

FORCE MAJEURE

In the event that %UHDNØRG(ØHUSULVHV,Ø shall be prevented from completing performance of its obligations hereunder by an act of God or any other occurrence whatsoever which is beyond the control of the parties hereto, then it shall be excused from any further performance of its obligations and undertakings hereunder. If, however, performance by %UHDNØRG(ØHUSULVHV,Ø is not prevented but is instead interrupted or delayed by any occurrence not occasioned by the conduct of Breakwood Enterprises Inc. such as but not limited to an act of God or the act of conduct of any other person or entity not an agent or employee of Breakwood Enterprises Inc., then performance shall be excused for such period of time as is necessary after such occurrence in order to remedy the effects thereof.

SALES MERGER CLAUSE

Breakwood Enterprises Inc. is not bound by any statement, promise, condition or stipulation not specifically set forth in this Agreement. No sales consultant, employee or agent of Breakwood Enterprises Inc. has authority to modify the terms of this Agreement or make any representation or agreement not contained in this Agreement, and anything to the contrary shall not be binding upon Breakwood Enterprises Inc.

Waiver of Defects by Retention of Possession. A retention of the goods for more than thirty days from the date of receipt constitutes a trial and acceptance, unless notice is given of a defect in the goods, and is a conclusive admission of the truth of all representations made by or for the seller, and voids all contracts of warranty, whether express or implied.

PURCHASER ACKNOWLEDGES AND REPRESENTS THAT PURCHASER HAS READ AND UNDERSTANDS THIS AGREEMENT, AND ALL ATTACHMENTS, AND THAT PURCHASER HAS NOT RECEIVED ANY REPRESENTATIONS AND IS NOT RELYING ON ANY STATEMENT, PROMISE, CONDITION OR STIPULATION NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT OR THE ATTACHMENTS.

LAB PROCUREMENT SERVICES, LLC'S WARRANTY POLICY:

THE CUSTOMER, BY PLACING AN ORDER WITH BREAKWOOD ENTERPRISES INC., ACKNOWLEDGES THAT THE ONLY WARRANTY OF ANY KIND OR CHARACTER, EXPRESSED OR IMPLIED, MADE BY BREAKWOOD ENTERPRISES INC., WITH RESPECT TO ANY PRODUCT IS THE WARRANTY OF TITLE. OTHERWISE, B E E I E I ., MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESSED OR IMPLIED, WHATSOEVER. THE ONLY WARRANTIES, OTHER THAN THE WARRANTIES AS TO TITLE, ARE THOSE PROVIDED BY THE MANUFACTURER OF THE PRODUCT IN QUESTION. THE CUSTOMER IS SPECIFICALLY DIRECTED TO THE MANUFACTURER'S WARRANTIES AS SET FORTH IN THE LABELING AND LITERATURE WHICH ACCOMPANY THE PRODUCT FOR THEIR TERMS AND CONDITIONS. By purchasing products from

%UHDNØRG(ØHUSULVHV,Ø Buyer acknowledges that %UHDNØRG(ØHUSULVHV,Ø not made, does not make and specifically negates and disclaims, any and all warranties (other than warranty of title), representations, promises, covenants, agreements and/or guarantees of any kind or character whatsoever, whether expressed, implied and/or statutory, oral or written, past, present or future. Buyer further acknowledges that %UHDNØRG(ØHUSULVHV,Ø is not liable or bound in any manner by any oral or written statements, representations or information pertaining to the products or their use or operation, including, but not limited to such matters that are furnished by the manufacturer. %UHDNØRG(ØHUSULVHV,Ø not be liable, either in tort or in contract, for any loss or damage, whether direct, incidental or consequential, arising out of the use, misuse and/or inability to use the products which it offers for sale, none of which are manufactured by %UHDNØRG(ØHUSULVHV,Ø expressly including loss resulting in bodily injury, sickness, disease, or death.

To the fullest extent permitted by law, Buyer agrees to defend, indemnify, and hold harmless %UHDNØRG(ØHUSULVHV,Ø and their employees, agents, successors, and assigns from and against claims, damages, loss, and expenses, including but not limited to attorney's fees, arising out of or resulting from the goods sold to Buyer, including any claim, damage, lost or expense attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use, resulting there from, except for those harms caused by gross negligence of Breakwood Enterprises Inc..

NO CONSTRUCTION BASED ON AUTHORSHIP

No portion of this agreement may be construed more or less favorably for or against any party by reason of their status or by reason of the authorship of this agreement.

AGREED TO this _____ day of _____, _____ .

BY:

Printed Name of Officer of Company _____

**Commercial Credit Application
Breakwood Enterprises Inc.
33333 Station St. #1675, Solon, Ohio 44139
Phone (440) 472-0001**

Company Name:	Date Of Application:
Address:	Shipping Address: (if different from company address)
City, ST, Zip:	
County: Years at Address:	Contact Name:
Phone:	Address:
Fax:	
Purchasing Contact:	City, ST, Zip:
Accts. Payable Contact:	Phone: Fax:
Company's Web address:	Are there additional shipping locations? <input type="checkbox"/> Yes <input type="checkbox"/> No
Type Of Business (Check all that apply)	
Government: <input type="checkbox"/> Local <input type="checkbox"/> State <input type="checkbox"/> Federal Tax Status <input type="checkbox"/> Exempt <input type="checkbox"/> Non-Exempt (If exempt please include tax certificate)	
Type of Business: <input type="checkbox"/> Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> LLC <input type="checkbox"/> Corporation	Principal Officer / Partner
	Name:
	Title:
State of Incorporation:	Phone:
Date of Incorporation:	Filed Bankruptcy in the last 7 years: <input type="checkbox"/> No <input type="checkbox"/> Yes
Dun&Bradstreet #:	
Business Start Date: # of Employees:	Estimated Total Annual Spending: (required)
Has the company filed for bankruptcy in the last seven years: No Yes	<input type="checkbox"/> Less than \$50,000 <input type="checkbox"/> Greater than \$50,000
	(If >\$20,000, please provide copy of financial statement to support application)
Trade Reference #1	Bank Reference:
Co. Name:	Name:
Contact Name:	Contact Name:
Address:	
Email:	Address:
Phone: Fax:	Checking Account #:
Trade Reference #2	Money Market/Investment Acct #:
	Bank Line of Credit: No Yes Acct#
Co. Name:	
Contact Name:	Accounting Firm:
Address:	Contact Person:
Email:	Phone:
Phone: Fax:	
Trade Reference #3	Venture Capital Information, if applicable:
Co. Name:	Venture Capital Company Name:
Contact Name:	Address:
Address:	Contact Person:
Email:	Phone:
Phone: Fax:	Amount committed:

Terms and Conditions for Credit

The undersigned agrees to pay for all purchases at the offices of Breakwood Enterprises Inc., in Cuyahoga County, Ohio, according to Breakwood Enterprises Inc.'s general terms and conditions of sale. No terms or conditions of purchase orders different from Breakwood Enterprises Inc.'s general terms and conditions of sale will become part of any transaction unless specifically approved in writing by Breakwood Enterprises Inc. No waiver of any terms as herein provided shall constitute a waiver of this agreement.

All charges are due no later than 30 days from the date of billing. All sums unpaid by such date shall be subject to a finance charge until paid at the rate of 1.5% per month (18% per annum) or maximum rate allowed by law, whichever is less. In the event this account is placed in the hands of an attorney for collection, the undersigned agrees and promises to pay reasonable and necessary attorney's fees.

No deductions are allowed unless agreed upon by Breakwood Enterprises Inc., in writing. Any returns are to be made with prior approval only and may be subject to a restocking charge.

The undersigned authorizes Breakwood Enterprises Inc. to release of all information needed to verify the contents of this application or to otherwise process this application, including, but not limited to, contacting third parties concerning creditworthiness of the applicant. The applicant further agrees to hold Breakwood Enterprises Inc. harmless from any and all information herein solicited or disseminated by Breakwood Enterprises Inc.

The undersigned hereby consents to Breakwood Enterprises Inc.'s use of a non-business consumer credit report on the undersigned in order to evaluate the creditworthiness of the undersigned as principal, proprietor, or guarantor in connection with the extension of business credit as contemplated by this credit application. The undersigned hereby authorizes Breakwood Enterprises Inc. to utilize a consumer credit report on the undersigned from time to time in connection with the extension or continuation of the business credit represented by this credit application. The undersigned hereby knowingly consents to the use of such credit report consistent with the Federal Fair Credit Reporting Act.

The laws of the state of Ohio shall be applicable to any litigation arising from this agreement. In the event of litigation, applicant agrees that the proper venue shall be Cuyahoga County, Ohio.

_____ Signature _____

Witness

Your Name (Please Print) _____

Title _____

Guaranty Agreement:

In consideration for the extension of credit contemplated in the foregoing agreement, I hereby guaranty payment for all amounts purchased or owing now or in the future under such agreement and/or between the parties, including the principal sum, interest, costs of collection and attorney's fees and agree to pay same to the offices of Breakwood Enterprises Inc., in Cuyahoga County, Ohio.

Signature _____ SSAN _____
(Individually)

Signature _____ SSAN _____
(Individually)

Note: The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding agreement), because all or part of the applicant's income derives from any public assistance program: or because the applicant has in good faith exercised an right under the Consumer Protection Act. The federal agency that administers compliance with this law concerning this credit is the Federal Trade Commission.