



P.O. BOX 221344 EL PASO TX 79913 Phone 915-201-4329

CREDIT APPLICATION

Company Name: _____ Tele No: _____

Billing Address: _____ Fax No: _____

City: _____ State: _____ Zip: _____

Type of Entity: { } CORPORATION { } PARTNERSHIP { } LLC { } SOLE PROPRIETORSHIP { } OTHER

Federal Tax ID: _____ D & B No: _____ Date Business Began: _____

Owners / Officers / Directors / Partners:

Name: _____ Title: _____

Name: _____ Title: _____

A/P Contact: _____ Are Purchase Orders Required? _____

Banking/Financial References:

Bank Name: _____ Contact Name: _____

Address: _____

Tele #: _____ Fax #: _____

Type of Account(s): { } Checking { } Operating { } Open Loans { } Other

Trade References:

	COMPANY NAME	ADDRESS	PHONE NO.	FAX NO.
1	_____	_____	_____	_____
2	_____	_____	_____	_____
3	_____	_____	_____	_____

The information listed above is provided for the purpose of assisting **Sustainable Polymer Products LLC.** in the assessment of the applicant's credit worthiness. All credit purchases are at **Sustainable Polymer Products LLC.** discretion and any credit availability extended may be terminated at any time at **Sustainable Polymer Products LLC.** discretion. The undersigned warrants that they are authorized to sign on behalf of the applicant and that the information provided is true and correct. **Sustainable Polymer Products LLC.** is authorized to contact and investigate all references and banks listed above, and all references and banks are authorized to release requested information to **Sustainable Polymer Products LLC.** The applicants agrees to remit payment within the terms that are specified on the face of our invoice. If the payment is not received when due, the applicants agrees to pay a monthly service charge of 1.5% of the maximum amount allowed by state law. If the account is placed for collection, the applicant agrees to pay all costs and expenses of collection, including attorney's fees and expenses. Changes in legal name, form of organization, or financial structure must be provided in writing to **Sustainable Polymer Products LLC.,** at the address listed above.

Signature (Required)

(Date)

(Please Print Name)

(Title)

The undersigned individual who is either a principal of the credit applicant or a sole proprietor of the credit applicant, recognizing that his or her individual credit history may be a factor in the evaluation of the credit history of the applicant, hereby consents to and authorizes the use of a consumer report on

the undersigned by **Sustainable Polymer Products LLC.** from time to time as may be needed, in the credit evaluation process. In addition, the undersigned individual consents to and authorizes **Sustainable Polymer Products LLC.** permission to obtain credit information from trade references to assist in establishing an open line of credit with **Sustainable Polymer Products LLC.**

Signature (Required)

(Date)

(Please Print Name)

(Title)

SALES TAX EXEMPT CERTIFICATE REQUIRED AT TIME OF APPLICATION

“STANDARD TERMS AND CONDITIONS OF SALE” APPEAR ON THE NEXT PAGE

It is agreed that sales of products by **Sustainable Polymer Products LLC.** and/or any of its subsidiaries will be based on these terms and conditions. Terms of payment are Net 30. It is understood and agreed that past due balances are subject to service charges at 18% or them maximum interest rate permitted by law, whichever is less. Seller reserves the right to require payment on a COD basis. We hereby authorize you to contact the above references for needed credit information.

COMPANY NAME

DATE

SIGNATURE (PRESIDENT/VICE PRESIDENT/PARTNER/PROPRIETOR)

GUARANTY OF INDEBTEDNESS

The undersigned Guarantor(s) in order to induce **Sustainable Polymer Products LLC.** and/or any of its subsidiaries to extend credit to applicant herein, does hereby unconditionally personally guarantee all sums which may be owed by applicant to **Sustainable Polymer Products LLC.** and/or any of its subsidiaries whether said indebtedness is due now or hereafter incurred. This Guaranty is continuing, and shall continue to apply to all indebtedness which applicants may hereafter incur, renew, or extend in whole or in part, with **Sustainable Polymer Products LLC.** and/or any of its subsidiaries all without notice to the undersigned Guarantor(s) **Sustainable Polymer Products LLC.** and/or any of its subsidiaries by jointly or independently modify the indebtedness, accept or release collateral, or release the applicant, without releasing the undersigned Guarantor(s). If more than one Guarantor executes this Guaranty, one or more Guarantors may be released, and such release shall not release the other Guarantor(s), and such release may be done without notice to the other Guarantor(s). The undersigned Guarantor(s) waives notice of acceptance of this Guaranty. Performance of this Guaranty shall be El Paso, TX, and the undersigned Guarantor(s) promise to pay the indebtedness and obligations Incurred hereunder at El Paso, TX.

Signed this _____ day of _____, 201__.

Guarantor

Guarantor

**THIS APPLICATION MAY BE FAXED FOR PROCESSING, HOWEVER,
ORIGINAL PAPERWORK MUST FOLLOW WITHIN 7 DAYS TO:**

**SUSTAINABLE POLYMER PRODUCTS, LLC.
P.O. BOX 221344, EL PASO TX 79913**

**PLEASE ALLOW A MINIMUM OF FIVE BUSINESS DAYS TO PROCESS APPLICATION
Omission of complete and/or accurate data and signatures will result in the return of your
application.**

TERMS AND CONDITIONS

- 1) Seller's terms and conditions set forth herein shall apply to the sale of the material described herein notwithstanding any other conditions contained in Buyer's purchase order. Buyer, by taking delivery of all or any portion of the items, shall be conclusively deemed to have accepted and assented to Seller's Terms and Conditions.
- 2) The purchase price for all items is payable in lawful money of the United States. Acceptance by Seller of drafts, checks or other media of payment will be provisional only and subject to immediate collection of the full face amount thereof. Any tax or other governmental charge upon the production, sale, and/or shipment of the material sold hereunder, imposed by federal, state or municipal authorities shall be added to the price herein provided, and shall be paid by Buyer. Seller reserves the right to charge a late fee and/or interest, if, Buyer fails to make any payments to Seller when same becomes due.
- 3) WARRANTIES: Seller's recommendations for handling, use or disposal of any product, whether alone or in combination with other products, are based upon information believed to be reliable but Seller shall have no liability in this respect. SELLER WARRANTS ONLY AND EXCLUSIVELY THAT ITS' PRODUCTS COMPLY WITH SELLER'S SPECIFICATIONS. SELLER MAKES NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, WHETHER WITH RESPECT TO ITS PRODUCTS, RECOMMENDATIONS, INSTRUCTIONS, PROCESS OR OTHERWISE AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 4) CLAIMS REGARDING PRODUCT. No product shall be returned without Seller's written consent. All claims of Buyer regarding quantity, quality or delivery of the product will be promptly reported to the Seller. Seller's weights and measures will prevail, except for claims made within 10 days of receipt of product and substantiated by a scale ticket from a certified scale. Buyer's exclusive remedy for a claim shall be reimbursement of the purchase price of the product, whether such claim is in respect to any product delivered or for non-delivery and whether or not based on negligence, breach of warranty or tort liability. In no event shall Seller be liable for special, indirect, punitive, incidental, consequential or contingent damages or for the cost of litigation. No claim shall be allowable after Product has been processed in any manner.

Buyer hereby agrees to defend and hold Seller harmless from all liabilities from claims by Buyer and any Third Parties (Including without limitations Buyer's employees and Buyers) resulting from the use of the product delivered hereunder, except where Seller is proven to be solely negligent.

- 5) Products shall be delivered to Buyer as provided on the face hereof. Seller will use all reasonable efforts to make deliveries in accordance with requested dates, but Seller does not guarantee such dates and accepts no responsibility of failure to meet such delivery dates. Buyer assumes all risk of loss from the time the Product is loaded by Seller onto rail car or truck for shipment to Buyer. Buyer shall be responsible for payment of all freight and transportation charges from Seller's point of loading to the delivery address specified on the face hereof unless otherwise stated. Delivery dates are approximate and are predicated on a prompt receipt by Seller of all necessary information and documentation from Buyer.

Buyer shall not be entitled to cancel or rescind this sale nor shall Seller be liable in damages or otherwise, for delay or impairment or failure of performance by reason of causes beyond Seller's control, including without limitation claims of force majeure by Seller's suppliers, strikes, labor difficulties, shortages of labor, fuel, power, materials or supplies, inability to obtain shipping space, transportation delays, fire, floods, accidents, riots, acts of God, war, governmental interference or embargo. In any such event, Seller reserves the right, in its sole discretion, to allocate its inventory between Buyer and Seller's other customers, and Buyer waives any right to assert a claim against Seller therefore.

- 6) Buyer understands and acknowledges Seller may, but is under no obligation to from time to time, issue notices regarding the safe use of the Products, including appropriate and inappropriate end uses of the Products. Buyer agrees to comply with such safety policies and end-user restrictions in its use of the Products. Buyer further agrees upon written request from Seller to confirm in writing that the Buyer is complying with Seller's Safety policies and end-use restrictions. In no event shall Seller be responsible for any damage, injury or loss occasioned by Buyer's misuse of the Product or Buyer's negligence. Buyer shall not rely on Seller issuing any notice regarding the proper handling of safe use of the Products.
- 7) Seller may at any time alter or suspend credit to Buyer, stop shipment to Buyer in transit, or delay or refuse to ship to Buyer, or cancel any or all unfilled orders when, in Seller's sole opinion: (a) the financial condition of Buyer is unsatisfactory to Seller; (b) delivery is delayed by fault of Buyer; (c) Buyer is delinquent in payment of any obligation owed to Seller; or (d) sale of products or materials to Buyer may result in environmental, safety or health danger or hazard.
- 8) NOTWITHSTANDING ANY PROVISION IN THIS AGREEMENT OR ELSEWHERE TO THE CONTRARY: (a) SELLER'S MAXIMUM LIABILITY HEREUNDER AT ANY TIME FOR ANY CAUSE WHATSOEVER SHALL NOT EXCEED THE PRICE PAID FOR THE PRODUCT(S) AT ISSUE; AND (b) SELLER SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND OR NATURE, ARISING AT ANY TIME, FROM ANY CAUSE WHATSOEVER, INCLUDING LOSS OF REVENUE OR PROFIT. THESE LIMITATIONS OF LIABILITY SHALL APPLY NOTWITHSTANDING ANY FINDING THAT ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.
- 9) If any provision of this invoice is held invalid, such invalidity shall not affect the other provisions in this agreement.
- 10) This agreement and all transactions in connection therewith are governed by the State of Texas law.

Date: _____

Acknowledged by: _____

Signature of Company Officer and Company Name