



distributors inc.

DISTRIBUTORS OF PAINTS,
BODY SHOP SUPPLIES
& EQUIPMENT

Credit Department Fax Line

Fax: 604-540-6786

APPLICATION FOR CREDIT

LEGAL NAME OF BUSINESS, OR INDIVIDUAL: _____
 BILLING ADDRESS: _____ CITY: _____
 PROV: _____ POSTAL CODE: _____ ARE YOU REQUESTING A CASH SALE OR CHARGE ACCOUNT?
 BUS TEL NO: _____ FAX: _____
 BUS EMAIL: _____ CREDIT REQ'D: \$ _____
 PROVINCIAL TAX NO: _____ BUSINESS START DATE: (YR) _____

NAMES OF PRINCIPALS OR PARTNERS

FULL NAME(S)	HOME ADDRESS	TITLE	BIRTHDATE
_____	_____	_____	_____

HAVE PRINCIPALS EVER DECLARED BANKRUPTCY? YES NO ASSIGNMENT OF RECEIVABLES: YES NO

BANK: _____ ADDRESS: _____ TRANSIT NO _____
 ACCOUNT NO: _____ BANK PH: _____

MAIN SUPPLIER REFERENCES

NAME	ADDRESS / CITY	PHONE NO
_____	_____	_____

PROPERTY: RENTED MONTHLY RENT \$ _____ OWNED VALUE \$ _____ MORTGAGE \$ _____
 PREVIOUS EMPLOYMENT: _____

I/WE hereby authorize PBE Distributors Inc. to conduct or cause to be conducted, a personal investigation regarding me/us from other, and to obtain such credit reports as may be deemed necessary. In consideration of being permitted to make purchases on my/our account with PBE Distributors Inc up to a credit limit, which may be established by PBE Distributors Inc. I/WE, the customer, hereby agree to the following:

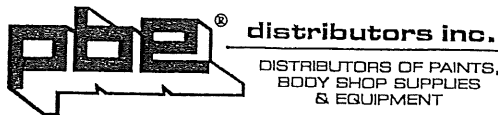
1. I/WE shall pay all PBE Distributors Inc invoices in accordance with the terms stated on such invoices.
2. I/WE hereby agree to pay an administration charge of 2% month (24% per annum) on the amount of any overdue balance on any invoice from the date of such balance becomes overdue.
3. I/WE agree that at any time PBE Distributors Inc shall have the right to refuse further credit.
4. I/WE agree that every statement of account shall be deemed and treated as authorized and correct and as ratified and confirmed by the customer unless PBE Distributors Inc receives from the customer written notice to the contrary within 15 days of receipt of such statement forwarded by PBE Distributors Inc to the customer.
5. I/WE hereby certify that the above information is true and correct.
6. PBE Distributors Inc reserves the right to request a Guarantee and Postponement of Claim.

DATED AT (city) _____ THIS _____ DAY OF (month) _____ 20 _____.

PRINCIPAL: PRINT NAME: _____ SIGNATURE: _____
 (PLEASE COMPLETE NEXT PAGE)

FOR INTERNAL USE ONLY

SET UP DATE: _____ 20 _____ SALES REPRESENTATIVE: _____ ACCT NO: _____
 CREDIT APPROVED: Y or N AMOUNT GRANTED: \$ _____ CASH SALE: \$ _____
 APPROVED BY: _____ COMMENTS: _____



GUARANTEE AND POSTPONEMENT OF CLAIM

TO: PBE Distributors Inc.

WHEREAS _____ (hereinafter called the "Customer") proposes to purchase from you on credit and to become indebted to you in an amount of money which will be changing constantly as you sell goods to the Customer and the Customer makes payments on the account. NOW THEREFORE in consideration of your selling goods from time to time to the Customer and other good and valuable consideration, I hereby guarantee payment to you of all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, which are now or shall at anytime hereafter become due and owing to you from the Customer for goods supplied to the Customer, including any administration charges charged by you on any past due portions of the Customer's indebtedness to you in accordance with your system of extending credit and charging administration charges on past due accounts and also due payment of all commercial paper now due or which may at any time hereafter become due to you from the Customer or held by you in respect of any such goods upon which the Customer shall or may be liable, and including all costs incurred by PBE Distributors Inc., including legal costs on a solicitor and his own client basis, in collection efforts made on behalf of PBE Distributors Inc.

I further guarantee the performance and observance by the Customer of all terms, conditions, covenants and agreements contained in any contracts or other agreements between PBE Distributors Inc. and the Customer.

This Guarantee shall remain in full force and effect notwithstanding any transaction which may take place between PBE Distributors Inc. and the Customer, and whether or not I have been given notice of such transaction and whether or not I have consented thereto.

Without restricting the generality of the foregoing, this Guarantee shall remain in full force and effect notwithstanding:

- (a) any act, omission, neglect or default of PBE Distributors Inc. which might otherwise operate as a discharge, either partial or absolute, of the Guarantors, and, whether or not I have been given notice of such act, omission, neglect or default and whether or not I have consented thereto;
- (b) the granting of any time or extension of time or other indulgences to the Customer;
- (c) the taking of additional or collateral security or additional guarantees by PBE Distributors Inc.;
- (d) the acceptance, by PBE Distributors Inc., of any composition or arrangement involving the indebtedness of the Customer, or the variation or termination of any contract or agreement between the Customer and PBE Distributors Inc.;
- (e) the release, howsoever obtained or caused, of the Customer or anyone else now or hereafter liable to PBE Distributors Inc. in respect of the indebtedness of the Customer to PBE Distributors Inc.;
- (f) I, the Guarantor, shall be considered as the principal debtor and hereby waive the benefits of division and discussion;
- (g) the parties acknowledge that they have required that this Guarantee be prepared in English. Les parties reconnaissent avoir exigé que la présente garantie soit rédigée en anglais.

Notice of acceptance hereof, amount of sales, date of shipment or delivery and notice of default in payment are hereby waived and it is expressly understood that notice of and the requirement of proceedings against the Customer are hereby waived. You shall have the right at any time to refuse further credit to the said Customer, accept the Customer's notes or acceptance for the amount due or any part thereof, renew said notes or acceptances or any part thereof, compromise the Customer's liability to you, extend time for payment to the said Customer or to any person liable upon any collateral or other security which you may at any time hold and accept or relinquish other securities as you may think proper, without notice to me and without discharging or affecting my liability. It is agreed that any claim or claims which I may now or hereafter have against the said Customer shall be deferred and postponed to your claim and that any monies received by me from the said Customer on account on such claims shall be deemed to be held in trust for you by me to the extent of your claim which monies for valuable consideration I hereby assign to you.

You shall not be bound to exhaust your legal remedies against the Customer or other persons, or the securities you may hold, before being entitled to payment from me of any and all amounts hereby guaranteed.

Where used in this guarantee the singular shall include the plural and the masculine shall include the feminine and the body corporate where the context or the parties so require or permit and in the event of there being more than one guarantor their liability shall be joint and several.

THIS GUARANTEE shall be a continuing guarantee for the whole debt now contracted and which shall be contracted by the said Customer with you in respect of goods to be supplied to the Customer as aforesaid or otherwise howsoever, & shall be revocable at any time as to future transactions by notice in writing given you or your authorized agent by me, or in case of my death my personal representatives, whereupon I agree to pay you whatever may then be due or accruing due to you by the Customer. This guarantee shall not be revoked by my death. This Guarantee shall remain in full force and effect and shall apply to all of the terms, conditions, covenants & agreements contained in any contract or other agreements between PBE Distributors Inc. and the Customer, and shall remain enforceable in accordance with its terms notwithstanding the bankruptcy, insolvency or dissolution of the Customer.

My obligations hereunder shall be direct and unconditional and independent of the obligations of the Customer, and a separate action or actions may be brought and maintained against me without the necessity of joining or previously proceeding against the Customer, and in respect of any enforcement activities including legal proceedings commenced by PBE Distributors Inc to enforce the terms of this Guarantee, I agree to pay and be liable for, in addition to all other amounts payable hereunder, the solicitor and client costs incurred by PBE Distributors Inc in enforcing the terms of this Guarantee.

If default shall occur under any contracts or agreements between PBE Distributors Inc. and the Customer, I shall forthwith pay to PBE Distributors Inc. all principal monies, interest, costs and charges due by virtue of such contracts or agreements and this Guarantee without the necessity of the PBE Distributors Inc making prior demand on either the Customer or the Guarantors hereunder, which demand I hereby waive. In the event of my failure to so pay, the outstanding sum may be recovered by PBE Distributors Inc. against me as a just debt due and improperly withheld.

This Guarantee may be amended only by an agreement in writing executed by both PBE Distributors Inc. and all of the Guarantors.

I / WE THE PRINCIPAL(S) have executed this Guarantee at:

(city) _____ this _____ day of (month) _____, 20 _____.

PRINCIPALS NAME: _____ PRINCIPALS NAME: _____

PRINCIPALS SIGNATURE: _____ PRINCIPALS SIGNATURE: _____