

Commercial Credit Application

(Form 1005 B 1 of 2) Please Complete All Fields

POLYMERSHAPES LLC/
INSULGARD™ SECURITY PRODUCTS

Credit Applicant's Company Name (Full Legal Name)			Doing Business As		
Billing/PO Box Address			Shipping Address		
City	State	Zip	City	State	Zip
Phone	Ext.	Fax	AP Contact Name	AP E-mail Address	
Parent Company (If Applicable)			Will you have purchases that are tax exempt? Y N	If YES, tax certificate must be returned with application.	
Division of	Subsidiary of		County	In City Limits? Y N	
Check One: __ Sole Proprietorship __ Corporation/LLC __ Partnership __ Government __ Other			DUNS Number		
Date Business Started		Type of Business		Number of Employees	
Monthly Credit Line Requested \$ (Note: We may require financial statements and other related information.)					
Has this business or any of its principals ever filed for bankruptcy? Y N If YES, when? Chapter?			Is the business or any principal involved in any material lawsuits or have any outstanding judgments or material liens? Y N		
Has this business or any owner, principal, officer, director or manager ever been convicted of a felony or been involved in drug trafficking or money laundering? Y N If yes, please explain:					

**THE INFORMATION REQUESTED ABOVE IS REQUIRED TO COMPLETE THE
POLYMERSHAPES CREDIT APPLICATION PROCESS**

BANK REFERENCE (for your convenience, you may attach this information)

Name	City	State	Phone	Contact Email or Fax

COMMERCIAL TRADE REFERENCES (for your convenience, you may attach this information)

Name	City	State	Phone	Contact Email or Fax

Polymershapes LLC's Terms and Conditions of Sale shall be applicable to all sales irrespective of receipt of contrary terms, unless expressly agreed to in writing by a duly authorized representative of Polymershapes LLC. or Insulgard Security Products. A copy of the Terms and Conditions of Sale are located on the next page of this application.

Submitted By _____ Commercial Approval _____ Credit Approval _____

THE REVERSE SIDE OF THIS DOCUMENT MUST BE SIGNED

TERMS AND CONDITIONS OF SALE

1. "Seller" shall mean Polymershapes LLC and dba Insulgard Security Products ("Insulgard"). Acceptance of any order is subject to credit approval by Seller, acceptance of the order by Seller and, when applicable, Seller's Vendor (i.e. manufacturers, vendors, or other third parties that provide goods to Seller for resale to Buyer).

2. **TERMS AND CONDITIONS OF SALES.** If Buyer does not have a sales agreement signed by both Buyer and Seller, then these Terms and Conditions of Sale ("Ts&Cs") are the complete contract and shall be governed by the substantive law of the state of New York, without giving effect to its conflicts of laws principles. The United Nations Convention on the International Sale of Goods will not apply. Even if Buyer sends Seller another form of agreement, or modifications to this agreement, and Seller does not affirmatively accept such other forms or modifications in a writing signed by Seller, these terms will be the terms of Seller's agreement. Any modifications to this agreement must be in writing and signed by Seller. BY REQUESTING A QUOTE FROM SELLER OR PRESENTING AN ORDER TO SELLER AND ABSENT A SIGNED SALES AGREEMENT, BUYER CONFIRMS THAT THESE Ts&Cs SHALL GOVERN ALL PURCHASES OF GOODS OR SERVICES ("PRODUCTS") BY BUYER FROM SELLER, AND NO CHANGES OR ADDITIONAL OR DIFFERENT TERMS (CONTAINED IN A PURCHASE ORDER ACCEPTED BY SELLER, OR OTHERWISE) WILL CHANGE THESE Ts&Cs UNLESS ACKNOWLEDGED IN WRITING AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF SELLER. NO SELLER EMPLOYEE OR AGENT HAS THE AUTHORITY TO MODIFY THESE Ts&Cs VERBALLY. SELLER OBJECTS TO AND REJECTS ANY TERMS BETWEEN BUYER AND ANY OTHER PARTY, AND NO SUCH TERMS, INCLUDING BUT NOT LIMITED TO ANY GOVERNMENT REGULATIONS OR "FLOWDOWN" TERMS, SHALL BE A PART OF OR INCORPORATED INTO ANY ORDER FROM BUYER TO SELLER, UNLESS AGREED TO IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF SELLER.

3. **PRICE AND PAYMENT.** Buyer agrees to pay the prices quoted by Seller, and is responsible for additional applicable shipping and handling charges, taxes and duties. Seller shall collect applicable taxes unless Buyer submits a valid tax exemption certificate, and indicates which Products are covered by it. Payment will be due in U.S. Dollars within thirty (30) days of the invoice date. Payment is not contingent on Buyer's ability to collect or obtain funds from any other party. Credit card sales are billed at the time of purchase. Buyer expressly represents it is solvent at the time it places any purchase order with Seller. Buyer agrees to pay a charge on all amounts past due at the rate of 1 ½% per month (18% per year) or the maximum lawful rate, whichever is less. In the event of non-payment, Buyer agrees to pay Seller's costs of collection, including reasonable attorney fees and court costs, if any, incurred by Seller, and all applicable interest charges.

4. **DELIVERY.** Any delivery dates Seller quotes are estimates. Seller cannot guarantee delivery on a specific date. As to Products delivered by Seller's truck, title passes upon delivery at the place Buyer receives possession; and, thereafter, all risk of loss or damage shall be on Buyer. For all other sales, Buyer takes title and assumes responsibility for risk of loss or damage at Seller's point of shipment for such sales. Claims for Products damaged in transit are Buyer's sole responsibility when not delivered by Seller's truck. Title and risk of loss to products shipped from the United States to locations outside of the United States will occur immediately after such products first leave United States territory (including its territorial waters and airspace, as applicable). Title for material installed by Insulgard shall pass upon completion of such services by Insulgard, as determined by Insulgard.

5. **WARRANTIES AND CLAIMS.** (a) **SELLER'S WARRANTIES (EXCLUDING INSULGARD INSTALLATION SERVICES):** Seller warrants that all Products sold are new and, upon payment in full by Buyer of the Products, free and clear of any security interests or liens. Services performed will be in accordance with generally acceptable industry standards. Fabricated parts will meet the physical dimensions agreed upon in writing. If any Products fail to conform to the warranty specified in the preceding two sentences, Seller may, at Seller's option, either replace the Products or refund the purchase price. This is Buyer's exclusive remedy and Seller's sole liability for breach of warranty. Buyer should not return Products until Seller agrees that Buyer may do so. Seller is a distributor and not a manufacturer and makes no independent warranties other than those set forth herein.

(b) **WARRANTY FOR INSULGARD INSTALLATION SERVICES:** Insulgard warrants installation services for twelve (12) months from the date of installation. Buyer will inspect all installation work performed by Insulgard within three (3) business days from the date of installation. Installation services will be performed in accordance with generally acceptable industry standards and to the specifications agreed to in writing by Insulgard. If any installation services are determined not to conform to the standard set forth in the preceding sentence, then Insulgard shall, at its option, either re-install the material or refund the cost of such installation services. This is Buyer's exclusive remedy and Seller's sole liability for breach of warranty related to Insulgard installation services.

(c) **VENDOR'S WARRANTIES:** Seller shall assign to Buyer any vendor/manufacturer warranties and/or remedies provided to Seller by its vendor, to the extent permitted by Seller's vendors/manufacturers. **BUYER UNDERSTANDS THAT FABRICATION SERVICES PERFORMED BY SELLER MAY VOID VENDOR/MANUFACTURER WARRANTIES.**

(d) **INTELLECTUAL PROPERTY INFRINGEMENT:** Any suggestions Seller makes about possible articles, designs or uses of products do not give Buyer a license under any patent covering such articles, designs or uses, nor are they a recommendation for use of such products, articles or designs which may infringe any patent. SELLER DISCLAIMS ANY AND ALL WARRANTIES AND/OR INDEMNIFICATIONS AGAINST INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS OF ANY NATURE. SELLER SHALL, IF GIVEN PROMPT NOTICE BY BUYER OF ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT WITH RESPECT TO ANY PRODUCTS SOLD HEREUNDER, REQUEST THE MANUFACTURER TO GRANT FOR THE BUYER SUCH WARRANTY OR INDEMNITY RIGHTS AS THE MANUFACTURER MAY CUSTOMARILY GIVE WITH RESPECT TO SUCH PRODUCTS.

(e) **LIMITATIONS: SELLER DISCLAIMS ANY LIABILITY FOR CLAIMS ARISING OUT OF PRODUCT MISUSE, IMPROPER PRODUCT SELECTION, IMPROPER INSTALLATION (EXCEPT AS SET FORTH IN 5(b)), OR PRODUCT MODIFICATION, MISREPAIR OR MISAPPLICATION. THERE ARE NO OTHER WARRANTIES WRITTEN OR ORAL, EXPRESS, IMPLIED OR BY STATUTE. NO IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLIES. NO OTHER COSTS ARE ASSUMED BY SELLER UNLESS AGREED TO, IN ADVANCE, IN WRITING.**

(f) **CLAIMS:** Claims for any nonconforming Products must be made by Buyer, in writing, within ten (10) days of Buyer's receipt of such Products and must state with particularity all material facts concerning the claim then known to Buyer. Failure by Buyer to give notice within such ten (10) day period shall constitute an unqualified acceptance of such Products by Buyer, and a waiver of any right to reject or revoke acceptance of such Products.

6. **LIMITATION OF CLAIMS.** Seller will not be responsible for any harm arising out of Buyer's purchase, possession or use of any products supplied by Seller or any technical advice Seller may offer, except as agreed in the Limited Warranty set out above. **UNLESS APPLICABLE LAW OTHERWISE REQUIRES,**

SELLER'S TOTAL LIABILITY TO BUYER OR TO ANY OTHER PERSON, RELATING TO ANY PURCHASES GOVERNED BY THESE Ts&Cs, FROM THE USE OF THE PRODUCTS FURNISHED OR FROM ANY ADVICE, INFORMATION OR ASSISTANCE PROVIDED BY SELLER (BY ANY METHOD, INCLUDING A WEB SITE), IS LIMITED TO THE PRICE OF THE PRODUCTS GIVING RISE TO THE CLAIM. SELLER WILL NOT BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INCIDENTAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, COST OF ANY SUBSTITUTE FOR THE PRODUCTS BUYER BOUGHT, CLAIMS OF THIRD PARTIES OR INJURY TO PERSONS OR PROPERTY.

7. **CUSTOM PRODUCTS.** If Buyer orders non-stock products from Seller or products made by Seller or Seller's vendor to Buyer's specifications or design ("Custom Products"), Seller is not responsible for verifying or confirming the accuracy of specifications provided to Seller for such Custom Products. All Custom Products are sold on a "FINAL SALE" basis only, and no cancellations, returns, refunds or credits are allowed.

8. **TECHNICAL ADVICE AND OTHER SERVICES.** Buyer is responsible for the design, processing, testing and labeling of any product that Buyer makes using Products Buyer buys from Seller, and Buyer will not rely on anything on Seller's web site or any statement by Seller about the suitability of Products Seller provides. Product cross-reference comparisons do not imply that Products are perfectly comparable. **COMPARED PRODUCTS ARE NOT REPRESENTED OR WARRANTED AS FUNCTIONAL OR PERFORMANCE EQUIVALENTS.** Buyer shall review all Products prior to purchase and use to determine suitability for customer's intended use. By purchasing Products, Buyer represents and warrants that it has tested and investigated Products sold by Seller enough to form an independent judgment concerning their suitability for the use intended by Buyer and will not make any claim against Seller based on Seller's advice, statements, information, services or recommendations. Jurisdictions have varying laws, codes and regulations governing construction, installation, and/or use of products for a particular purpose. It is Buyer's responsibility to review all applicable laws, codes and regulations for each relevant jurisdiction to be sure that the construction, installation, and/or use involving the Products are compliant.

9. **INTELLECTUAL PROPERTY.** (a) Buyer, by placing an order with Seller for fabrication services, warrants and represents that: (i) it is the rightful owner of any intellectual property which it has communicated, or will communicate, to Seller for use in the performance of such fabrication services and that it has the right to permit Seller to use any such item of intellectual property; and (ii) it has the right to provide such parts and related intellectual property (included but not limited to drawings, prints, or samples) to Seller for fabrication or replication. Buyer hereby agrees to release, indemnify, and hold harmless Seller, its affiliated companies and their respective shareholders, directors, officers, employees and representatives against, and hold each such indemnified party harmless from, any liability, loss, cost, damage or expense (including, without limitation, reasonable fees and expenses of attorneys and experts and other costs of defense) resulting from, or arising out of, any claim that Seller's receipt or use of any such item of intellectual property constitutes an infringement of any third party's rights or is otherwise in any way unlawful. (b) Buyer shall have no right, title, or interest in the trade names, trademarks, trade dress, copyrights, patents, domain names, product names, catalogs or any other intellectual property rights reserved by Seller, or any trademarks or service marks owned by vendors of Seller. Buyer shall have no right to copy or use any of the intellectual property of Seller or its suppliers without Seller's written permission.

10. **EVENTS BEYOND SELLER'S CONTROL.** Seller will not be responsible if events beyond Seller's control occur which make it impossible or commercially unreasonable for Seller to perform, including so-called "Acts of God" or "force majeure" events, vendor delays, and raw material shortages. Should shipments be held or stored beyond the delivery date for convenience of Buyer, Seller may, at its option, assess reasonable charges for any expense incident to such delay.

11. **EXPORTS.** Buyer is responsible for compliance with all United States export control rules and regulations. Buyer shall not name Seller as shipper or exporter of record in connection with the export of any Products purchased from Seller. Buyer shall ensure that Products Buyer receives from Seller are exported by Buyer only in compliance with applicable laws, including U.S. export control laws. Buyer certifies that it will not use, or knowingly support the use by others of, such products, technology or software in the design, development, production or use of nuclear, chemical or biological weapons, land mines or ballistic missiles.

12. **ELECTRONIC COMMERCE.** Buyer may not share any password, access code or similar credential which may be issued to it by Seller, and Seller reserves the right to suspend or revoke any such credential. Buyer is solely responsible for ensuring the security and integrity of its ordering process. Any information provided by Seller via any Internet site or electronic communication (i) is subject to correction or change without notice, and (ii) is provided for the sole use of Buyer for purposes of facilitating individual transactions involving the purchase and sale of Seller's products. Buyer agrees that it shall not rely upon any such information for any purpose other than making individual purchases and will not seek to assert such information against Seller for any other purpose. Seller may issue electronic invoices for any purchases of products made using the Internet, e-mail or any other computer-based electronic communications method, and agrees to honor such invoice as if it had been delivered in writing.

13. **TERMINATION; SUSPENSION.** Seller may terminate this agreement or adjust Buyer's payment terms effective immediately upon written notice to Buyer in the event (a) Buyer fails to pay any Seller invoice, within the time provided in this agreement on two or more occasions, (b) Buyer generally fails to pay its debts as they become due, (c) Seller reasonably believes Buyer's creditworthiness has deteriorated or Buyer is insolvent (whether based on the reasonable belief by Seller that Buyer's liabilities exceed its assets; the existence of a bankruptcy, assignment for the benefit of creditors or other similar proceeding involving Buyer; a liquidation of a significant portion of the assets of Buyer; or otherwise) and (d) of a sale of a majority of the assets, or a change of control of the ownership, of Buyer. If Buyer is in default hereunder, including by failure to pay invoices, Seller may suspend shipments of Product, require cash in advance of deliveries and/or reduce payment terms until all invoices are current and Seller receives adequate assurance of future performance.

14. **GENERAL.** Cancellation of any order, or return of any conforming Product purchased hereunder, will be subject to acceptance by Seller and to a restocking charge in accordance with Seller's policy then in effect. Neither course of performance or dealing, nor usage of trade, nor prior writings or agreements shall be used to qualify, explain or supplement any of these terms and conditions. Failure by either party, at any time or from time to time, to require the performance by the other of any term hereof shall not constitute a waiver of such term or provision. The invalidity, in whole or in part, of any term herein, shall not affect any other term, each of which shall be enforced to the full extent permitted by law. Buyer may not assign or transfer any rights or obligations governed by these terms without the prior written consent of Seller. Notice shall be deemed properly given if sent by email, facsimile, overnight courier mail, hand-delivered, or registered mail with return receipt. Seller shall be entitled to reference Buyer as a customer of Seller and utilize photographs of Buyer's applications utilizing Seller's products in Seller's marketing materials.

THIS APPLICATION MUST BE SIGNED BY AN OFFICER, OWNER OR DULY AUTHORIZED REPRESENTATIVE

Company Name _____ I certify that the above information is true and correct and that we can and will comply with the above terms. I authorize information pertaining to our credit and financial position to be released to Polymershapes LLC and/or Insulgard Security Products.

X

Authorized Signature

Please Print Name and Title

Date

The undersigned Guarantor in order to induce Polymershapes LLC to extend credit under this Application does hereby unconditionally personally guarantee all sums that may be owed by the applicant to Polymershapes LLC, whether said indebtedness is due now or hereafter incurred. This guaranty is continuing, and shall continue to apply to all indebtedness which applicant may hereafter incur, renew, or extend in whole or in part with Polymershapes LLC, all without notice to the undersigned Guarantor. Polymershapes LLC Products may jointly or independently modify the terms of credit extended, modify the indebtedness, accept or release collateral, or release the credit applicant without releasing the undersigned Guarantor. The liability of the Guarantor shall be primary and shall not be affected by the bankruptcy of the credit applicant. **THE UNDERSIGNED WAIVED NOTICE OF ACCEPTANCE OF THIS GUARANTY.**

Signature (Personally and as an Individual)

Print Name

Driver License Number

Date