

A DEPENDABLE SOURCE OF BAG SUPPLIES

Central Bag Company

Corporate Location:
4901 S. 4th Street
Leavenworth KS 66048
Phone: 913-250-0325
Fax: 913-727-1760

www.centralbagcompany.com

Minnesota Location:
43487 Business Hwy 2
East Grand Forks, MN 56721
Phone: 218-773-1189
Fax: 218-773-8929

Name _____
Street Address _____
City, State, & Zip _____
Telephone # _____
How long in business _____
Amount of credit requested \$ _____
Federal ID# _____

Bill to (if different):

Name _____
Mailing _____
Fax # _____
Building: Owned _____ Leased _____
Financial statements: Attached _____ Mailed _____
Sales Tax ID# _____

Please forward Tax exemption certificate, if applicable.

Type (Check one)

____ Proprietorship ____ Partnership ____ Corporation

PRINCIPAL OWNERS – PARTNERS – OFFICERS

Full Legal Name	Position	Home Address	S.S./FED ID #	Telephone

Purchasing Agent: _____ Phone Number: _____

Email Address: _____

Accounts Payable: _____ Phone Number: _____

Email Address: _____

Website: _____

Where to email invoices to: _____

Agreement: Applicant agrees that extension of credit by Seller shall be subject to and in consideration of the following terms and conditions:

1. Payment of all amounts due, as evidenced by the account, shall be made not later than the due date as indicated on each invoice under the heading "terms." Exceptions will be indicated on the invoice.
2. Amounts in default under the terms as indicated in item one above will be subject to a late payment charge (1.5% per month, sale is made). The late payment charge will begin accruing on the first day the balance is in default. However, no such charge shall be imposed when doing so would violate applicable law.
3. Should it be necessary to assign the account balance to a licensed collection agency, or attorney for legal action, all subsequent collection charges and legal fees shall be paid by the applicant.
4. Applicant hereby authorizes Seller, its successors and assigns, by its designated attorney, to waive the issuance of service of process and confess judgment against it for the entire unpaid balance of applicant's account, together with all costs applicable to such action.
5. Applicant understands that Seller will make their usual investigation and authorizes applicant's bank to release information as desired by Seller.
6. The undersigned agrees that all credit extended shall be deemed subject to the terms herein agreed to.
7. All payments payable to Central Bag Company, Leavenworth, Kansas and this agreement shall be covered by law of the State of Kansas.

Witness _____

Signed by _____

Tax Exemption Attached Yes/No

Title _____

Date _____

Trade References

1. Company Name: _____
Address: _____
City & State: _____
Contact: _____ Title: _____
Phone: _____ Fax: _____
Email: _____

2. Company Name: _____
Address: _____
City & State: _____
Contact: _____ Title: _____
Phone: _____ Fax: _____
Email: _____

3. Company Name: _____
Address: _____
City & State: _____
Contact: _____ Title: _____
Phone: _____ Fax: _____
Email: _____

4. Company Name: _____
Address: _____
City & State: _____
Contact: _____ Title: _____
Phone: _____ Fax: _____
Email: _____

List other information relevant to your application for credit below:

PLEASE NOTE: Credit applications will not be processed until the agreement is signed (first page), the W9 given, and tax exemption is submitted, if applicable. If tax exemption is not provided, sales tax may be charged.

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AUTHORIZATION TO OBTAIN BANK CREDIT INFORMATION

Bank Contact: _____
Bank Name: _____
Bank Fax: _____
Bank Email: _____

From: _____
Date: _____
Pages: 1

Our mutual customer _____ has applied for an account and your company has been given as a bank reference. We would like to accommodate this company and respectfully request that you complete the brief credit history and fax it back to my attention. The information supplied is for our own internal use to determine credit worthiness of our mutual customer and will be kept in strict confidence and not shared with any outside person/company. Your prompt reply is greatly appreciated, thank you for your assistance.

I _____ in the position of _____ at _____
(Name of principle owner/bank authorized individual) (Your Title) (Name of your Company)

Authorizes the above listed bank to release information requested below to the Seller.

(Signature of principle owner/bank authorized individual) Date

Customers account# _____

Account Opened: _____

Average balance for the past three months: _____

Amount of any revolving credit line: _____

Amount of any revolving credit outstanding: _____

General comments about the credit worthiness of our mutual customer:

Signature of Bank officer supplying this information: _____

SALES ORDER TERMS AND CONDITIONS IMPORTANT – READ CAREFULLY

1. **GENERAL:** These terms and conditions shall be deemed to be an integral part of the agreement ("Agreement") arising from the acceptance by Seller of any purchase order of Buyer for product ("Product") or services ("Services") described in the Seller's quotation, acknowledgement and/or invoice and shall conclusively be deemed (i) to constitute the entire agreement between Seller and Buyer with respect to the subject matter hereof, and (ii) to supersede all prior or concurrent agreements, arrangements, understandings or other discussions, written, or oral, between Buyer and Seller with respect thereto, notwithstanding (i) that Buyer does not accept or ratify in writing these terms and conditions, (ii) any prior course of dealing between Buyer and Seller to the contrary, and (iii) any terms and conditions of purchase set out in any purchase order or other communication from Buyer to Seller, and whether these terms and conditions were received by Buyer before or after any communication to Seller containing Buyer's terms and conditions of purchase.

2. **PRICES:** Unless otherwise agreed in writing by Seller, prices for Product or Services shall be increased by any increase in material and labor costs from the date on which the price was quoted by Seller to Buyer to the date of shipment. All taxes, fees, levies, assessments or other charges imposed by any local, provincial or federal government or other relevant authority upon the production, sale, use, import, export, ownership, provision or shipment of Product or Services shall be for the account of Buyer.

3. **TITLE:** Title to Product or Services shall remain in Seller until paid for in full by Buyer. If Buyer fails to pay any amount due under the Agreement (whether by acceleration or otherwise) or otherwise fails to perform any obligation of Buyer hereunder, Buyer shall be deemed to be in default and Seller shall have all the rights and remedies available to it under applicable law.

4. **RISK OF LOSS, INDEMNITY, CLAIMS:** Buyer shall bear all risks of loss of or damage to Product from the time Product is delivered in good order into the custody of a carrier for transportation. Buyer is urged to examine all deliveries carefully immediately upon delivery and before signing the receipt. If any Product is visibly damaged or if there are any shortages of Product delivered, Buyer must have written confirmation of the damage or shortages noted on the freight bill or other receipt by the agent of the carrier. Signing a receipt without notation of damage to, or shortage of, Product shall constitute conclusive evidence of receipt of Product in satisfactory condition and in the quantities specified in the freight bill or other receipt. Any claim of damage in transit or for shortages should be made promptly by Buyer against the carrier. If any Product is lost, disappears or is damaged or destroyed, in whole or in part, for any reason while in the possession of Buyer or any carrier, and before payment in full therefore, and Seller suffers any loss by virtue thereof, Buyer shall indemnify and save harmless Seller from such loss. If any such loss is covered by insurance to which Buyer is a beneficiary and/or by recourse by Buyer against any other party, then any such claim and any proceeds payable with respect thereto shall automatically vest in Seller.

5. **DELIVERY:** Seller may make partial deliveries and submit invoices there for. Buyer shall make an examination and test of any Product delivered or shall review and use any Services provided immediately upon receipt at Buyer's plant and failure of Buyer to give written notice of any claim to Seller within ten days after the receipt of such Product or provision of such Service shall be deemed to constitute an unqualified acceptance thereof. Subject to Section 8, Seller will make reasonable commercial efforts to meet delivery dates quoted or acknowledged. However, Seller will not be liable for any failure to meet such dates.

6. **OVERRUNS AND UNDERRUNS:** Unless otherwise provided on Seller's invoice, overruns or underruns of up to ten per cent of the total amount of Product purchased under the Agreement shall conclusively be deemed to constitute fulfillment of the Agreement.

7. **WARRANTIES, LIMITATIONS AND EXCLUSIONS OF LIABILITY:** A. Seller warrants good and marketable title to Product and that Product or Services is or are as described on Seller's Invoice and, unless otherwise provided on Seller's Invoice, Product and Services shall conform to the specifications of Seller. B. If Product or Services is or are not as described on Seller's Invoice or Product or Services does or do not conform to the applicable specifications, Seller, at its option, will either replace Product or provide replacement Services for the nonconforming Services or refund the purchase price of Product or Services if Buyer gives written notice describing the alleged nonconformity, errors or deficiencies with reasonable particularity within ten days after receipt of Product or Services. In addition, in the case of Product, Seller, at its option, may either inspect the allegedly nonconforming Product at Buyer's premises or require Buyer, at Seller's expense, to properly pack and ship such allegedly nonconforming Product to Seller at the address specified on Seller's Invoice or, at the option of Seller, to such other address as may be specified by Seller. Any course of dealing between the parties to the contrary notwithstanding, any claim by Buyer shall be deemed waived and absolutely barred unless presented in such manner to Seller within such ten day period. No such giving of notice by Buyer shall entitle Buyer to withhold payment due or to refuse to accept further deliveries. C. THE WARRANTIES EXPRESSLY SET OUT IN SECTION 7A ARE IN LIEU OF, AND THERE IS HEREBY EXCLUDED, ANY AND ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY QUALITY OR FITNESS FOR ANY PARTICULAR PURPOSE. NO OTHER WARRANTIES OR REPRESENTATIONS ARE MADE BY SELLER. IN THE CASE OF PRODUCT, IF A SAMPLE WAS SHOWN OR PROVIDED, THAT SAMPLE WAS USED MERELY TO ILLUSTRATE THE GENERAL TYPE AND QUALITY OF PRODUCT AND NOT TO REPRESENT THAT PRODUCT WOULD NECESSARILY CONFORM TO SAMPLE. D. BUYER'S REMEDIES EXPRESSLY SET OUT IN SECTION 7B ARE BUYER'S SOLE AND EXCLUSIVE REMEDIES AND, EXCEPT AS AND TO THE EXTENT PROVIDED IN SECTION 7B, SELLER SHALL NOT BE LIABLE IN CONTRACT, TORT, DELICT OR OTHERWISE FOR ANY LOSS, DAMAGE OR EXPENSE OR FOR ANY INJURY TO PERSON OR PROPERTY OF BUYER OR OTHERS ARISING OUT OF THE POSSESSION OR THE USE OF OR THE INABILITY TO USE PRODUCT OR SERVICES OR IN ANY WAY WHATSOEVER RELATED TO PRODUCT OR SERVICES OR BY REASON OF ANY BREACH OF THE AGREEMENT (FUNDAMENTAL OR OTHERWISE) OR ANY FAILURE OR DELAY IN PERFORMANCE BY OR NEGLIGENCE OF SELLER, ITS EMPLOYEES, AGENTS OR OTHERWISE, EVEN IF SELLER OR ITS EMPLOYEES OR AGENTS WERE

ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGE, EXPENSE OR INJURY AND, IN PARTICULAR (BUT WITHOUT PREJUDICE TO THE GENERALITY OF THE FOREGOING), SELLER SHALL NOT BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT,

CONSEQUENTIAL OR PUNITIVE DAMAGES OR FOR ANY LOSS OF USE, LOSS OF PROFITS, LOSS OF BUSINESS REVENUE, FAILURE TO REALIZE EXPECTED SAVINGS OR FOR ANY LIABILITY TO A THIRD PARTY INCURRED BY BUYER OR FOR ANY OTHER COMMERCIAL OR ECONOMIC LOSS OF ANY KIND WHATSOEVER. E. SELLER SHALL NOT BE LIABLE FOR ANY INFRINGEMENT OR ALLEGED INFRINGEMENT OF ANY PATENT OR OTHER PROPRIETARY RIGHT WHETHER THROUGH THE USE OF SERVICES OR PRODUCT OR THE MATERIALS OR ARTICLES MADE THEREFROM BY BUYER OR OTHERS, EITHER ALONE OR IN CONJUNCTION WITH OTHER MATERIALS, OR OTHERWISE IN ANY WAY WHATSOEVER. F. Buyer assumes all risk and liability for loss, damage or expense, and for injury to person or property of Buyer or others, arising out of the possession or the use of, or the inability to use, Product or Services or in any way whatsoever related to Product or Services (including, without limitation, for damages of the nature referred to in Section 7D), and Buyer agrees to indemnify and save harmless Seller therefrom.

8. **FORCE MAJEURE:** Without limiting any other provision herein, Seller will not be liable for any delay (i) in shipment or failure to ship Product or for any damage suffered by reason thereof or (ii) in the provision of, or failure to provide, Services or for any damage suffered by reason thereof, whether such delay or failure, directly or indirectly, is due to accident (in manufacture or otherwise), fire, flood or other acts of God, labor stoppages or difficulties, inadequate transportation facilities, shortage of materials or supplies, delay or default on the part of its suppliers, government action or any other casualty or cause beyond the reasonable control of Seller, which Seller in its discretion declares to be force majeure resulting in such delay or failure. In such event, Seller, at its option, may cancel the Agreement or delay performance thereunder for any period reasonably necessary due to the foregoing, during which time the Agreement shall remain in full force and effect. Seller shall have the further right to then allocate its available resources, materials and products among its customers and for its use in such manner as Seller may consider fair and equitable.

9. **TERMINATION OPTION:** Seller shall have the option to terminate the Agreement forthwith upon written notice if Buyer's account with Seller is in arrears or if Buyer, except in circumstances contemplated in Section 5, does not accept delivery of any Product shipped or Services provided.

10. **INTEREST, ACCELERATION OF INDEBTNESS AND SETOFF:** Interest on all amounts due under the Agreement (whether by acceleration or otherwise) shall accrue from the due date at the lesser of 18% per annum (1-1/2% per month) and the highest rate of interest permitted by law until all amounts payable to Seller are paid in full. If Buyer is in arrears with respect to any other dealings or transactions with Seller, then, notwithstanding anything to the contrary, any indebtedness hereunder shall automatically become due and payable in full without any, notice from Seller to that effect. Seller shall have the right to set off against any amounts which may at any time be payable by its Buyer any amount due from Buyer to Seller under the Agreement.

11. **INSOLVENCY:** In the event that Buyer becomes insolvent or unable to pay its debts as they become due or in the event of voluntary or involuntary bankruptcy proceedings by or against Buyer or the appointment of a receiver or assignee of any of Buyer's property for the benefit of any one or more of Buyer's creditors, Seller may elect to cancel the Agreement and any unfulfilled obligations of Seller hereunder.

12. **RETURN OF PRODUCT:** No return of Product to Seller will be accepted, whether under warranty or otherwise, unless previously authorized in writing by Seller.

13. **PRODUCT IMPRINT:** Seller reserves the right to attach its imprint to all Product unless it receives written notice from Buyer to the contrary prior to production.

14. **WAIVER:** No claim or right arising out of a breach of the Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is in writing signed by the aggrieved party. Waiver by either Seller or Buyer of a breach of the other or any provision of the Agreement shall not be deemed a waiver of future compliance therewith, and such provision shall remain in full force and effect.

15. **MODIFICATION:** The Agreement may be modified only by written instrument signed by both Buyer and Seller.

16. **DISPUTES:** Any dispute arising out of, or in connection with, the Agreement shall be submitted to, and finally resolved by, arbitration in the State in which the office from which the other is invoiced is located and shall be conducted pursuant to the applicable arbitration legislation of that State and the rules thereunder.

17. **APPLICABLE LAW:** The Agreement shall be deemed to be made in, and to be governed by and construed in accordance with the laws of, Kansas and the courts of that State shall have exclusive jurisdiction in the event of any disputes hereunder. Buyer hereby adorns and submits to the jurisdiction of Kansas for the purposes of enforcement of rights and remedies arising under this agreement. The parties expressly exclude the application of the United Nations Convention on Contracts for the International Sale of Goods.

18. **SEVERABILITY OF PROVISIONS:** In case any one or more of these terms and conditions should be found to be invalid, illegal, or unenforceable in any respect, it or they shall be severed from the Agreement and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

19. **HEADINGS:** The use of headings herein is for convenience of reference only and does not affect the interpretation hereof.

20. **LANGUAGE:** The parties hereto acknowledge that they have expressly required that this document and all deeds, documents or notices relating thereto to be drafted in the English language.