



SALE AND SECURITY AGREEMENT

(These terms apply to you if you are purchasing the Goods)

AXIA ACQUISITION CORPORATION, D/B/A AMES TAPING TOOLS (hereafter "US" and "WE") upon credit approval sells to the above-identified Business Applicant (hereafter "YOU") and YOU buy from US, certain personal property as listed on the invoice (hereafter "GOODS"), for the purchase price and subject to the terms and conditions set forth in this Sale and Security Agreement (the "Agreement").

- 1. PURCHASE PRICE AND PAYMENT. YOU shall pay US for the GOODS the purchase price and fees as listed on the invoice (collectively the "Purchase Price") by the twentieth (20) day of the month following the delivery of GOODS to YOU as shown on the invoice from US to YOU. All orders are subject to AXIA ACQUISITION CORPORATION, D/B/A AMES TAPING TOOLS's continuing approval of YOUR credit. If YOUR credit is not approved or becomes unsatisfactory to US, then WE may, in our sole discretion, suspend or cancel performance under this Agreement, or may require different payment terms, including but not limited to cash on delivery or in advance of shipment. WE may exercise setoff or recoupment to apply to or satisfy YOUR outstanding debt. YOU shall have no right to setoff hereunder, the same being expressly waived.
2. LATE PAYMENT. All payments of the purchase price made after the due date thereof may be subject to: (i) a late charge in the amount of \$25.00 and (ii) a monthly finance charge at the rate of one and one-half percent (1.5%) per month or the maximum amount allowed by law, whichever is less, commencing upon the date such payment was due.
3. TAXES. YOU shall pay to US an amount equal to any and all sales taxes, use taxes, personal property taxes or excise taxes levied or imposed by any government or governmental agency or authority or in connection with or measured by the GOODS and/or services provided pursuant to herein agreement. YOU shall not however be liable for any taxes levied or imposed upon US relating to net income or corporate franchise taxes.
4. NO WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, WE MAKE NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES IN RESPECT OF THE GOODS OR THEIR CONDITION, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR USE BY YOU.
5. DAMAGES. YOU hereby agree that WE are not liable for and further release, indemnify, and hold US harmless from any direct or indirect injury of damage to any persons, or real or personal property, or any consequential damages resulting from the delivery, non-delivery, use or possession of the GOODS whether or not these GOODS are worn or faulty. YOU ACKNOWLEDGE THAT YOU ACCEPT THE GOODS "AS IS" AND YOU ARE SOLELY RESPONSIBLE FOR IDENTIFYING WORN OR FAULTY GOODS AND RETURNING THEM TO US FOR REPAIR OR REPLACEMENT. WE MAKE NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDITION, FITNESS OR PROPER USE OR CARE FOR THE GOODS. YOU HEREBY AGREE WE ARE NOT LIABLE FOR AND RELEASE, INDEMNIFY AND HOLD HARMLESS US FOR ANY DELAYS IN CONSTRUCTION PROGRESS OR DAMAGES CAUSED TO OR BY YOU, YOUR EMPLOYEES, OR AGENTS, DIRECTLY OR INDIRECTLY FROM THE USE OR POSSESSION OF THE GOODS. YOU FURTHER AGREE TO PAY US FOR ALL COSTS, EXPENSES AND REASONABLE ATTORNEY'S FEES INCURRED BY US IN DEFENDING AGAINST THE ASSERTION OF ANY CLAIM AGAINST US OF THE TYPE IDENTIFIED IN THE HEREIN PARAGRAPH.
6. PROPERTY RIGHTS. YOU agree that until WE receive a payment in full of the Purchase Price, YOU will not create nor incur or suffer to exist any lien, charge, encumbrance, or claim against the GOODS. YOU agree that until WE receive a payment in full of the Purchase Price, YOU will not rent or sublease to another any of the GOODS covered by this Agreement, without first obtaining our written consent.
7. SECURITY AGREEMENT. YOU hereby grant to US, for the purpose of securing the performance and satisfaction of all of your obligations and liabilities to US, including, without limitation, the obligation to pay US the Purchase Price as provided for hereunder, a security interest in any and all of the GOODS, wherever located and whether now owned or existing or hereafter acquired or arising. YOU acknowledge and agree that WE can take any steps as may from time to time be necessary to keep such security interest perfected and of first priority.
8. FILINGS. YOU agree and acknowledge that WE may file this Agreement or a copy hereof, or such Uniform Commercial Code ("UCC") financing statements or other instruments, and to do all other things WE deem necessary, to protect and perfect our interests hereunder and in the GOODS. YOU confirm and represent that the address set forth herein is your "chief executive office" ("as used in the UCC") and agree that YOU will not change the location of your chief executive office unless YOU give US 30 days' prior written notice of such relocation. Further, if your legal status or ownership structure changes, YOU agree to immediately notify US in writing.

RENTAL AND SERVICE AGREEMENT

(These terms apply to you if you are renting the tools)

AXIA ACQUISITION CORPORATION, D/B/A AMES TAPING TOOLS (hereafter "US" and "WE") upon credit approval rents to the Business Applicant (hereafter "YOU") and YOU rent from US, on the terms hereafter set forth certain personal property (hereafter "TOOLS") at the daily rates published by US, which rates may be amended by US from time to time without notice to YOU.

- 1. TERM. The term of this Rental and Service Agreement (hereafter "Agreement") will commence on the day TOOLS leave US and continue to the day TOOLS are returned to US, or the day TOOLS are delivered to a common carrier for return to US as shown on the bill of lading from YOU to US, or until YOUR obligations herein have been discharged in full, whichever occurs later. Notwithstanding the foregoing, this Agreement shall automatically renew each time TOOLS are delivered to YOU by US.
2. PAYMENT. YOU, upon renting tools agree to pay US rent for the TOOLS and such other charges set forth in the herein Agreement. All rent and other charges are due on issuance of invoice by US to YOU. Rent shall be computed based upon the daily rates as of the date of invoicing times the number of days, weekends and holidays included, in the billing period indicated on the invoice. TOOLS YOU rent from US are subject to a minimum rental period as published by US, which may be changed from time to time at our sole discretion. Any dispute relating to the invoice or amounts due thereon must be received by US in writing by the twentieth (20) day of the month following the date of the invoice. YOU agree that a failure by YOU to cause a timely written dispute to be received by US shall constitute a waiver by YOU of any such dispute. YOU agree that the security deposit (if applicable) will be credited against rental payments and other charges accruing hereunder only if YOU fully and faithfully perform all of the terms and conditions of this agreement. If YOU breach any such terms and conditions, the security deposit shall be retained by US as additional consideration to compensate US for any and all damages incurred by US as described herein, and YOU shall be required to pay, in addition, all of the rental and other charges.
3. LATE PAYMENT. All payments of the rent made after the due date thereof may be subject to: (i) a late charge in the amount of \$25.00 and (ii) a monthly finance charge at the rate of one and one-half percent (1.5%) per month of the maximum amount allowed by law, whichever is less, commencing upon the date such payment was due.
4. LIABILITY. YOU agree to assume all liability for lost or damaged TOOLS. If YOU wish to insure the TOOLS, YOU must purchase any insurance YOU wish on the TOOLS, as WE do not insure TOOLS once they have left us.
5. MAINTENANCE AND LOST TOOLS. YOU shall be responsible at all times for keeping all TOOLS covered by this Agreement in good condition, except for normal wear and tear. YOU agree to pay US to repair or replace TOOLS not returned in good condition, except for normal wear and tear. Damage to TOOLS resulting from the use of surfaces other than gypsum wallboard is not recognized as normal wear and tear. There will be a charge for cleaning and necessary repairs to restore returned TOOLS that have been damaged due to use of "setting" type materials. If YOU fail to return the TOOLS to US because of loss, destruction or any other reason, including damage from corrosive materials, and regardless of whether or not the failure to return the TOOLS is due to your fault or negligence, or the fault or negligence of others, YOU agree that the reasonable damage valuation for each TOOL shall be determined according to the published fee schedule (Lost Tool Program Rental Product Codes and Fees). For tools recovered/returned after the Lost Tool charge is assessed, the Customer will receive full credit for the Lost Tool charge and the actual rent cost will be billed for the period. The rent charged will not exceed the credit for lost tool fees. YOU must immediately report lost or destroyed TOOLS to US. Until the type and serial number of the TOOLS are reported to US, rental charges shall continue to accrue. If TOOLS reported as lost by YOU are subsequently returned to US, WE shall return all money as paid by YOU based upon such report, less the amount due to US for back rent for the time period between when the TOOLS were reported lost and the date TOOLS were returned to US.
6. REPLACEMENT AND RENTAL. WE reserve the right to refuse to rent additional TOOLS or give replacement TOOLS for faulty or worn out TOOLS returned to US by YOU if YOU are not in full compliance with the terms of the herein Agreement, are in bankruptcy, financially insolvent, or have invoices that are 31 days past due or greater. YOU agree not to remove parts from the TOOLS and should any parts be removed from the TOOLS, YOU agree to pay US parts and labor costs to restore any parts removed. All additional TOOLS and replacement TOOLS provided to YOU by US at any time shall be subject to the terms and conditions of this Agreement. The TOOLS furnished by US may either be new, used or rebuilt. YOU grant US the right to inspect all TOOLS in your possession at any time. YOU agree to be responsible

for all charges including all rental charges, late fees, interest expense and/or replacement costs and damages relating to the TOOLS obtained by any employees, personnel or agents authorized by YOU to obtain TOOLS on your behalf. All such authorized employees or agent will be presumed to have continuing authority to obtain TOOLS on your behalf. All such authorized employees or agents will be presumed to have continuing authority to obtain TOOLS until such time as we receive written notice from YOU revoking that person's authority.

- 7. DAMAGES. YOU hereby agree that WE are not liable for and further release, indemnify, and hold US harmless from any direct or indirect injury of damage to any persons, or real or personal property, or any consequential damages resulting from the delivery, non-delivery, use or possession of the GOODS whether or not these GOODS are worn or faulty. YOU ACKNOWLEDGE THAT YOU ACCEPT THE TOOLS "AS IS" AND YOU ARE SOLELY RESPONSIBLE FOR IDENTIFYING WORN OR FAULTY TOOLS AND RETURNING THEM TO US FOR REPAIR OR REPLACEMENT. WE MAKE NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDITION, FITNESS OR PROPER USE OR CARE FOR THE TOOLS. YOU HEREBY AGREE WE ARE NOT LIABLE FOR AND RELEASE, INDEMNIFY AND HOLD US HARMLESS FOR ANY DELAYS IN CONSTRUCTION PROGRESS OR DAMAGES CAUSED TO OR BY YOU, YOUR EMPLOYEES, OR AGENTS, DIRECTLY OR INDIRECTLY FROM THE USE OR POSSESSION OF THE TOOLS. YOU FURTHER AGREE TO PAY US FOR ALL COSTS, EXPENSES AND REASONABLE ATTORNEY'S FEES INCURRED BY US IN DEFENDING AGAINST THE ASSERTION OF ANY CLAIM AGAINST US OF THE TYPE IDENTIFIED IN THE HEREIN PARAGRAPH.
8. PROPERTY RIGHTS. YOU shall not have any property rights title or ownership, or interest of any kind in the TOOLS except possession or use as solely provided in this Agreement. WE retain exclusive title and ownership to the TOOLS. YOU will not transfer nor deliver possession of the TOOLS or any part thereof to any person, firm, or corporation, other than your own employees or your agents. YOU shall not create nor incur or suffer to exist any lien, charge, encumbrance, or claim against the TOOLS. The TOOLS covered under the herein Agreement are not being sold to YOU, but are being merely rented solely for business use.
9. TERMINATION. WE may, at our sole option, terminate this Agreement along with any and all rentals of TOOLS and repossess the TOOLS without liability, if YOU fail to pay when due any sums that become due US, if YOU fail to comply with any terms or conditions of this Agreement, if YOU become bankrupt or insolvent or any insolvency or bankruptcy proceeding relating to YOU is instituted, if any legal or non-legal action is instituted against YOU to repossess or foreclose a security interest, if any judgment against YOU or comes into existence, if YOU make an assignment to the benefit of your creditors, admit in writing an inability to pay a debt when due, or if any of the TOOLS are distrained, executed upon, attached, lost, or destroyed. A termination of this Agreement by US does not relieve you either from your obligation to pay sums due nor from obligations that have already arisen under the Agreement. A termination merely extinguishes your right to possess or use the TOOLS and your ability to seek further rentals from US. Upon termination of this Agreement, you shall return all TOOLS to US within seventy-two (72) hours. A waiver by US of any default or breach by YOU under this Agreement will not be considered as a waiver of any subsequent default or breach.
10. SUBLEASE. YOU may not sublease the TOOLS or transfer this Agreement or any interest herein or the use or possession of the TOOLS. If YOU should so do, you will assume all liability and compensate US for any loss WE suffer.
11. SECURITY AGREEMENT. If and to the extent that, notwithstanding the provisions hereof, any of the TOOLS are held or construed to be your property, YOU hereby grant to US, for the purpose of securing the performance and satisfaction of all of your obligations and liabilities to US arising hereunder, including, without limitation, the obligation to return the TOOLS to US, a security interest in any and all of the TOOLS or the proceeds thereof, wherever located and whether now owned or existing or hereafter acquired or arising. YOU acknowledge and agree that WE may take such steps as may from time to time be necessary to keep such security interest perfected and of first priority.
12. FILINGS. YOU acknowledge and agree that WE may file this Agreement or a copy hereof, or such Uniform Commercial Code ("UCC") financing statements or other instruments, and to do all other things deemed by US to be necessary, to protect and perfect our interests hereunder and in the TOOLS. YOU confirm and represent that the address set forth in the preamble to this Agreement is your "chief executive office" (as used in the UCC) and agree that YOU will not change the location of your chief executive office unless YOU have given to US 30 days' prior written notice of such relocation. Further, YOU agree to notify US of any changes in your legal status or ownership structure.

THE FOLLOWING TERMS AND CONDITIONS ARE A PART OF THE SALES AND SECURITY AGREEMENT AND THE RENTAL AND SERVICES AGREEMENT THAT APPEAR ABOVE:

- 1. REPOSSESSION. Should YOU fail or refuse to return all or some of the GOODS and/or TOOLS as required by this Agreement, YOU hereby grant to US, at our sole discretion, upon any termination of this Agreement or any rental pursuant to hereof, the right to physically enter your premises and repossess any GOODS and/or TOOLS or act as your agent to enter and repossess any GOODS and/or TOOLS on other's property. YOU agree to pay US all costs incurred in repossession of the GOODS and/or TOOLS. WE reserve the right, without any further notice, after your failure to return all GOODS and/or TOOLS to US within seventy-two (72) hours of a demand by US for the return of the GOODS and/or TOOLS, to exercise any and all rights or remedies granted in the herein Agreement or at law, including the seeking of criminal prosecution for theft of the GOODS and/or TOOLS.
2. Disclosure of Use of Goods. YOU agree to keep US informed of the physical location of any GOODS provided to YOU on credit and/or rented to YOU pursuant to this Agreement. YOUR obligation hereunder shall not be extinguished until such time as the GOODS sold or rented to YOU pursuant to this Agreement have been purchased and paid in full by YOU. YOU agree to provide US with the physical address of the job site on which the GOODS are being used, the name of the Owner of the job site, the name of the job site's general contractor, if any, and any other information necessary for US to assert and/or perfect any lien rights available with respect to YOUR use of the GOODS. YOU further agree to update this information should such information change during YOUR use of the GOODS. Failure to provide the information contemplated in this Paragraph upon request shall constitute a material breach of this Agreement.
3. COSTS. YOU agree to pay US for all costs, including costs of collection, attorneys' fees, costs of filing and/or recording any liens and/or other security instruments, and court costs incurred in the enforcement of this Agreement or in collection of sums due US from YOU.
4. VALIDITY AND MERGER. In an event that any term or provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions or terms shall survive and stay in effect unimpaired. The herein written Agreement constitutes the entire and complete agreement between the parties and no promises or inducements exist besides those expressly set forth in the herein Agreement.
5. Additional Documents. YOU hereby agree to execute and deliver all such further documents that may be required to effectuate the terms and conditions of this Agreement and the parties' intent hereunder.
6. Authorization. The individual signatories to this Agreement hereby expressly represent and covenant that they are duly authorized to execute this Agreement by their respective companies or business entities, as well as their employees, directors, and shareholders and that this Agreement is binding upon the party the signatory represents. WE have expressly relied upon these representations when entering into this Agreement.
7. BINDING. The obligations contained herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
8. CHOICE OF LAW. The terms and conditions of this Agreement will be interpreted under the laws of the State of Georgia. If an action is brought at law relating to amounts owing from YOU to US or to enforce any provision of the herein Agreement, YOU hereby expressly consent and agree that the Courts of Gwinnett County, State of Georgia, will have jurisdiction and venue over any such action and YOU hereby waive any objection to the jurisdiction and venue over any such action and YOU hereby waive any objection to the jurisdiction or venue of said court.
9. CONSENT TO CHANGES. YOU hereby agree that WE reserve the right, upon providing proper notice to YOU, to modify the terms and conditions of this Agreement and YOU consent to such modified terms and conditions of this Agreement upon proper notice being provided by US to YOU by mailing notice of such modifications to the last known address for YOU provided to US by YOU.
10. CONSENT TO SOLICIT. YOU hereby provide to US YOUR consent to allow US from time to time to contact YOU via telephone, facsimile, mail, or otherwise to provide YOU with promotional information concerning services and materials provided by US. YOU further hereby agree to notify US in writing at any time should YOU wish to no longer receive information on promotional offers and specials provided by US.
11. Bill Goods to Your Account. If YOU at any time breach the terms and conditions set forth in this Agreement, YOU hereby agree that WE reserve the right to bill to YOUR account the value of any GOODS not returned to US within seventy-two (72) hours.

_____ (Customer Initials)