



a Spandex Group Company

4517 West 1730 South Salt Lake City, UT 84104  
Phone (801) 262-6994 • www.spandex.us

## Credit Application & Master Sales Agreement

DATE: \_\_\_\_\_

LEGAL NAME \_\_\_\_\_

DBA \_\_\_\_\_ A/P Contact Name \_\_\_\_\_

TYPE OF BUSINESS \_\_\_\_\_ A/P Contact Phone # \_\_\_\_\_

TELEPHONE # \_\_\_\_\_ EMAIL ADDRESS \_\_\_\_\_

MAILING ADDRESS \_\_\_\_\_ City/ST/Zip \_\_\_\_\_

SHIPPING ADDRESS \_\_\_\_\_ City/ST/Zip \_\_\_\_\_

CORPORATION \_\_\_\_\_ PARTNERSHIP \_\_\_\_\_ SINGLE PROPRIETORSHIP \_\_\_\_\_ LLC \_\_\_\_\_

INCORPORATED IN THE STATE OF: \_\_\_\_\_ YEAR ESTABLISHED: \_\_\_\_\_

ANNUAL SALES \_\_\_\_\_ NUMBER OF EMPLOYEES \_\_\_\_\_

### OWNERS, PRINCIPALS, OR PARTNERS

NAME \_\_\_\_\_ NAME \_\_\_\_\_

RES. ADDRESS \_\_\_\_\_ RES. ADDRESS \_\_\_\_\_

CITY AND STATE \_\_\_\_\_ CITY AND STATE \_\_\_\_\_

RESIDENCE PHONE \_\_\_\_\_ RESIDENCE PHONE \_\_\_\_\_

SOCIAL SECURITY # \_\_\_\_\_ SOCIAL SECURITY # \_\_\_\_\_

EXEMPT FROM STATE SALES TAX? NO \_\_\_\_\_ YES \_\_\_\_\_ TAX EXEMPT # \_\_\_\_\_

You will be charged sales tax until a tax exemption certificate (TC-721) has been completed and given to us.

BUSINESS LICENSE # \_\_\_\_\_ FEDERAL IDENTIFICATION # \_\_\_\_\_

YOUR BANK \_\_\_\_\_ ADDRESS \_\_\_\_\_

CHECKING ACCT # \_\_\_\_\_ City/ST/Zip \_\_\_\_\_

MAXIMUM CREDIT REQUESTED\* \_\_\_\_\_

For accounts requesting a credit limit greater than \$5,000.00 a yearly financial statement is required.

### BUSINESS CREDIT REFERENCES

NAME \_\_\_\_\_ EMAIL \_\_\_\_\_

STREET \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ PHONE \_\_\_\_\_

NAME \_\_\_\_\_ EMAIL \_\_\_\_\_

STREET \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ PHONE \_\_\_\_\_

### AGREEMENT TO CREDIT POLICY

The applicant agrees to the terms and conditions on page two of this agreement. This application must be signed by a company owner, corporate officer, partner or manager (if the applicant is an LLC).

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

### PERSONAL GUARANTEE

As consideration for Seller extending credit to the Applicant, the Guarantor(s), jointly and severally, hereby personally guarantee the payment of any obligation of the Applicant to Seller. Each Guarantor hereby agrees to pay the Seller on demand, without offset, any sum due to Seller by Applicant. Guarantor further agrees to pay all costs of collection, including reasonable attorney's fees and expert witness fees, whether or not a lawsuit is actually filed. This Guaranty shall be a continuing indemnity for indebtedness of the Applicant. The Guarantor hereby agrees, to the extent permitted by law, to waive any notice of acceptance, notice of presentment, demand, nonpayment, dishonor and protest, along with the right to require Seller to proceed against the Applicant. Furthermore, Guarantor consents to and waives notice of any modification, amendment or extension of the terms of the Agreement hereby guaranteed. Guarantor hereby authorizes Seller to obtain and use consumer credit reports from time to time on the Guarantor for the purpose of evaluating current and ongoing credit worthiness in connection with the extension of credit. Guarantor may revoke this Guaranty only by providing Seller with written notice, via certified mail, of its intent to revoke. Revocation shall not relieve Guarantor of obligations incurred prior to receipt of such notice of revocation. Subsequent agreements and credit applications between Seller and the Applicant shall not serve to alter, supersede or otherwise modify this Guaranty or Guarantor's obligations hereunder.

Individual Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Home Address: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Social Security #: \_\_\_\_\_

## PLASTIC FABRICATING, LLC STANDARD TERMS AND CONDITIONS

**1. ENTIRE AGREEMENT:** This Agreement is between Plastic Fabricating, LLC and its subsidiaries (collectively, "Seller") and the Buyer. This Agreement along with the terms and conditions on Seller's quotation or estimate, invoice and packing list which are incorporated by reference (together referred to as "Terms") represent the entire agreement between the parties and apply to all transactions between the parties. In the event that the terms of this Agreement conflict with terms of any other existing or future contract between Seller and Buyer (including Buyer's oral or written offer to purchase), whether or not signed by Seller, the Terms herein shall prevail unless such other contract (a) specifically references this Agreement, and (b) contains a signature of an officer of Seller. Other terms between the parties not meeting (a) and (b) are void.

**2. PAYMENT:** Buyer agrees the terms of sale for the materials and services (the "Products") provided by Seller are net 30 from the date of the invoice, unless the invoice states otherwise. Buyer shall make all claims for billing errors or adjustments in writing within ten (10) days from the date of the invoice. **Claims not received in writing within the time specified are waived by Buyer.** Buyer agrees to pay a 3.0% processing fee when paying non-COD invoices with a credit card. Prompt pay discounts will not be granted if paid with a credit card. If Buyer fails to make any payment to Seller when due, the Buyer's entire account with Seller shall become immediately due and payable, and Seller may suspend further performance under any contract with Buyer. Seller may repossess and remove any Product where payment is outstanding, without notice or demand. All past due amounts are subject to a service charge of 1.5% per month or up to the maximum rate permitted by law. Buyer agrees to pay Seller for all costs of collection, including reasonable attorneys' fees and expert witness fees, whether or not a lawsuit is actually filed by Seller. Seller shall grant a lien waiver only to the extent payment is actually received by Seller, paid by Buyer's bank, and not avoidable as a bankruptcy preference.

**3. DELIVERY & RETURNS:** Buyer shall examine the Product upon receipt. All claims for shortages or improper delivery must be made in writing within five (5) days of delivery. **Claims not received in writing within the time specified are waived by Buyer.** Delivery to the location directed by Buyer constitutes delivery to Buyer, regardless of whether Buyer or his agent is at the site at the time of delivery or signed a delivery receipt. Delivery dates given by Seller are estimates, and Seller shall use its best efforts to meet the estimated delivery date. Seller shall not be responsible for failure or delay in delivery. Buyer waives any claims for damages arising from delays in delivery, regardless of cause. No Product may be returned to Seller for a credit unless specifically agreed to by Seller. All Products when shipped via common carrier shall become the sole responsibility of Buyer thereafter, and all risks of loss shall be transferred to Buyer.

**4. SECURITY:** To secure payment and performance of all obligations, Buyer hereby grants Seller a purchase money security interest in all Products provided by Seller to Buyer. The security interest extends to all accessions, attachments and accessories of the Products, and also extends to all proceeds from the sale, lease or rental of the Products. Buyer authorizes Seller to file financing statements describing the Products along with any other notices required by law, and Buyer will assist Seller in taking any other necessary action to perfect and protect Seller's security interest.

**5. WARRANTY:** Notice of any defect in the Products must be made in writing within thirty (30) days from Buyer's receipt of the Products. **Claims not received in writing within the time specified are waived by Buyer.** Refer to the Printed Materials Section 7 for exceptions to this section. Seller's sole liability to Buyer under this Agreement or any other theory of law shall be limited to the replacement of such defective Products or the refund of the purchase price, and it shall be Seller's option to determine whether to replace the defective Products or to refund the purchase price. Seller shall have the right to inspect the Products and satisfy itself as to the validity of any claim of defect. Seller shall not be liable for any defects caused either by faulty materials which are manufactured or produced by others or by faulty installation and/or construction on the part of Buyer or others. No returned Product will be accepted without advance written authorization from Seller. SELLER HEREBY DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND WORKMANSHIP. UNDER NO CIRCUMSTANCES WILL SELLER BE LIABLE FOR INDIRECT, LIQUIDATED, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND. SELLER'S LIABILITY, IF ANY, SHALL BE LIMITED TO THE NET SALES PRICE RECEIVED BY SELLER.

**6. CERTIFICATION:** Buyer certifies the following: (1) the information provided by Buyer to Seller is true and correct and has been submitted as a material inducement to obtain commercial credit; (2) the person executing this Agreement on behalf of the Buyer is authorized to execute this Agreement on behalf of Buyer; (3) that the execution of this Agreement will not violate any law or agreement governing the Buyer or to which the Buyer is a party; (4) Seller is authorized to investigate and verify any information provided by Buyer and inquire of references or others as to ongoing credit worthiness and Seller agrees that this Agreement and Buyer's extension of credit are subject to continuous credit review and approval; (5) Seller may answer questions from others about its credit experience with the Buyer; and (6) Buyer has read, understood and agreed to all of the Terms, and agrees to notify Seller, in writing, of any material change in name, ownership, location or corporate status of Buyer within ten (10) days. If Buyer is a partnership or sole proprietorship, then Buyer authorizes Seller to obtain and use consumer credit reports on the Buyer or its principals for the purpose of evaluating current or ongoing credit worthiness.

**7: BUYER OWNED TOOLS AND MOLDS:** Tooling and molds provided by Buyer to Seller will be retained by Seller for up to one year after last use by Seller. After one year of inactivity, Buyer will be given a thirty (30) day written notice to retrieve tooling and/or molds. After the expiration of this 30-day notice period, Seller shall have the right to dispose of Buyer's tooling and/or molds with no recourse from Buyer, and without any further notice to Buyer.

**8. MISCELLANEOUS:** Both Parties agree that the laws of the State of Utah shall govern this Agreement.