



AMERICAN PAPER & PLASTICS INC

Fax Credit application to (626) 723-7125 or email to credit@appinc.com Credit Services Dept

550 South 7th Ave. City of Industry, CA 91746 Tel: (626) 444-0000 REP:

CUSTOMER APPLICATION

Date: / / Amount of Monthly Drop Offs: \$.00

BUSINESS:

Corporate Name: D/B/A (Trade Name): Delivery Address: City: Email: State: Zip Code: Telephone #: Fax: Mailing Address (if different than above): City: State: Zip Code: Telephone #: If Company is a branch of subsidiary, list name, address & phone of parent company: Name: Address: City: State: Zip Code: Telephone #:

- Corporation Partnership Ltd. partnership LLC Sole Proprietorship

Date you started business/assumed control: Number of employees: Nature & type of business: Has Corporation been registered with Secretary of State?: What State: Filing date: Secretary of State Filing Number: Date Last Filed: Federal Tax ID Number: Resale Number: Name & address of previous Business or employer: City: State: Zip Code:

OFFICERS & PRINCIPALS (PLEASE ALSO LIST ALL PREVIOUS NAMES USED.) Please include FULL address.

Name: Home Address: Phone: Social Security #: Name: Home Address: Phone: Social Security #:

SUPPLIERS (SAME TRADE) REFERENCES (Utility Co., Freight Co., Storage/Warehousing Co. & Beverage Co. are not acceptable)

Name: City/State: Phone/Fax: Account #: Name: City/State: Phone/Fax: Account #: Name: City/State: Phone/Fax: Account #:

BANK REFERENCES

C-Checking S-Savings M-Mortgage CPD-Charge Plate Deposits Name: City/State: Phone: Account #:

Please select one from the following "Classification List."

- HO (HOTEL) RT (RESTAURANT) CT (CATERER) BA (BAKERY) HP (HOSPITAL) SC (SCHOOL) AP (AMUSEMENT PARK) FP (FOOD PROCESSOR) DT (DISTRIBUTOR) MK (MARKET) RE (RESORT) OT (OTHER)

For additional locations - Complete below or attached a page listing all other locations. Are under the same legal entity (ownership)? Yes No If yes, acknowledge that you will be financially responsible for all merchandise sent to additional locations. NAME: Address: Print Name (Guarantor/Principal): SIGNATURE: DATE: If NO, we require a separate credit application for all different legal entities.

The information set forth above, together with any information supplied in connection herewith, is provided for the purpose of obtaining or maintaining credit with American Paper & Plastics, Inc. ("APP"); is represented and warranted to be true, and you ("Buyer") may consider the information as continuing until a written notice of change is given. Any credit bureau or other investigative agency employed by the seller ("APP") are authorized to make all inquiries the seller deem necessary to investigate the references herein listed and to verify the accuracy of the statements or other data obtained and to otherwise determine the creditworthiness and financial responsibility of the undersigned. The undersigned ("Buyer") agrees to pay for all supplies, services and charges placed by the undersigned in accordance with the credit terms, conditions and general information of American Paper & Plastics, including applicable rates, now or hereafter in effect. In the event that there is a change in the ownership or change in form of ownership of Buyer, Buyer agrees to immediately notify APP in writing of such change. In the event Buyer fails to notify APP of any change in ownership, Buyer shall remain liable for all purchases made by any such new entity or entities, subsequent to the change in the ownership or change in form of ownership of Buyer. Buyer agencies agree to be liable for payment to American Paper & Plastics Inc. ("APP") and its subsidiaries for all purchases placed by and billed to the buyer, regardless of whether the identity of our customer is disclosed. This statement renders void any statement to the contrary subsequently on and we intend to be bound by the terms hereof upon execution and delivery to you of the goods (including any executed facsimile thereof) of this application. The extension of credit may, in the sole discretion of American Paper & Plastics, Inc., be increased or decreased at any time and for any reason. Buyer agrees that all of the terms & conditions of this Master Purchase Agreement & APP'S invoice shall apply to all purchases of merchandise by Buyer from APP & shall prevail over any inconsistent or different provisions of any purchase order from Buyer.

Guarantee: To induce American Paper & Plastics Inc. ("APP") to accept the foregoing Purchase Agreement ("Agreement") & to sell merchandise to "Buyer" identified therein, the undersigned ("Guarantor") hereby unconditionally, absolutely & irrevocably agrees to guarantee Buyer's full performance of its obligations thereunder, whether past, present & or future.

Guarantor agrees that Guarantor's obligations under this Guarantee shall be joint & several with those of Buyer & that APP shall not be obligated to first exercise any remedy it may have against Buyer before proceeding against Guarantor. This Guarantee is a continuing guarantee.

Guarantor's liability shall continue notwithstanding any incapacity, death or disability of any person or a change in ownership or a change in form of ownership of Buyer. The failure by APP to enforce a claim against the estate (either in administration, bankruptcy or other proceeding) of Buyer or of any person shall not affect Guarantor's liability hereunder, nor shall Guarantor be released from liability if recovery from Buyer, any other Guarantor, or any other person, becomes barred by any statute of limitations or is otherwise prevented. The Guarantor(s) should inform APP Inc. immediately in case of change of ownership of the business.

Guarantor(s) waives & agrees not to assert or take advantage of the defense of the statute of limitations in any action hereunder, or for the collection of any credit hereby guaranteed. Guarantor(s) waives any defense he/she may have that APP has waived any rights against Buyer, has relinquished any security, or has amended or modified the Agreement, all of which Guarantor(s) agrees APP may do without Guarantor(s) consent or notice.

Guarantor(s) acknowledge that he/she/they is/are benefiting financially from the subject matter of this Guarantee, & that he/she/they execute such Guarantee in the normal course of business.

This Guarantee shall inure to the benefit of APP its successors & assigns & the assignees of any credit hereby guaranteed. It shall bind Guarantor(s), his/her/their legal representatives & assigns. If action is brought on this Guarantee, APP shall be entitled to recover its actual attorney's fees at the rate of no less than \$250.00 per hour & cost of suit, plus all late fees and maximum interest allowed in the state of California. Suit on this Guarantee may be made in any court with subject matter jurisdiction in the County of Los Angeles, State of California & Guarantor(s) irrevocably consents to personal jurisdiction & venue of any such court.

Claims of any kind or nature must be made in writing within ten (10) days after receipt of the goods. Any claims not made in writing within the time limits above set forth are specifically barred. Buyer must make available for inspection & examination by APP all goods, which Buyer claims to be defective. APP may replace any goods claimed by Buyer to be defective within a reasonable time after Buyer makes them available for inspection & examination & such replacement shall constitute a satisfaction & discharge of all claims of Buyer relative to goods so replaced. Buyer's right to cancel goods by reason of defects shall at all times be limited to that portion of the goods actually defective. This Agreement shall inure to the benefit of APP, its successors & assigns. It shall bind the Buyer, his/her/their legal representatives & assigns. If action is brought on this Agreement, APP shall be entitled to recover its actual attorney's fees at the rate of no less than \$250.00 per hour & cost of suit. Suit on this Agreement may be made in any court with subject matter jurisdiction in the County of Los Angeles, State of California & Buyer(s) irrevocably consent to personal jurisdiction & venue of any such court.

Buyer agrees that APP may obtain a credit report both for the Customer identified in this credit application as well as its principal(s) and Guarantor(s). Customer further agrees that from time to time APP has permission to obtain an updated credit report for the Customer identified in this credit application as well as its principal(s) and Guarantor(s).

<p>PAYMENT TERMS: UPON APPROVAL OF REFERENCES Must be signed by an Officer or Principal.</p> <p>X _____ Printed Name of Officer/Principal</p> <p>X _____ Title</p> <p>X _____ Signature</p> <p>X _____ Date</p>	<p style="text-align: center;">Required Information:</p> <div style="border: 1px solid black; padding: 5px; margin-bottom: 10px;"> <p>Accounts Payable Contact: _____</p> <p>Phone Number: _____</p> <p>Fax Number: _____</p> <p>Email Address: _____</p> </div> <p><u>Terms and Conditions</u></p> <p>Minimum Order Handling Charge:</p> <ul style="list-style-type: none"> Orders placed with total dollar amount less than \$300 will be subject to a \$25 surcharge, in addition to other delivery charges (if applicable). <p>Non-sufficient Fund Check Fee:</p> <ul style="list-style-type: none"> Each NSF check will be subject to a \$40 fee Credit Applications must be complete to avoid delays Completion Of credit application does not guarantee credit terms.
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California Resale Certificate

I HEREBY CERTIFY:

1. I hold valid seller's permit number: _____

2. I am engaged in the business of selling the following type of tangible personal property:

3. This certificate is for the purchase from _____ of the item(s) I have listed in paragraph 5 below.
[Vendor's name]

4. I will resell the item(s) listed in paragraph 5, which I am purchasing under this resale certificate in the form of tangible personal property in the regular course of my business operations, and I will do so prior to making any use of the item(s) other than demonstration and display while holding the item(s) for sale in the regular course of my business. I understand that if I use the item(s) purchased under this certificate in any manner other than as just described, I will owe use tax based on each item's purchase price or as otherwise provided by law.

5. Description of property to be purchased for resale:

6. I have read and understand the following:

For Your Information: A person may be guilty of a misdemeanor under Revenue and Taxation Code section 6094.5 if the purchaser knows at the time of purchase that he or she will not resell the purchased item prior to any use (other than retention, demonstration, or display while holding it for resale) and he or she furnishes a resale certificate to avoid payment to the seller of an amount as tax. Additionally, a person misusing a resale certificate for personal gain or to evade the payment of tax is liable, for each purchase, for the tax that would have been due, plus a penalty of 10 percent of the tax or \$500, whichever is more.

NAME OF PURCHASER

SIGNATURE OF PURCHASER, PURCHASER'S EMPLOYEE OR AUTHORIZED REPRESENTATIVE



PRINTED NAME OF PERSON SIGNING

TITLE

ADDRESS OF PURCHASER

TELEPHONE NUMBER

DATE

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