**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 (Required)**

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: | | |

**Account Application – Trade References**

(only required if requesting terms)

**References – Material Suppliers Only**

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

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

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

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

**Terms of Conditions of Sale**

**All purchases of goods and/or services from Southland Polymers Inc. ("SPI") and the Customer (Buyer) will be governed by the following Terms and Conditions of Sale.** **All purchase orders must include a PO#, ship to address, payment & shipping terms, and proper material identification.**

1. **Terms of Sale:** All merchandise and services purchased from SPI will be paid within terms as invoiced, unless otherwise agreed upon in advance in writing. Buyer will be assessed a $25 service charge for all checks returned for insufficient funds. In the event the Buyer is turned over to an attorney, court or other agency for collection, Buyer shall pay reasonable fees, collection cost and/or court costs incurred.

2. **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 will be responsible for all shipping and transit charges to return the merchandise back to Southland Polymers, unless the merchandise is proven to be out of specification. Merchandise that is damaged by Buyer, altered by Buyer, or used by Buyer 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, unless the materials are proven to be defective and an RMA number is obtained within 15 calendar days of receipt of goods from SPI.

3. **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.

4. **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, unless otherwise noted.

5. **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.

6. **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.

7. **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.

8. **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 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.

**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: |