

# WESTERN PLASTICS

## Credit Application

Legal Company Name: \_\_\_\_\_ Number of Employees: \_\_\_\_\_

Accounting Contact: \_\_\_\_\_

Complete Billing Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Email: \_\_\_\_\_

Federal ID No.: \_\_\_\_\_ Resale No.: \_\_\_\_\_

P.O. Required? \_\_\_\_\_

### References:

Name of Bank: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Account No.: \_\_\_\_\_ D & B No.: \_\_\_\_\_

### Trade References are required for your application to be processed

<sup>(1)</sup> Company: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Address: \_\_\_\_\_ Contact: \_\_\_\_\_

<sup>(2)</sup> Company: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Address: \_\_\_\_\_ Contact: \_\_\_\_\_

<sup>(3)</sup> Company: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Address: \_\_\_\_\_ Contact: \_\_\_\_\_

### ALL SALES ARE SUBJECT TO THE FOLLOWING CONDITIONS

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 of understanding of the buyer shall be valid or enforceable unless in writing signed by a duly authorized office of the seller.
5. SELLER'S LIABILITY - Liability for the 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 the 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 productions.
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 or Calhoun, GA. It is agreed that all legal costs necessary in the collection of this account will be 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, or Calhoun, County of Gordon, State of Georgia.

THIS DOCUMENT HEREBY AUTHORIZES WESTER 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: \_\_\_\_\_

By typing your name, you agree to the above terms.

Date: \_\_\_\_\_