

APPLICATION INFORMATION

Company Name: _____

Physical Address: _____

Mailing Address: _____

Phone Number: _____ Fax Number: _____

Purchasing Contact: _____

Email Address: _____ Phone Number: _____

Accounts Payable Contact: _____

Email Address: _____ Phone Number: _____

Amount of Credit Requested: \$ _____

How would you like your invoices sent to you?

Mailed (Address): _____

Emailed: _____

Notes:

1. Please attach a copy of your State Sales Tax Exemption Certificate (also referred to as Resellers Certificate).
2. Please include current phone, fax, email address for bank and trade references.
3. Please return this form, along with your signed Credit Application to your ABC Polymer Representative, or one of the contacts below.

Your contacts at ABC Polymer Industries:

Customer Service: Leslee Quiggle at leslee@alabag.com or (205) 620-9889 ext. 100

Receivables: Nancy Ingram at nancy@abcfibers.com or (205) 620-9889 ext. 118

Terms of Sale

As used herein, the term "ABC" shall refer to ABC Polymer Industries, LLC and its subsidiaries.

ABC'S SOLE AND EXCLUSIVE WARRANTY WITH REGARD TO ANY MATERIAL ABC SELLS IS THAT THE MATERIAL IS THE GRADE AND SIZE SPECIFIED BY THE INVOICE ABC ISSUED WITH REGARD TO THE PURCHASE OF SUCH MATERIAL BY PURCHASER. ABC HEREBY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, BOTH EXPRESS AND IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY AND IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

Purchaser's sole and exclusive remedy against ABC for breach of its limited warranty is that ABC shall, following receipt of notice from Purchaser, replace any nonconforming material with material of the grade and size specified by ABC's invoice issued to Purchaser. Purchaser agrees that no other remedy (including but not limited to, incidental or consequential damages for lost profits, lost sales, injury to person or property, or any other incidental or consequential loss) shall be available to Purchaser for any breach of warranty claim.

Any payment not made within 30 days from the date of invoice shall be deemed past due. A finance charge of 1 1/2% per month or the highest rate permitted by law, whichever is less, may be assessed at ABC's sole discretion on all past due accounts.

The terms of ABC's invoices shall be governed by and construed in accordance with the laws of the State of Alabama.

[SIGNATURE ON FOLLOWING PAGE]

The Applicant hereby certifies that all of the information furnished herein is true and correct and certifies that the undersigned is authorized to sign for and bind the Applicant. By signing below, the Applicant attests that it is a valid business entity and that the undersigned is authorized to make this application on the Applicant's behalf, and that all information submitted is complete and accurate, to the best of the undersigned's knowledge. The Applicant agrees to indemnify ABC and its agents from any liability resulting from this credit research.

The Applicant further acknowledges that it accepts the Terms of Sale contained in this application and acknowledges that they are incorporated herein and made a part hereof. The Applicant hereby agrees that ABC may review the Applicant's credit history by any means available, now and in the future, including but not limited to contact with any of the above references at ABC's sole discretion.

Executed this _____ day of _____, 20_____.

APPLICANT NAME:

(Partnership or Corporation) (SEAL)

By: _____

By its: _____

APPLICANT NAME:

(Partnership) (SEAL)

(Signature) (SEAL)