



abcpolymer

*An International **Plastics** Group*

**ABC Polymer Industries, LLC
300 M.H. Williams Drive * P.O. Box 580
Helena, AL 35080
205-620-9889 (Phone) 205-620-9882 (Fax)**

Confidential Credit Application

APPLICATION INFORMATION

Applicant (Corporate Name): _____

Business Name(s) (D/B/A): _____

Mailing Address:

Shipping Address:

County: _____

County: _____

Telephone No: () _____

Telephone No: () _____

FAX: () _____

In Business Since: ____/____/____

As a ___ Corporation ___ Partnership ___ LLC ___ Proprietorship _____

No. of Employees _____

Type of Business: _____

Federal T.I.N. _____

Tax Year End Date: _____

Have you ever done business under any other name? (Y/N) _____

If so, explain: _____

Names of Owner/President/Partners and/or Corporate Officers:

Name _____
Social Security No. _____
Home Address _____

Title _____
Home Phone() _____
Email _____

Name _____
Social Security No. _____
Home Address _____

Title _____
Home Phone() _____
Email _____

Name _____
Social Security No. _____
Home Address _____

Title _____
Home Phone() _____
Email _____

Name of Chief Financial Officer _____
Email Address _____

Has Applicant or any of its owners, partners, or principals ever filed a voluntary petition in bankruptcy, been adjudged bankrupt, or made an assignment for the benefit of creditors? If so, please state date and name of court: _____

Is Applicant or any of its owners, partners or principals a guarantor or endorser of debts or notes owed by others: _____

If so, explain: _____

Dun & Bradstreet No: _____
Registered Agent Name & Address: _____

Bond Agent Name & Address: _____

Please attach a balance sheet and related statements of income, stockholders' equity and cash flows of Applicant for its most recent fiscal year, prepared in accordance with generally accepted accounting principles consistently applied, and audited by independent certified public accountants. If audited financial statements are not available, please attach an unaudited balance sheet and related statements of income, stockholders' equity and cash flows of Applicant for its most recent fiscal year, prepared in accordance with generally accepted accounting principles, for the most recently ended fiscal quarter of Applicant.

Banking Information: (At Least ONE Bank Reference Is Required)

Bank Name _____ Phone () _____
Address _____ **Fax ()** _____
City _____ State _____ Zip _____
Branch Location _____
Ckg. Account# _____ Other Accts. # _____
Loan Acct. # _____ # _____
Contact _____

Bank Name _____ Phone () _____
Address _____ City _____ State _____ Zip _____
Branch Location _____
Ckg. Account# _____ Other Accts. # _____
Loan Acct. # _____ # _____
Contact _____

Current Trade Information: (At Least THREE Major Trade References Required)

Name _____ Phone () _____
Address _____ City _____ State _____ Zip _____
Contact _____ E-mail Address _____
FAX / E-MAIL _____

Name _____ Phone () _____
Address _____ City _____ State _____ Zip _____
Contact _____ E-mail Address _____
FAX / E-MAIL _____

Name _____ Phone () _____
Address _____ City _____ State _____ Zip _____
Contact _____ E-mail Address _____
FAX / E-MAIL _____

Operations Information:

Accounts Payable Contact: _____ Phone:() _____
Email Address: _____

What are the Applicant's expected credit requirements?

\$ _____

Are all invoices forwarded to Applicant's main address? _____ If no, list other locations: _____

Terms of Sale

As used herein, the term “ABC” shall refer to ABC Polymer Industries, LLC and its subsidiaries.

ABC’S SOLE AND EXCLUSIVE WARRANTY WITH REGARD TO ANY MATERIAL ABC SELLS IS THAT THE MATERIAL IS THE GRADE AND SIZE SPECIFIED BY THE INVOICE ABC ISSUED WITH REGARD TO THE PURCHASE OF SUCH MATERIAL BY PURCHASER. ABC HEREBY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, BOTH EXPRESS AND IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY AND IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

Purchaser’s sole and exclusive remedy against ABC for breach of its limited warranty is that ABC shall, following receipt of notice from Purchaser, replace any nonconforming material with material of the grade and size specified by ABC’s invoice issued to Purchaser. Purchaser agrees that no other remedy (including but not limited to, incidental or consequential damages for lost profits, lost sales, injury to person or property, or any other incidental or consequential loss) shall be available to Purchaser for any breach of warranty claim.

Any payment not made within 30 days from the date of invoice shall be deemed past due. A finance charge of 1 ½% per month or the highest rate permitted by law, whichever is less, may be assessed at ABC’s sole discretion on all past due accounts.

The terms of ABC’s invoices shall be governed by and construed in accordance with the laws of the State of Alabama.

[SIGNATURE ON FOLLOWING PAGE]

The Applicant hereby certifies that all of the information furnished herein is true and correct and certifies that the undersigned is authorized to sign for and bind the Applicant. By signing below, the Applicant attests that it is a valid business entity and that the undersigned is authorized to make this application on the Applicant's behalf, and that all information submitted is complete and accurate, to the best of the undersigned's knowledge. The Applicant agrees to indemnify ABC and its agents from any liability resulting from this credit research.

The Applicant further acknowledges that it accepts the Terms of Sale contained in this application and acknowledges that they are incorporated herein and made a part hereof. The Applicant hereby agrees that ABC may review the Applicant's credit history by any means available, now and in the future, including but not limited to contact with any of the above references at ABC's sole discretion.

Executed this _____ day of _____, 20_____.

APPLICANT NAME:

_____(SEAL)
(Partnership or Corporation)

By: _____

Its: _____

APPLICANT NAME:

_____(SEAL)
(Proprietorship)

_____(SEAL)
Signature