**Account Application**

**Company Information**

|  |  |
| --- | --- |
| Company:  | President/CEO:  |
| Address:  | Accounts Payable:  |
| City:  | State:  | AP Email:  |
| Zip:  | Purchaser:  | Purchaser’s Email:  |
| Phone #:  | Fax:  | D&B #:  | Years in Business:  |

**Business Type**

|  |  |  |
| --- | --- | --- |
| [ ]  Corporation | [ ]  LLC | [ ]  Sole Proprietor |

**Billing Information**

|  |  |
| --- | --- |
| Name:  | Contact Name:  |
| Billing Email:  | Billing Phone #:  |
| Address:  | City:  | State:  | Zip:  |

**Shipping Address**

|  |  |
| --- | --- |
| Name:  | Contact Name:  |
| Address:  | City:  | State:  | Zip:  |

**Additional Shipping Address**

|  |  |
| --- | --- |
| Name:  | Contact Name:  |
| Address:  | City:  | State:  | Zip:  |

**Bank Reference**

I hereby authorize the release of information on the below listed accounts:

|  |  |
| --- | --- |
| Signature:  | Print Name:  |
| Bank:  | Branch:  |
| Address:  | City:  | State:  | Zip:  |
| Phone #:  | Fax:  |
| Contact:  | Email:  |
| Account #:  | Account:  |

**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 [ vendor’s name ] of the item(s) I have listen in paragraph 5 below.

4.  I will resale 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:  | Title:  |
| Address of Purchaser:  |
| Telephone #:  | Date:  |

**COD Terms & Conditions of Sale**

**All COD or Credit Card purchases of goods and/or services from Southland Polymers Inc. ("SPI") and the Customer ("Buyer") listed below will be governed by the following Terms and Conditions of Sale.**

1. **Terms of Sale:** All merchandise and services purchased from SPI will be paid in full by the Buyer at the time of purchase either with a certified/cashier's check or using a valid Visa, Mastercard or Discover credit card. SPI reserves the right to decline any or all transactions.

2. **Order Handling Charge:** All orders will be subject to a 2% non-refundable Order Handling Charge (OHC) that will be automatically added to each invoice. Orders placed using a credit card will automatically be charged the handling fee on the card at the time of the sale. This handling charge cannot be refunded, even if the merchandise is returned for a refund or exchange.

3. **Return of Merchandise:** All returns must first obtain a Returned Material Authorization (RMA) number within 15 calendar days of receipt of goods from SPI. The Buyer is responsible for all shipping and transit charges to return the merchandise back to Southland Polymers. Merchandise that is damaged, altered, or used may not be returned and will not be eligible for a credit or refund. SPI reserves the right to charge a 20% restocking fee on all returned merchandise.

4. **Refunds:** Returned merchandise originally paid for via credit card will be issued a SPI credit memo - less any restocking fees and handling charges - once the merchandise has been received with an authorized RMA number and processed by SPI. Under no circumstances will refunds be made to a credit card. The 2% order handling charge is non-refundable.

5. **Force Majeure:** SPI shall not be liable for delay or failure to perform any of SPI's obligations by reason of circumstances beyond the control of SPI, including without limitation, accidents, acts of God, labor disputes, laws or regulations of any government or government agencies, fires, floods, delays or failures in delivery by carriers or suppliers, shortages of materials and any other cause beyond SPI's control.

6. **Shipping and Delivery:** All quotations for materials are FOB Santa Fe Springs, unless otherwise noted. Delivery, common carrier and fuel charges, if any, will be covered by the Buyer.

7. **Resale Status:** The Buyer represents and warrants to SPI that all merchandise purchased by the Buyer is intended for resale and that all sales of such products by SPI to Buyer are exempt from all sales taxes.

8. **Limitation of Liability:** SPI shall not be liable to either the Buyer or Buyer's customers in contract or in tort or under any other theory or cause of action for special, indirect, incidental or consequential damages such as, but not limited to, lost profits, or injury or damage caused to property or reasons of the application or use of any materials purchased from SPI.

9. **Limitation of Warranty:** No warranty, either expressed or implied, is given by SPI on the performance or suitability of any material purchased from SPI for any particular application or use. The Buyer will look solely to the warranties and remedies, if any, provided by the original material manufacturer.

10. **Entire Agreement:** These terms and Conditions of Sale constitute the entire agreement between SPI and the Buyer and supersedes all agreements, representations, or understandings, written or oral, explicit or implied. This agreement may not be modified or amended except in a writing signed by a company officer of each party. It is expressly agreed that the terms contained herein will supersede the terms of any of Buyer's purchase orders or other ordering documents.

**COD Terms & Conditions of Sale (Credit Card Authorization)**

Please fill out the following credit card details

|  |  |
| --- | --- |
| Company Name:  | Expiration Date:  |
| Cardholder Name:  | CVV2 #:  |
| Credit Card #:  |
| Credit Card Type: | [ ]  Visa | [ ]  Mastercard | [ ]  Discover |

Credit Card Billing Address

|  |
| --- |
| Street:  |
| City/State:  | Zip Code:  |
| Phone Number:  |

Merchandise Ship To Address

|  |
| --- |
| Street:  |
| City/State:  | Zip Code:  |
| Phone Number:  |
| I certify that the above information is correct and that I am an authorized account holder for the credit card listed above and that I have the authority to make purchases on this card. By signing, I also certify that I have read Southland Polymers’ Credit Card Agreement and Terms and Conditions of Sale and agree to abide by the agreement in its entirety. |

|  |  |
| --- | --- |
| Company Name:  | Date:  |
| Authorized Signature: | Print Name & Title:  |