



CREDIT APPLICATION FOR A BUSINESS ACCOUNT

To: Quality Packaging & Supplies, Inc. ("Seller") for procuring and establishing credit from time to time with Seller, the undersigned buyer ("Buyer") furnishes the following information pursuant to this Credit Application for a Business Account ("Agreement"), and including any requested Financial Statement. Buyer represents and warrants said information is a true and correct statement of its financial condition, Buyer authorizes Seller to obtain credit reports and financial information concerning the Buyer at any time and from any source.

BUSINESS INFORMATION

Form with fields for Business Information including Company name, Date business commenced, Federal ID#, D&B Number, Accounts Payable Contact, Billing Address, City, State ZIP Code, Owner/Officers details, and checkboxes for Sole proprietorship, Partnership, Corporation, and Other.

BANK INFORMATION

Form with fields for Bank Information including Contact Name, Address, Phone, Fax, E-mail, Bank name, City, State ZIP Code, Phone, Account number, and Type of account (Savings, Checking, Other).

BUSINESS/TRADE REFERENCES

Form with multiple rows for Business/Trade References, each row containing fields for Company name, Address, City, State ZIP Code, Contact Name, Phone, Fax, E-mail, and Other.

AGREEMENT

1. In consideration of, and to induce Seller to establish an open account line of credit based on the foregoing Agreement, the undersigned Buyer promises to pay for purchases in accordance with Seller’s terms of sale.
2. Buyer hereby authorizes Seller to check Buyer's bank and credit references to obtain such information as may be required to approve this application for credit. Buyer agrees that this application for credit shall remain Seller’s property and will be included in Buyers credit file.
3. **Payment.** In consideration of the granting and extension of credit by Seller to Buyer, it is hereby agreed that the Buyer will pay all sums when due. Buyer understands Seller will add a service charge of one and one-half percent (1 ½%) (eighteen percent (18%) per annum) to all past due invoices, except where prohibited by law. Buyer understands an invoice is considered past due if not paid within the Seller’s terms of sale. Buyer agrees actual damage to Seller because of delinquent payments is difficult to estimate and that the forgoing service charge is in the parties’ best estimate of such damage. Buyer does hereby agree to pay the same.
4. **Attorneys’ Fees and Costs of Collection.** Buyer further agrees to pay all expenses, including court costs, legal, recovery and administrative expenses, and attorneys’ fees paid or incurred by Seller endeavoring to collect the sums due and owing by Seller.
5. **Responsibility for Charges.** Seller agrees to notify Buyer in writing of any change of ownership or status of ownership and further agrees that all charges incurred will remain the responsibility of the Buyer unless and until agreed to by Seller in writing.
6. **Venue.** Buyer further acknowledges and understands this Agreement, and all future contracts and agreements are and shall be deemed accepted by Seller and entered for all purposes at its offices in Ventura County, California. The parties hereto agree that the performance of the Buyer’s obligations under the terms of this Application and all invoices and other obligations hereinafter received or incurred by Applicant is and shall be at Seller’s Offices in Ventura County, California. The undersigned represents and warrants that the above Agreement has been fully read and that Buyer understands the same.
7. **Packaging Obtained on Buyer’s Behalf.** Seller may obtain custom packaging material and related supplies (“Packaging”) on Buyer’s behalf in quantities sufficient for Buyer’s requirements. Buyer hereby agrees to pay Seller for all such Packaging. If Seller is in possession of such Packaging and 180 or more days have passed since Buyer last submitted an order to Seller, Seller shall invoice Buyer for the value of such Packaging. Seller may, upon written notice of not less than fifteen (15) business days to Buyer, require the removal of such Packaging. Such notice shall be given to Buyer’s last known place of business. If such Packaging is not removed before the end of the notice period, Seller may dispose of such Packaging and Seller shall incur no liability because of such disposition.

SIGNATURES

Signature		Signature	
Name and Title		Name and Title	
Date		Date	



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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 Quality Packaging & Supplies, Inc. of the item(s) I have listed in paragraph 5 below.
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...
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.

Purchaser: Phone:
By: Date:
Name/ Title: Address:
City, ST Zip