

WESTERN PLASTICS

CALHOUN, GA TEMECULA, CA MISSISSAUGA, ONT

FAX: (800) 979-7277

E-mail: western@wplastics.com Web: www.wplastics.com

Credit Application

Legal Company Name: _____ Number of Employees: _____

Accounting Contact, Name/Title: _____

Physical address: _____ Billing address: _____

City: _____ State: _____ Zip: _____ Email: _____

Phone No.: (____) _____ Fax No.: (____) _____ Cell Phone No.: _____

Federal ID No.: _____ Resale No.: _____ P.O. Required: Yes: _____ No: _____

References:

Name of Bank: _____ Phone: (____) _____

Account No.: _____ D & B No.: _____

Trade references are required for your application to be processed.

(1)

Company: _____ Phone: (____) _____ Fax: (____) _____

City: _____ State: _____ Contact: _____

Company: _____ Phone: (____) _____ Fax: (____) _____

City: _____ State: _____ Contact: _____

Company: _____ Phone: (____) _____ Fax: (____) _____

City: _____ State: _____ Contact: _____

ALL SALES ARE SUBJECT TO THE FOLLOWING CONDITIONS:

Terms: Net 30 Days. A Service Charge of 1.5% per month, which is an APR of 18% will be charged on all past due accounts.

1. QUANTITY - An over/under run of ten percent (10%) shall constitute fulfillment of all orders.
2. CLAIMS - Claims for errors or shortage must be made within five (5) days after receipt of shipment. Claims for goods damaged in transit must be filed against the carrier.
3. RETURNS - No claim shall be allowed, nor credit given, for goods returned without the seller's authorization, and in no case shall any claim be allowed if made more than thirty (30) days after receipt of merchandise.
4. WARRANTY - Seller warrants merchandise shipped to any buyer to be of merchandise quality. Seller makes no warranty of any other kind, express or implied. No stipulation, agreement or understanding of the buyer shall be valid or enforceable unless in writing signed by a duly authorized officer of the seller.
5. SELLER'S LIABILITY - Liability for loss or damage due to the use of the seller's product is limited to the seller's invoice price. Seller shall not be liable because of late or non-delivery due to strike, fire, inability to produce raw materials, labor disputes, or other causes beyond seller's control.
6. CANCELLATION - Orders accepted by the seller may be cancelled only with seller's consent and are subject to a 15% cancellation fee.
7. INDEMNIFICATION - Buyer shall indemnify and hold harmless the seller against all liabilities incurred if merchandise does not meet performance specifications when drawings, specifications, samples and/or other written descriptions were provided by or previously approved by the buyer prior to production.
8. This is a contractual agreement, agreeing to pay all valid invoices within the terms printed herein, except if special terms have been given in writing and signed by an officer of the seller's company.
9. This is a legal agreement, which is deemed to be initiated in Temecula, California. It is agreed that all legal costs necessary in the collection of this account will be the responsibility of the buyer. It is also understood that any legal action necessary in such collection shall be through the court system of the city of Temecula, County of Riverside, state of California.

THIS DOCUMENT HEREBY AUTHORIZES WESTERN PLASTICS TO MAKE ANY INVESTIGATION OF THE ABOVE NAMED APPLICANT THAT IT DEEMS NECESSARY, INCLUDING THE USE OF CREDIT INFORMATION AGENCIES, TO EVALUATE THE APPLICANT'S CREDIT WORTHINESS.

Authorized Signature: _____ Title: _____ Date: _____