contact _____ Phone _____ Terms _____

SIGNATURE

Name: _____ Title: _____

Signature: _____ Date: _____

PERSONAL GUARANTEE

The undersigned guarantees fully, without reservation or offset, the payment of any sums due from the above-noted "company" in the event said company fails to pay any such sum when and as due. The undersigned waives notice default and demand for payment and agrees to pay all expenses of collection, including reasonable attorney's fees and any applicable interest thereon. This guaranty shall be enforceable as to all. The undersigned hereby gives permission to use any tools necessary to determine credit worthiness.

Name: _____ SSN: _____

Email Address: _____ Phone: _____

Address: _____

City _____ State _____ Zip _____

Signature: _____ Date: _____

TERMS AND CONDITIONS

1. CUSTOMER'S ACCEPTANCE OF TERMS: Clearview Systems, Inc., d/b/a RIP-IT Sporting Goods, shall hereinafter be referred to as "RIP-IT", and the applicant shall be referred to as "CUSTOMER." The CUSTOMER desires to purchase goods and/or services from RIP-IT, and CUSTOMER agrees in consideration thereof to be bound by the terms and conditions stated in this agreement. RIP-IT hereby objects to any terms or conditions at variance with, different from or additional to those terms and conditions stated herein unless such terms and conditions are hereafter set forth in a writing signed by RIP-IT. Anything herein to the contrary notwithstanding, no amendment to, or waiver, modification or deletion of, any of the terms and conditions stated herein shall be deemed effective unless any such amendment, waiver, modification or deletion, as the case may be, shall have been approved and accepted in writing by an officer of RIP-IT.

2. OPEN CREDIT ACCOUNT: RIP-IT reserves the right to approve, approve with conditions or disapprove any request for extension of credit in its sole discretion. The amount of credit extended to CUSTOMER will be determined by RIP-IT and may vary from time to time. CUSTOMER waives notice of any change in CUSTOMER'S credit limit. All amounts charged to the open account are CUSTOMER'S responsibility. CUSTOMER agrees to pay any and all invoices, charges, fees and costs which CUSTOMER or any authorized person incurs on CUSTOMER's account. Unless CUSTOMER notifies RIP-IT in writing within five (5) days of any unauthorized use of CUSTOMER's credit account, CUSTOMER agrees that any other person who incurs charges on CUSTOMER's account is authorized to do so. Notwithstanding the foregoing, any and all contracts, certificates, invoices and other writings signed on behalf of CUSTOMER by any employee of CUSTOMER shall be deemed to have been executed on behalf of CUSTOMER with full authority.

3. OPEN ACCOUNT PAYMENT TERMS: All sums owing RIP-IT by CUSTOMER shall be paid in accordance with the terms and conditions expressed on any written quotation signed by RIP-IT and CUSTOMER, or on RIP-IT's invoice. In the absence of such express terms and conditions, RIP-IT's terms for CUSTOMER will be Net 30 days. CUSTOMER agrees to notify

RIP-IT in writing, of any error in any invoice within ten (10) days after the date of that invoice. If not so noticed, the invoice shall be deemed to be correct, and accepted as rendered.

4. CUSTOMER'S REPRESENTATIONS: Credit will be extended by RIP-IT to CUSTOMER based on the information provided in this application. CUSTOMER agrees that any financial documents provided RIP-IT are true and correct, and will provide RIP-IT such documents, from time to time upon request. CUSTOMER represents to RIP-IT that it is solvent as of the date of this agreement, and that any Financial Statement attached accurately reflects the present financial condition of CUSTOMER as of the date of this agreement. RIP-IT is authorized to check CUSTOMER's credit background.

5. PRICES: RIP-IT has the right to change, without notice, any prices and/or specifications in its catalog or other writing that does not expressly prohibit such change.

6. DEFAULT: Failure to make timely payment as provided in paragraph 3 above shall result in all charges on the account being deemed past due. Whether or not expressed in any quotation or invoice, all sums past due shall bear an interest charge at the rate of one and one-half percent (1.5%) per month until paid in full. In addition, CUSTOMER agrees to reimburse and pay RIP-IT for all expenses, costs, and attorney's fees incurred or expended by RIP-IT in enforcing any of its rights hereunder and/or collecting any past due sums, whether or not suit is commenced.

7. PURCHASE ORDERS: Issuance of a purchase order by CUSTOMER shall be deemed an acceptance of RIP-IT's terms and conditions contained herein, notwithstanding anything to the contrary in CUSTOMER'S purchase order documents. CUSTOMER acknowledges and agrees that issuance of a purchase order creates no burden on the part of RIP-IT to verify its accuracy or validity, and goods or services that are provided to CUSTOMER pursuant to a purchase order shall be the full responsibility and obligation of the CUSTOMER.

8. SHORTAGES AND/OR DEFECTIVE OR DAMAGED GOODS: Any alleged shortages and/or defective or damaged goods received by CUSTOMER in connection herewith must be reported in writing by CUSTOMER to RIP-IT within 5 days after delivery of said goods. Delivery of goods shall be subject to normal variations in weight, color, size, quantities, etc., as are standard in the trade. After such 5-day period, CUSTOMER shall be deemed to have irrevocably accepted the goods, if not previously accepted. After such acceptance, CUSTOMER shall have no right to reject the goods for any reason or to revoke acceptance. CUSTOMER hereby agrees that such 5-day period is a reasonable amount of time for such inspection and revocation.

9. CANCELLATION AND RETURNS: CUSTOMER may not cancel any order of goods without RIP-IT's express, written consent. Any cancellation so authorized shall be subject to a cancellation charge of 15% at RIP-IT's sole discretion. Unused goods, processed material or specially manufactured materials not normally carried in RIP-IT's inventory may not, under any circumstances, be returned. The amount of credit, if any, allowed to CUSTOMER for returned goods shall be at the sole discretion of RIP-IT.

10. HANDLING CHARGES FOR RETURNS: Customer is subject to a handling charge of no less than twenty dollars (\$20.00) and no more than twenty percent (20%) of the sales price of the returned goods. Defective goods, as verified by inspection, are not subject to a handling charge.

11. GOVERNING LAW AND VENUE: Customer agrees that for and in consideration of RIP-IT's extension of credit, this agreement is to be construed under the laws of the State of FLORIDA, and that if legal action is brought to enforce this agreement, that ORANGE COUNTY, FLORIDA, shall be the exclusive jurisdiction and legal venue for said action, unless RIP-IT

initiates said legal action concurrently against other parties to enforce statutory remedies (such as mechanic's lien, stop notices, payment bonds, etc.) in connection with a debt incurred by CUSTOMER; in such case, the jurisdiction and legal venue will be determined by the requirements of the FLORIDA Civil Code or Code of Civil Procedure in order for RIP-IT to enforce such statutory rights.

12. ASSIGNMENT: No right or interest in this agreement shall be assigned by CUSTOMER without the written permission of RIP-IT, and no delegation of any obligation owed or of the performance of any obligation by CUSTOMER shall be made without written permission of RIP-IT.

13. SEVERABILITY: If any term, covenant or condition of this agreement, or the application thereof to any person or circumstance, shall, to any extent, be invalid or unenforceable, the remainder of this agreement or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition of this agreement shall be valid and shall be enforced to the fullest extent permitted by law.

14. NON-WAIVER BY RIP-IT: No waiver of any term, provision or other condition of this agreement by RIP-IT, whether by conduct or otherwise, in any one or more instances, shall be deemed or construed as a further or continuing waiver of any such term, provision or condition or as a waiver of any other term, provision or condition of this agreement.

15. ACCEPTANCE / ENFORCEABILITY OF COPIES: CUSTOMER agrees that RIP-IT may, at RIP-IT's sole discretion, accept, utilize and rely upon a facsimile copy or photocopy of this agreement and the foregoing Continuing Personal Guaranty or Corporate Guaranty, in lieu of an original document. CUSTOMER acknowledges that, by transmitting a facsimile copy, electronic copy or photocopy of this document to RIP-IT, CUSTOMER, and the Guarantor (if applicable), agree to be bound by the terms and conditions contained in this document to the same extent as if an original were transmitted to RIP-IT. CUSTOMER, and Guarantor (if applicable), consent to RIP-IT's use of this document and waive any right to object to the use of a copy in place of the original and any right to require Seller to subsequently produce an original document. This Credit Application and Agreement cannot be altered, amended, revised, or otherwise modified unless an officer of RIP-IT provides prior written consent thereto.

ACCEPTANCE OF TERMS AND CONDITIONS

In consideration of Seller's extension of credit to CUSTOMER, CUSTOMER agrees to pay under the terms of this Agreement and Application for Credit (the "Agreement") when due (a) all debts, liabilities and obligations, now existing or hereafter coming into existence; (b) a service charge not to exceed 1 1/2% per month, or 18% per annum, (or the maximum allowable contract rate under applicable law) on the unpaid balance of any account or other Obligations (the "Service Charge"); and (c) reasonable attorneys' fees, costs and expenses incurred in connection with the collection and enforcement, or any attempts at collection and enforcement, of such debts, liabilities or obligations of Applicant, by or through any attorney, all of (a), (b) and (c) shall be referred to as the "Obligations". Applicant agrees to pay for all goods purchased in compliance with the prevailing terms of Seller. If Applicant fails to comply with Seller's prevailing terms or any of the provisions of this Agreement, Seller may declare the unpaid balance on this account immediately due and payable. In this event, Applicant agrees to pay such balance upon demand or Seller may, in the manner and as provided by applicable law, retake the goods or pursue any further remedy provided by applicable law.

Applicant hereby authorizes the use of this document, or a facsimile thereof, as consent for the release of credit information to Seller by credit bureau and the above-listed Trade and Bank References.

Applicant certifies that the statements on this Agreement are true, correct and complete, and that they have been made in order to obtain credit from RIP-IT Sporting Goods.

If more than one person shall execute this Agreement, the term "undersigned" shall mean all parties executing this Agreement, and any liability under this Agreement shall be joint and several.

Applicant has executed this Agreement under seal, this the _____ day of _____, 20_____.

IF CORPORATION

(Must be signed and sealed by a duly authorized officer)

Name Of Corporation

By: _____
Name of Officer

Title

Signature of Officer

IF INDIVIDUAL OR SOLE PROPRIETORSHIP

Signature of Individual

IF LIMITED PARTNERSHIP OR GENERAL PARTNERSHIP

(Must be signed by all general partners)

Name Of Partnership

By: _____
Print Name of General Partner

Signature of General Partner

Print Name of General Partner

Signature of General Partner