

ALL WEST CONTAINER COMPANY

30 Tanforan Avenue, South San Francisco, CA 94080
Phone: (650)615-8970 / Fax: (650)615-8974
www.AllWestContainer.com

FOR OFFICE USE ONLY:

CID: _____

SID: _____

TERMS: _____

C/L: \$ _____

The undersigned company is applying for credit and agrees to abide by the standard terms and conditions as printed on the reverse.

CREDIT APPLICATION

COMPANY NAME: _____

DBA (if different): _____

PHYSICAL ADDRESS: _____

MAIN PHONE: _____ FAX: _____

WEBSITE: _____

BUSINESS INFORMATION:

TYPE OF BUSINESS: [] CORPORATION [] PARTNERSHIP [] INDIVIDUAL/SOLE PROPRIETOR

FED TAX ID/SSN: _____ DUNS NUMBER: _____

DATE ESTABLISHED: _____ NO. OF EMPLOYEES: _____

DESCRIPTION OF BUS: _____

SALES TAX STATUS: [] TAXABLE (ITEMS NOT FOR RESALE) [] EXEMPT (RESALE CERT REQUIRED)

CA RESALE CERT #: _____

PUCHASING INFORMATION:

PURCHASE AGENT(S): _____

PHONE: _____ FAX: _____

EMAIL: _____

DEVLIERY INFORMATION:

DELIVERY STREET: _____

CITY, STATE, ZIP: _____

COUNTY: _____

DELIVERY CONTACT: _____ PHONE: _____

EMAIL: _____ FAX: _____

RECEIVING HOURS: _____ APPTMT REQUIRED? [] NO [] YES

REC. DOCK ? [] NO [] YES LIFT TRUCK?: [] NO [] YES TRUCK SIZE LIMITS? [] NO [] YES:

PALLET RESTRICTIONS: [] NO [] YES:

RECEIVING REQMTS: _____

BILLING INFORMATION:

BILLING STREET: _____

CITY, STATE ZIP: _____

COUNTY: _____

BILLING CONTACT: _____ PHONE: _____

EMAIL: _____ FAX: _____

BANK REFERENCE:

ACCOUNT NUMBER: _____

NAME OF BANK: _____

CONTACT: _____ PHONE: _____

ADDRESS: _____

TRADE REFERENCES:

REFERENCE #1 Name: _____

Address: _____

Phone: _____ Fax: _____

REFERENCE #2 Name: _____

Address: _____

Phone: _____ Fax: _____

REFERENCE #3 Name: _____

Address: _____

Phone: _____ Fax: _____

ALL WEST

CONTAINER COMPANY

ACCEPTANCE AND ACKNOWLEDGEMENT:

I represent that the above information is true and is given to induce All West Container Company to extend credit to the applicant. My company and I authorize All West Container Company to make such credit investigation as sees fit, including contacting the above trade references and banks and obtaining credit reports. My company and I authorize all trade references, banks, and credit reporting agencies to disclose to All West Container Company any and all information concerning the financial and credit history of my company and myself.

I have read the Standard Terms of Sale stated below and agree to all of these terms and conditions.

Authorized Signature:

Printed Name:

Title:

Date:

STANDARD TERMS OF SALE

All Customer (Buyer) Purchase Orders are subject to the following terms and conditions and all additional terms and conditions presented on or accompanying an All West Container (Seller) Quotation or Order Acknowledgment:

ITEM QUOTES AND ORDER FULFILLMENT:

- Price quotes provided by All West Container (Seller) to Buyer are good for thirty (30) days from issuance.
- Industry standards allow for a margin of 10% overrun or underrun in fulfilling orders.
- Buyer agrees to pay for the following additional charges which may apply but may not be included on quotes: appropriate sales taxes, print plates and/or dies, associated shipping and handling fees, kit charges for special inks, control fee for exact quantities (when requested).
- Buyer must provide to Seller a signed purchase order or quote detailing and accepting the specifications of the item(s) quoted prior to production of the order.

DELAYS:

All orders are accepted subject to delays due to strikes or other labor disturbances, fire, flood, shortage of materials, delays in transit, force majeure, government priority or other regulations, delay or failure by our supplier to deliver or other causes beyond our control.

RETURNS/REPLACEMENT POLICY:

Seller warrants that the product it furnished to you is of merchantable quality. If the product fails to be merchantable, Seller will either furnish free of charge a replacement or, at its election, give credit for the purchase price. Seller will not, however, accept responsibility for replacement or credit unless independent inspection by our representative has determined the product not merchantable.

In addition, it is an expressly bargained for term of our agreement of sale that Seller is not to be liable for consequential or incidental damages irrespective of its active or passive negligence which may cause the material to be non-conforming to specifications.

Buyer must inspect the merchandise for dimensional and other specification compliance before using the material.

WAREHOUSING POLICY:

- Upon Buyer's request, Seller will quote items with 30, 60 or 90 day warehousing terms (at an added cost).
- Seller will produce and warehouse items per the accepted prices and quantities indicated for Buyer.
- Buyer will provide Seller with a minimum of 48 hours notice for delivery requests of warehoused items.
- In the event that items remain at the Seller beyond the specified warehousing period of 30, 60 or 90 days, the Buyer may be responsible for reasonable storage and/or delivery fees to cover the added costs.
- Seller will warehouse the items for no more than ninety (90) days from manufactured/due date.
- In the event that items remain at Seller past the 90 day period, Seller will invoice the remaining quantities at the agreed purchase price on the Buyer's current terms.
- Items left at Seller beyond 90 days are the responsibility of the Buyer. The Seller will do its best to keep said material in merchantable condition, however, after 90 days the Seller cannot guarantee the condition or quantity of such items.
- In addition to the full purchase price, Buyer will be responsible for a warehousing fee of thirty-five dollars (\$35.00 US) per pallet per month for each month (or partial month) following the 90th day.

TERMS:

Standard credit terms are Net 30 Days from date of invoice on approved credit. F.O.B. shipping point as on invoice. In the event of the default of Buyer of any obligation to Seller may, at its option: without demand or notice, exercise any of the following remedies:

- Apply a monthly service charge of 1-1/2% or the maximum permitted by law to any outstanding amount not paid by the net due date.
- Elect to treat the entire balance of the purchase due and payable immediately and may seek legal action therefore.
- Take possession of the property wherever and whenever found and may elect to treat buyer in default. In such event all of the rights, titles and equities of buyer shall immediately cease and determine and sellers shall be released from all obligations to transfer or deliver the property to Buyer.
- Avail itself of any of the remedies for the enforcement of the Sellers rights as provided by the laws of the state of California.
- Buyer will be held responsible for the interest at the maximum legal rate on unpaid past due amounts, plus reasonable attorney fees incurred by the Seller in connection with obtaining payment from buyer on invoices.
- Title to all merchandise sold shall remain with Seller on all sales made COD until any check or drafter received in payment is accepted or paid.
- No returns will be accepted unless previously authorized by Seller in writing.
- In the event that legal action is necessary, Buyer agrees to pay all fees and expenses.

**Please phone or fax All West Container Company with any questions or concerns at (650)615-8970.
All Credit Application forms should be completed and faxed to (650)615-8974.**

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CUSTOMER SALES AND USE TAX EXPEMPTION:

Company Name: _____

I hereby certify that I hold valid Seller's Permit No.: _____

issued pursuant to the Sales and Use Tax Law; that I am engaged in the business of selling:

That the tangible personal property described herein which I shall purchase from:

ALL WEST CONTAINER COMPANY
30 Tanforan Avenue, South San Francisco 94080

will be resold by me in the form of tangible personal property; PROVIDED, however, that in the event any such property is used for any purpose other than retention, demonstration, or display while holding it for sale in the regular course of business, it is understood that I am required by the Sales and Use Tax Law to report and pay for the tax, measured by the purchase price of such property.

Description of property to be purchased:

I certify that I am/we are exempt from Sales and Use Tax on the following items (check all that apply):

- Boxes Shipping Materials
- Print / Cutting Dies
- Shipping Materials and Related Supplies
- Samples

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

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CREDIT CARD AUTHORIZATION:

DATE: _____

COMPANY: _____

CONTACT: _____

PHONE: _____

FAX: _____

EMAIL: _____

I hereby authorize All West Container to charge on my Credit Card n the amount shown below. I have read and agree to the Standard Terms of Sale. I understand that if the product is found to be unsatisfactory, I must contact All West Container immediately and arrange for the return of the merchandise. I understand that the returned merchandise is subject to approval and that All West Container will contact me confirming return authorization. I will not charge back or reject the purchase on my credit card and agree to have All West Container issue a refund in the form of a check payable within ten (10) business days from the date or return authorization for the amount of the return.

AUTHORIZED AMOUNT: SPECIFIC ORDER BALANCE OF \$ _____

BLANKET AUTHORIZATION UP TO \$ _____

CREDIT CARD TYPE: MasterCard Visa American Express Discover

CREDIT CARD NUMBER: _____

EXP. DATE: _____ CARD VERIFICATION VALUE#: _____

BILLING NAME (AS IT APPEARS ON THE CARD): _____

CREDIT CARD BILLING STREET ADDRESS: _____

CITY, STATE, ZIP: _____

PHONE NUMBER: _____

CREDIT CARD HOLDER SIGNATURE: **X** _____

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OFFICE USE ONLY:

CID: _____

AWC ORDER#: _____

DATE PROCESSED: _____

AMT CHARGED: _____

APPROVAL CODE: _____

PROCESSED BY: _____