



CREDIT APPLICATION

COMPANY NAME: _____ Corp. ____ Trust ____ Other ____

Address: _____ Part. ____ Proprietorship ____

City/State/ZIP: _____

Phone # _____ Fax # _____

A/P Contact Name: _____ **A/P Email:** _____

PRINCIPALS:

Name _____ Phone # _____

Home Address _____

City/State/ZIP _____

Name _____ Phone # _____

Home Address _____

City/State/ZIP _____

BANKING REFERENCES:

Bank Name: _____ Phone #: _____

Address: _____ Fax #: _____

Town: _____ P.C./ZIP: _____

Branch # _____ Transit # _____ Account #: _____

Account Manager's Name: _____ Manager's Phone #: _____

PLEASE NOTE ALL BANKING INFORMATION (INCL. BRANCH & TRANSIT #) IS REQUIRED, OR WE CAN NOT PROCESS THE APPLICATION.

*the signature below hereby authorizes said lending institutions to furnish SM Polymers Inc. with your experience. The information requested will be used only in connection with the extension of credit.

SUPPLIER/COMMERCIAL REFERENCES

1. Name: _____ Phone: _____ Fax: _____

2. Name: _____ Phone: _____ Fax: _____

3. Name: _____ Phone: _____ Fax: _____

Amount of Credit Requested: \$ _____ **Currency** _____

I certify that all statements accompanying and contained in this application are true and are made for the purpose of obtaining credit and in consideration of SM Polymers Inc. selling to me or to my agent(s). I agree to the following terms and conditions:

- To pay the account within the days specified by the agreed upon terms, Net 30 days or as listed on invoice.
- To pay a service charge calculated at 18% per annum (1.5%/month) or the maximum permitted by law on all balances exceeding payment terms.
- To pay all reasonable charges for collection, including attorney's fees and court costs.



Credit Application Continued

(COMPANY NAME)

In consideration of SM Polymers Inc. extending credit to the applicant, the undersigned hereby agrees to the following terms and conditions:

1. SM Polymers Inc. (Seller) shall not be liable for inability to deliver or for any delay in filling orders resulting from fire, strike, flood, accident, war or the consequence of war, transportation, shortage of any raw materials, or any other cause beyond the Seller's control.
2. Seller makes no warranty, express or implied, as to description, quality, merchantability, fitness for any particular purpose, productiveness, or any other matter, of any goods covered by this invoice (order), unless specifically stated in writing. Seller shall be in no way responsible for their proper use. Buyer acknowledges that they are not relying on seller's skill or judgment to select or furnish goods suitable for any particular purpose and that there are no warranties which extend beyond the description of the goods supplied on the face hereof.
3. All claims that goods supplied failed to meet the description must be made within thirty days of delivery. Absence of such notice constitutes a waiver by Buyer on all claims for defects. Defective material may not be returned until inspected by Seller and upon specific instructions given by Seller. Goods so returned will be replaced or credited but Seller shall not be liable for loss, damage, or expense directly or indirectly arising from the handling or use of the material or from any other cause, the Sellers liability being expressly limited to the replacement or credit for the value of the defective material. **We do not accept or honor claims of any kinds on Non-Prime Materials.**
4. All orders or contracts are subject to written acceptance by Seller.
5. Seller, at its option, may assess demurrage charges to buyer for delivery equipment detained for longer than sixty days beyond delivery date, at the rate of \$50 per day.
6. Acceptance of all or part of the material covered by this contract constitutes acceptance of the terms thereof by the purchaser.
7. This contract contains the entire agreement between the parties notwithstanding any contrary or inconsistent provisions that may be contained in the purchase order of the Buyer. This condition cannot be altered except by written notation by the Seller.
8. Interest of up to 1.5% per month or the maximum permitted by law will be charged on balances exceeding credit terms, Also please note that **NO MATERIAL** will be delivered to any account over 60 Days Old will until overdue balance is settled.
9. Customer understands that they will be responsible for any costs incurred in collecting outstanding amounts due and payable, including all attorney fees and court costs. Customer also consents as this document to serve as a GSA against company assets secured against SM Polymers receivable in the event of required legal action.
10. Any claim arising out of or related to this Agreement or the default thereof, which has not been resolved by mutual agreement of the parties shall be settled by legal action, which shall be conducted at the Wellington County Court House in Guelph, Ontario, Canada.

Witness my/our hand(s) this _____ day of _____, 20____

EXECUTED AS A SEALED INSTRUMENT

Company Name _____

By _____
(PLEASE PRINT NAME)

SIGNATURE * (MUST BE THAT OF A PRINCIPAL)

*the above signature hereby authorizes said lending institutions to furnish SM Polymers Inc. with your experience. The information requested will be used only in connection with the extension of credit.