



PLASTIC SOLUTIONS, INC.

Exclusive distributor of
PRIMAFLEX[®]
Depend on it.

324 Tiney Road ♦ Ellenboro, NC 28040 ♦ 678.353.2100 ♦ Fax: 828.245.3294
www.plasticsolutions.net

CREDIT APPLICATION

PO Number Required	
Yes	No

Company Name: _____

Billing Address _____ Shipping Address _____

Phone: _____ Fax: _____ Website: _____

Federal ID # _____ Sales Tax Exemption # _____ Date Company Started _____

Business Description: _____

Officer(s), Owner(s), Partner(s): _____

CONTACTS

Purchasing: _____ Phone: _____ Email: _____

A/P: _____ Phone: _____ Email: _____

Electronic Invoices acceptable: No Yes - E-mail/Fax # _____

- Ownership structure: Private Public (Symbol: _____)
- Has your company or an operating division or subsidiary ever filed for protection under federal bankruptcy laws? No Yes
- Parent Company (if applicable): _____

Other Information Needed:

- Anticipated monthly credit needs \$ _____.
- Please forward Sales Tax Exemption certificates for all states in which you have operations, otherwise Plastic Solutions, Inc. is obligated by law to collect Sales Tax on the invoice amount.
- Please send a copy of your latest financial statements (kept in strict confidence).
- **PSI Sales Representative** (if known) _____

Please note that:

- **Payments are due 30 days from the date of invoice.** We pay our material suppliers in 30 days or less. Your ability to meet our terms will ensure you benefit from price competitiveness and material availability advantages offered by such payment practices.

TRADE/BANK REFERENCES: **YOU MAY ATTACH YOUR STANDARD CREDIT APPLICATION FOR CREDIT REFERENCES**

Company Name: _____
City, State, Zip: _____
Contact: _____
Phone: _____ Fax: _____
E-Mail: _____

Company Name: _____
City, State, Zip: _____
Contact: _____
Phone: _____ Fax: _____
E-Mail: _____

Company Name: _____
City, State, Zip: _____
Contact: _____
Phone: _____ Fax: _____
E-Mail: _____

Bank Name: _____
City, State, Zip: _____
Contact: _____
Phone: _____ Fax: _____
E-Mail: _____

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CONDITIONS OF SALES AGREEMENT

All orders for goods placed by Purchaser with Plastic Solutions, Inc. ("PSI"), whether written or verbal and whether made simultaneously with the submission of this credit application or any time thereafter, shall be subject to the terms and conditions set forth below. These terms and conditions shall take precedence over any differing terms in any other documentation of Purchaser including, but not limited to, any other clauses or terms which appear on any correspondence, purchase orders, or order slips of Purchaser.

Rejection of nonconforming goods and materials received by Purchaser shall be made by sending written notification of such rejection to PSI within ten (10) days of Purchaser's receipt of goods. Such notification shall state the basis of the nonconformity of the goods and a detailed description of that portion of the shipment being rejected. Purchaser's failure to give notice in writing to PSI within ten (10) days of Purchaser's receipt of goods shall constitute an absolute and unconditional acceptance of such materials and a waiver by Purchaser of all claims with respect thereto.

Upon receipt of notification of rejection, PSI shall have a reasonable period of time under the circumstances to personally inspect any rejected goods at the point of delivery.

Goods determined to be nonconforming by PSI will be replaced or credit will be issued to Purchaser, at PSI's option. At no time will PSI's liability exceed the amount invoiced on the subject purchase order for the nonconforming goods. No credit for incidental or consequential damages will be issued by PSI.

PSI shall not be liable for delay in performance or nonperformance caused by circumstances beyond its control, including, but not limited to: acts of God, fire, explosion, flood, natural catastrophe, war, civil disturbance, governmental regulation, direction or request, accident, strike, labor trouble, shortage of or inability to obtain material, equipment or transportation.

Purchaser agrees to indemnify and hold harmless PSI against any and all claims and liability arising out of any use of the material or of products made from the material purchased from PSI.

DISCLAIMER OF WARRANTIES. PURCHASER AND PSI AGREE THAT PSI DOES NOT MAKE OR INTEND AND PSI DOES NOT AUTHORIZE ANY AGENT OR REPRESENTATIVE TO MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE (WHETHER OR NOT THAT PURPOSE IS KNOWN TO PSI), OR OTHERWISE WITH RESPECT TO ITS PRODUCTS. ANY SUGGESTIONS BY PSI CONCERNING USES OR APPLICATIONS OF ITS PRODUCTS REFLECT PSI'S OPINION ONLY AND PSI MAKES NO WARRANTY OF RESULTS TO BE OBTAINED. PSI SHALL NOT BE LIABLE FOR, AND PURCHASER ASSUMES RESPONSIBILITY FOR, ALL PERSONAL AND BODILY INJURY AND PROPERTY DAMAGES RESULTING FROM THE HANDLING, POSSESSION, USE OR RESALE OF PSI'S PRODUCTS. PSI SHALL NOT BE LIABLE FOR CONSEQUENTIAL DAMAGES, PUNITIVE DAMAGES, OR LOSS OF PROFITS. IN ANY EVENT, PSI'S LIABILITY SHALL NOT EXCEED THE VALUE OF THE ORDER AT ISSUE.

This Agreement shall be governed, construed and enforced in accordance with the substantive laws of the State of Georgia, without regard to principles of conflict of laws.

Failure to pay amount due on account will accrue interest at the rate of 1.5% per month until paid, or the maximum interest rate allowable by law, and Purchaser agrees to pay any and all costs associated with the recovery of such amounts due on account including principal, interest and attorney costs. Payments are due 30 days from the date of invoice unless otherwise agreed upon by both parties.

The invalidity of any one or more of the clauses or words contained in this Agreement shall not affect the enforceability of the remaining portions of this Agreement, all of which are inserted conditionally on being valid in law; and in the event any part or portions of this Agreement shall be determined to be invalid or illegal or unenforceable in whole or in part, neither the validity of the remaining part of such term nor the validity of any other term of this Agreement shall in any way be affected thereby.

The waiver by any party of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach hereof.

The terms of this Conditions of Sales Agreement, combined with any invoice or other similar document issued by PSI with respect to orders for goods placed by Purchaser, are intended by the parties as the complete expression of their agreement, with respect to each order for goods placed by Purchaser with PSI. Any and all changes, amendments, or modifications of this Agreement shall not be effective unless made in writing and signed by the parties hereto.

I am authorized to enter into this agreement and grant my permission to the companies listed as trade/bank references to release our credit/payment information to Plastic Solutions, Inc.

**PLEASE RETURN FORM TO
MORGAN MCKINNEY**

**E-Mail: mmckinney@plasticsolutions.net
Fax: 828-245-3294**

Signed _____

Printed Name _____

Title _____

Date _____

