

EMSEAL JOINT SYSTEMS LTD/ EMSEAL LLC

25 Bridle Lane Westborough, MA 01581-2603

PH: 508-836-0280, FX: 508-836-0281

www.emseal.com

APPLICATION FOR CREDIT

| Emseal/Sales contact | | |
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| THE ELECTION ON CITEDIT Elliseary Sales contact | | | | | | |
|---|------------------------|--|--|--|--|--|
| Company Information | | | | | | |
| Com | pany Name: | | | | | |
| Phys | ical Address: | | | | | |
| City: | - | State: Zip Code: | | | | |
| Phon | | Fax: | | | | |
| Type | of Entity: | Corporation Partnership Sole Proprietorship | | | | |
| FID# | | and the second s | | | | |
| | | | | | | |
| D&B | # | | | | | |
| Contact Information | | | | | | |
| Billin | g Contact & | contact information | | | | |
| Emai | _ | | | | | |
| Billin | g Address: | | | | | |
| City: | City: State: Zip Code: | | | | | |
| Phon | ie: | Fax: | | | | |
| Cont | roller: | Purchasing Manager: | | | | |
| | | | | | | |
| Princ | cipal Owner: | | | | | |
| | | Credit Information | | | | |
| | - | are presently doing business with (please no rental companies). We do require at | | | | |
| least | 3 responding ref | ferences for an approval (email addresses are best to guarantee a response): | | | | |
| | Company Name | | | | | |
| 1. | Company Name | | | | | |
| 1. – | Francii a delucaca | Favor | | | | |
| - | Email address: | Fax: | | | | |
| 2 | E | | | | | |
| | Email address: | Fax: | | | | |
| 3 | | | | | | |
| - | Email address: | Fax: | | | | |
| 4 | | | | | | |
| | Email address: | Fax: | | | | |

Release of Information & Acceptance of Terms

TERMS AND CONDITIONS

This is an *Application and Agreement* for credit and shall apply to any and all credit extended by EMSEAL.

The credit applicant understands and agrees to the following terms and conditions of sale:

- 1. Terms of sale are Net 30 days. Invoices are subject to monthly late payment charge of 1.5% per month, which is an annual percentage rate of 18%, or such lesser amounts as permitted by law on balance past due. Agents and or Representatives of EMSEAL are not authorized to change or adjust credit terms without written authorization of the President of EMSEAL.
- 2. Materials that have been custom-made to specified dimensions are NON-RETURNABLE.
- 3. Claims for missing or damaged goods must be made within 48 hours of receipt of goods.
- 4. The material supplied against this order is subject to EMSEAL's standard 1 year warranty against defect and workmanship therein, which is in lieu of all other written or oral express or implied warranties including any warranties of merchantability or fitness for purpose. EMSEAL shall not be liable for and expressly disclaims any liability for any damage including incidental, consequential or other damages whether in contract or in tort, including negligence and strict liability.
- 5. NSF checks will be subject to a \$50.00 charge.
- 6. Failure to comply with these Terms and Conditions may result in cancellation of credit privileges without notice. In the event of any default, EMSEAL may a) close the account and/or b) accelerate payment of the full balance.
- 7. Applicant agrees to bear all reasonable costs incurred in collecting any unpaid amounts including but not limited to collection suit fees, legal fees and court costs.
- 8. The information given in this Application and Agreement is warranted to be true and correct and given for the purpose of obtaining credit.
- 9. The applicant consents to the obtaining of credit and/or personal information as may be required in connection with the credit hereby applied for or any renewal or extension thereof and the disclosure of any trade information concerning the applicant to any credit reporting agency or to any person with whom the applicant has or proposes to have financial relations.
- 10. Upon determination that the customer's credit worthiness has changed adversely or does not satisfy current credit standards, EMSEAL may close or lower the credit limit of the account.

| NAME OF AUTHORIZED OFFICER APPROVING THIS APPLICATION: | POSITION: | SIGNATURE: |
|--|-----------|------------|
| | | DATE: |
| TELEPHONE : | FAX: | EMAIL: |
| | | |
| | | |

Please fax completed form to 508-836-0281 or email to credit@emseal.com