



**Bamberger Polymers**

**CREDIT APPLICATION**

**Fax:** (516) 622-3610 or  
**Mail:** Two Jericho Plaza  
Jericho, NY 11753  
Attn: Credit Dept.

Legal Name of Company	Trade Name
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Address \_\_\_\_\_

City	State	Country	Zip Code
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Type of Company:  Corporation     Partnership     Proprietorship     Sub-S Corp.     LLC

Parent company name & address \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

If not incorporated, list full name or names of owner or owners  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Line of business (manufacturer, distributor, etc.)	Years in business	Website
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Requested Credit Amount \$	DUN's Number	Ticker Symbol ( <i>public companies</i> )
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Financial Contact and title	Phone Number	Fax Number
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Purchasing Contact and title	Phone Number	E-mail address
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Trade References (*Three requested, plastic trade references preferable*) - Please give complete addresses

1 Name \_\_\_\_\_  
 Street \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Country \_\_\_\_\_ Zip \_\_\_\_\_  
 Phone number \_\_\_\_\_ Contact \_\_\_\_\_  
 Fax number \_\_\_\_\_ Account # \_\_\_\_\_

2 Name \_\_\_\_\_  
 Street \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Country \_\_\_\_\_ Zip \_\_\_\_\_  
 Phone number \_\_\_\_\_ Contact \_\_\_\_\_  
 Fax number \_\_\_\_\_ Account # \_\_\_\_\_



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**CREDIT APPLICATION  
(Cont'd)**

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Attn: Credit Dept.

Trade References (Cont'd)

3 Name \_\_\_\_\_

Street \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Country \_\_\_\_\_ Zip \_\_\_\_\_

Phone number \_\_\_\_\_ Contact \_\_\_\_\_

Fax number \_\_\_\_\_ Account # \_\_\_\_\_

Bank Reference:

Name \_\_\_\_\_

Street \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Country \_\_\_\_\_ Zip \_\_\_\_\_

Phone number \_\_\_\_\_ Acct. Officer \_\_\_\_\_

Fax number \_\_\_\_\_ Account # \_\_\_\_\_

Tax Status  Taxable  Exempt If exempt, please provide a tax Exemption Certificate  
(U.S. only)

**Please attach a copy of your most recent financial statement. Your statement will be kept in strict confidence.**

Terms & Conditions

- Applicant agrees that all transactions will be governed by Bamberger Polymers' Terms and Conditions of Sale.
- Applicant agrees to pay all amounts due by the due date stated on the Invoice.
- Bamberger Polymers may modify or terminate any credit availability granted to Applicant.
- Applicant authorizes Bamberger Polymers to communicate with and obtain information from the references provided herein.
- Applicant agrees to provide additional credit information reasonably requested by Bamberger Polymers from time to time.

Signature

I am authorized on behalf of the company listed on this application to apply for credit and to agree to the above terms and conditions. I certify that the information in this Application is accurate and correct as of the date of this Credit application and shall further inform Bamberger Polymers of any changes in the information disclosed in this Credit application.

Signed: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

## TERMS AND CONDITIONS OF SALE

1. **Force Majeure.** Buyer understands and acknowledges that Seller shall not be liable for any loss, damage, detention or delay or failure to perform in whole or in part resulting from causes beyond Seller's reasonable control, including, but not limited to, fires, strikes, insurrections, riots, embargoes, transportation difficulties, shortages of raw materials or governmental actions or laws. Quantities of product affected by force majeure shall be eliminated from this contract without liability.
2. **Payment Terms.** Unless otherwise specified by Seller, payment for all shipments hereunder will be made by Buyer against Seller's invoice within thirty (30) days from the date of invoice, terms net cash. Buyer will pay a finance charge of 1.5% per month or the maximum rate allowed by law, whichever is less, on any past due amounts. If at any time, in Seller's opinion, the financial responsibility of Buyer becomes impaired or unsatisfactory to Seller, or inadequate to meet the obligations hereunder, the terms of payment may, at Seller's option, be revised or withdrawn, and Seller may require cash or other satisfactory security before making further shipments to Buyer. In addition to any other legal remedy, if Buyer fails to fulfill the terms of payment or is in default with respect to any of the other terms and conditions hereunder, Seller may delay further delivery of goods hereunder or may, at its option, cancel all further deliveries of goods to Buyer. Buyer agrees to pay all costs, including reasonable attorneys' fees, incurred by Seller in the collection of any sum payable by Buyer to Seller. Buyer grants and Seller retains a security interest in all the merchandise sold and proceeds thereof until purchase price is paid in full. Buyer will, upon request of Seller effect any filing or give any notices which the Seller shall reasonably deem necessary to ensure a security interest in the goods hereunder.
3. **Taxes.** Any tax, duty or other governmental charge upon the sale and/or shipment of the goods herein specified now or hereafter imposed by federal, state, provincial or local authorities which Seller may be required to pay will be paid by Buyer to Seller in addition to the purchase price. If Buyer wishes the sale to be tax exempt, Buyer will provide Seller with exemption certificates in a form acceptable to the appropriate taxing authority.
4. **Delivery, Title, Risk of Loss.** All sales are F.O.B. Seller's shipping point, unless otherwise specified by Seller. Title and risk of loss with respect to the goods covered hereby will pass to Buyer, and Buyer will become the sole owner and take possession of the goods when same are loaded into trucks, cars or other conveyances at Seller's shipping point, unless otherwise specified by Seller. Unless Seller specifically agrees herein to pay all or some part thereof, Buyer will pay the freight or other delivery charges, inspection fees, if any, and all other charges levied or imposed on the goods after the loading is completed. If railcars are used for transportation of the goods, Buyer will unload and return such conveyances to the carrier within the tariff or contracted period free of demurrage and/or detention charges. Buyer will indemnify Seller from and against all losses, liabilities, damages and claims including, without limitation, demurrage and/or detention charges resulting from the use of said conveyances by Buyer, except to the extent caused by the sole negligence of Seller.
5. **Warranties and Limitations.** Seller warrants only that the Product will be free from defects which are brought to Seller's attention within 15 days after receipt of the goods and that the Products will conform to any written product specifications sent to the Buyer at the time of purchase. Except as aforesaid, THERE IS NO WARRANTY, REPRESENTATION OR CONDITION OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING NO WARRANTY OF MERCHANTABILITY OR FITNESS OF THE PRODUCT FOR ANY USE CONTEMPLATED BY BUYER) CONCERNING THE PRODUCT AND NONE SHALL BE IMPLIED BY LAW. SELLER SHALL NOT BE LIABLE, AND BUYER WAIVES ALL CLAIMS AGAINST SELLER, FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES BASED UPON NEGLIGENCE, BREACH OF WARRANTY, STRICT LIABILITY IN TORT OR ANY OTHER CAUSE OF ACTION RELATED TO OR ARISING OUT OF THE PERFORMANCE OR NONPERFORMANCE OF THIS CONTRACT. In no event shall either party be liable for special, consequential, incidental, indirect or punitive damage, loss or expense (including lost profits or lost savings) even if it has been advised of their possible existence. Any action by either party must be brought within two (2) years after the cause of action arose.
6. **Claims.** (a) Seller has provided to Buyer and Buyer hereby acknowledges receipt of Seller's Material Safety Data Sheet concerning the goods covered hereunder. The goods sold hereunder may be, or become, hazardous, whether singly or in combination with other goods or products. Buyer is responsible for the safe use, selection, handling, and disposal of the Products. Buyer will (i) familiarize itself with the Product, including, but not limited to any Product information Seller provides at any time, (ii) follow safe handling, use, selling, storage, transportation, and disposal procedures and instruct, inform and warn its employees, contractors, agents and customers of all of the hazards pertaining to, and proper procedures for safe use of, the goods, and (iii) take action to avoid spills or other dangers to persons, property or the environment. BUYER WILL INDEMNIFY, DEFEND AND HOLD SELLER HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITY OR EXPENSE (INCLUDING LEGAL FEES) ARISING DIRECTLY OR INDIRECTLY FROM BUYER'S FAILURE TO FOLLOW SUCH PRACTICES.  
(b) Buyer will test and inspect each shipment of Product within a reasonable time after receipt. If Buyer fails to notify Seller within 15 days after receipt of Product, and before any part of the Product has been consumed or utilized (except for reasonable test and inspection amounts), that the material is defective or short in any respect, Buyer will have waived any rights or claims against Seller and will be deemed to have accepted the Product. Seller's liability hereunder is exclusively limited to, at Seller's option, either the replacement of the defective Product or the granting to customer of credit in the amount of the portion of the purchase price paid for the defective Product. Such defective Product must be returned according to Seller's specific instructions.
7. **Entire Agreement.** Except as otherwise reflected in a contract regarding the subject matter hereof which has been signed by authorized representatives of Buyer and Seller, this document constitutes the sole, entire, and exclusive agreement between Buyer and Seller and supercedes all prior discussions, proposals, negotiations, representations and agreements. Seller objects to and will not be bound by any additional, different or inconsistent terms in Buyer's purchase order or other documents from Buyer, and shipment pursuant to a purchase order of Buyer that contains additional, different or inconsistent terms does not constitute acceptance of such terms. The terms of this sale may not be modified or rescinded, unless made in writing signed by an authorized representative of each party.
8. This Contract will be governed by New York law.

**UNIFORM SALES & USE TAX CERTIFICATE—MULTIJURISDICTION**

The below-listed states have indicated that this form of certificate is acceptable, subject to the notes on pages 2 - 4. The issuer and the recipient have the responsibility of determining the proper use of this certificate under applicable laws in each state, as these may change from time to time.

Issued to Seller: \_\_\_\_\_

Address: \_\_\_\_\_

I certify that: \_\_\_\_\_ is engaged as a registered

Name of Firm (Buyer): _____	Wholesaler _____
Address _____	Retailer _____
_____	Manufacturer _____
_____	Seller (California) _____
_____	Lessor (see notes on pages 2 - 4) _____
_____	Other (Specify) _____

and is registered with the below listed states and cities within which your firm would deliver purchases to us and that any such purchases are for wholesale, resale, ingredients or components of a new product or service<sup>1</sup> to be resold, leased, or rented in the normal course of business. We are in the business of wholesaling, retailing, manufacturing, leasing (renting) the following:

Description of Business: \_\_\_\_\_

General description of tangible property or taxable services to be purchased from the seller: \_\_\_\_\_

State	State Registration, Seller's Permit, or ID Number of Purchaser	State	State Registration, Seller's Permit, or ID Number of Purchaser
AL <sup>2</sup>	_____	MO <sup>13</sup>	_____
AR	_____	NE <sup>14</sup>	_____
AZ <sup>22</sup>	_____	NV	_____
CA <sup>3</sup>	_____	NJ	_____
CO <sup>1</sup>	_____	NM <sup>1,15</sup>	_____
CT <sup>4</sup>	_____	NC <sup>25</sup>	_____
DC <sup>5</sup>	_____	ND	_____
FL <sup>23</sup>	_____	OH <sup>26</sup>	_____
GA <sup>6</sup>	_____	OK <sup>16</sup>	_____
HI <sup>1,7</sup>	_____	PA <sup>27</sup>	_____
ID	_____	RI <sup>17</sup>	_____
IL <sup>1,8</sup>	_____	SC	_____
IA	_____	SD <sup>18</sup>	_____
KS	_____	TN	_____
KY <sup>24</sup>	_____	TX <sup>19</sup>	_____
ME <sup>9</sup>	_____	UT	_____
MD <sup>11</sup>	_____	VT	_____
MI <sup>12</sup>	_____	WA <sup>20</sup>	_____
MN	_____	WI <sup>21</sup>	_____

I further certify that if any property or service so purchased tax free is used or consumed by the firm as to make it subject to a Sales or Use Tax we will pay the tax due directly to the proper taxing authority when state law so provides or inform the seller for added tax billing. This certificate shall be a part of each order which we may hereafter give to you, unless otherwise specified, and shall be valid until canceled by us in writing or revoked by the city or state.

Under penalties of perjury, I swear or affirm that the information on this form is true and correct as to every material matter.

Authorized Signature: \_\_\_\_\_  
(Owner, Partner or Corporate Officer)

Title: \_\_\_\_\_

Date: \_\_\_\_\_