



8000 Whitepine Road Richmond, Virginia 23237-2263  
 Tel: 804-271-7600 Fax: 804-743-0051

**APPLICATION FOR CREDIT**

Date	Anticipated Annual Purchases:	1 <sup>st</sup> Year	2 <sup>nd</sup> Year	Amount of Credit Desired	SAP Acct# (for office use)	Sales Rep
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**I would like my invoice delivered via:**  
 E-MAIL - \_\_\_\_\_  FAX - \_\_\_\_\_  US MAIL

**SOLD TO: ADDRESS ON THE PO or THE LOCATION FROM WHICH THE PO ORIGINATES**

Full Legal Business Name		Doing Business As		
Street Address		City	State	Zip
PO Box		City	State	Zip
Phone		Fax		
Authorized Buyer / Phone Number / Email Address				

**BUSINESS CREDIT INFORMATION**

Federal Tax ID Number	In Business Since	DUNS #	Annual Sales (if available)
Company Type <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Corporation <input type="checkbox"/> LLC		No. of Employees <input type="checkbox"/> One <input type="checkbox"/> 2 - 5 <input type="checkbox"/> 6 - 10 <input type="checkbox"/> 11 - 20 <input type="checkbox"/> 21 - 50 <input type="checkbox"/> 51 - 100 <input type="checkbox"/> 101 - 500 <input type="checkbox"/> Over 500	
Owner / President		Treasurer / Controller	
Website Address			

**BILL TO: ADDRESS TO WHICH INVOICES ARE MAILED (IF DIFFERENT FROM ABOVE)**

Business Name				
Street Address		City	State	Zip
PO Box		City	State	Zip
Phone		Fax		
Accounts Payable Contact Name / Phone Number / E-mail				



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**PAYER: COMPANY NAME & ADDRESS ON AP CHECKS (IF DIFFERENT FROM ABOVE)**

Business Name			
Street Address	City	State	Zip
PO Box	City	State	Zip
Phone	Fax		
Contact Name / Phone Number / E-mail			

**VENDOR REFERENCES-(Separate Form Acceptable)**

<u>Business Name</u>	Phone	Fax	
Address	City	State	Zip
Email Address			
<u>Business Name</u>	Phone	Fax	
Address	City	State	Zip
Email Address			
<u>Business Name</u>	Phone	Fax	
Address	City	State	Zip
Email Address			
<u>Business Name</u>	Phone	Fax	
Address	City	State	Zip
Email Address			

**BANK REFERENCE-(Separate Form Acceptable)**

Bank Name	Phone Number	Fax Number	
Address	City	State	Zip
Contact	Checking Account Number		

**SALES TAX**

Sales Tax Exempt?      **No**                      **Yes** (Must attach exemption form)

We collect sales tax for CA, GA, IN, MI, OH, VA & WI. All others should remit directly to the state themselves.



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**SIGNATURE REQUIRED**

I AGREE TO THE TERMS AND CONDITIONS AS STATED BELOW AND I AUTHORIZE THE ABOVE VENDORS AND BANK TO RELEASE INFORMATION ON MY ACCOUNT TO SEALEZE.

Authorized Signature (Signature Required) \_\_\_\_\_ Date \_\_\_\_\_

Please Print Name and Title \_\_\_\_\_

**TERMS AND CONDITIONS OF SALE**

All machinery, equipment, products, materials, parts, goods and services, etc. (referred to herein collectively as "Products"), manufactured or supplied by Sealeze – A Unit of Jason, Inc. ("Sealeze") and all Sealeze quotations and sales are conditioned on assent to the following standard terms and conditions of sale, which may not be varied or waived, except by express written agreement signed by a duly authorized officer of Sealeze.

**1. PAYMENT TERMS** are net cash 30 days from the date of invoice, subject to credit approval. Sealeze may decline to make delivery on Buyer's order, unless cash payment is received prior to shipment, whenever it has concerns as to Buyer's financial condition or ability to pay. If Buyer becomes insolvent or fails to fulfill the terms of payment under any of its outstanding orders and/or with respect to prior purchases, Sealeze may require advance cash payment to be made on any orders, cancel any orders from Buyer which are outstanding, or stop delivery of the goods whether in hands of Sealeze or a courier, all at Sealeze's option. A finance charge at the highest allowable rate per month will be charged on all past due invoices. Buyer agrees to pay all legal and collection fees incurred in collection of past due accounts.

**2. DELIVERY DATES** are approximate and are subject to prompt receipt of all necessary information from Buyer. Delivery shall be F.O.B. Sealeze's plant in Richmond, Virginia, unless otherwise specified in Sealeze's written quotation. Standard terms, conditions and freight allowances by carriers shall prevail on all deliveries. Materials in transit are the responsibility of Buyer and any claims regarding damaged materials are Buyer's responsibility. Sealeze will not accept any materials returned as "damaged in transit". If Buyer requests a delay in time of delivery, then Sealeze shall ascertain, and Buyer agrees to pay, all charges for packing, storing and insuring the Products for the period of such delay.

**3. RETURNS** are allowed only with the permission of Sealeze and will be subject to a 25% restocking charge. Claims for returns or shortages must be made within 30 days of receipt of Products.

**4. PRICES** are subject to change without notice. Sealeze reserves the right to correct typographical, clerical and other errors on invoices or quotations.

**5. SECURITY INTEREST:** Sealeze reserves a purchase money security interest in all goods shipped and proceeds therefrom (including insurance proceeds) to secure full payment of the purchase price and other proper charges. Sealeze reserves the right to require Buyer to execute a security agreement and Uniform Commercial Code financing statement in favor of Sealeze if any portion of the purchase price is not paid prior to shipment.

**6. TAXES:** Buyer agrees to pay any and all taxes however designated which may be levied or based on this agreement or the Products, including without limitation state and local privilege or excise taxes based on gross revenue except for taxes on Sealeze's net income.

**7. LIMITATION OF WARRANTY: THERE IS NO WARRANTY, EXPRESS OR IMPLIED, ON THE GOODS AND PRODUCTS COVERED BY THIS AGREEMENT AND ALL SUCH WARRANTIES INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY EXCLUDED. SEALEZE NEITHER ASSUMES OR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER OBLIGATION NOR LIABILITY IN CONNECTION WITH THE GOODS.**

**8. NONCANCELLATION:** Upon acceptance of the attached quotation, Buyer may not cancel or terminate for convenience, or directly suspend manufacturing except with Sealeze's written consent and then only upon terms that will compensate Sealeze for its engineering, fabrication, storage and purchasing charges and any other costs relating to such cancellation, termination or suspension, plus twenty percent (20%) of such costs.

**9. LIMITATION OF LIABILITY:** In no event shall Sealeze or its suppliers be liable, whether in contract, warranty, failure of a remedy to achieve its essential purpose, tort (including negligence), indemnity or otherwise, for damages or loss of either property or equipment, loss of use, revenue or profit, loss of capital or of substitute use of performance, or for any special, indirect, incidental, punitive, or consequential damages, or for other loss or cost of a similar type, or for claims by Buyer for damages of its customers. In no event shall Sealeze be held liable for any injury to any person or persons which may be attributable or alleged to be attributable to the use of any Products which may have been manufactured, constructed, treated, sold, supplied or distributed by Sealeze. Buyer agrees to indemnify and hold Sealeze harmless against any claims which may be raised against Sealeze by the ultimate users of any of the goods and Buyer hereby accepts and acknowledges responsibility for any loss or damage caused by the goods or any product into which the goods are incorporated.

**10. FORCE MAJEURE:** Sealeze shall not be responsible for failure to perform or any delay in performance due to fire, flood, riot, strikes, freight embargoes or transportation delays, shortages of labor, inability to secure fuel, materials, supplies or power at current prices or account of shortages thereof, acts of God or of the public enemy, any existing or future laws or acts of the Federal or of any State Government (including specifically but not limited to any orders, rules or regulations issued by any official or agency of any such government) affecting the conduct of Sealeze's business with which Sealeze in its sole judgment,



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deems advisable to comply, or to any cause beyond Sealeze's reasonable control.

**11. NO OTHER TERMS:** Sealeze objects to, and shall not be bound by, any terms or conditions on Buyer's memorandum, acknowledgment, invoice and/or purchase order which attempts to impose on Sealeze any terms or conditions at variance with or materially different from Sealeze's terms and conditions set forth herein.

**12. SEVERABILITY:** The invalidity or unenforceability of any provision herein shall not effect the validity or enforceability of any other provision.

**13. GOVERNING LAW; JURISDICTION AND VENUE:** The validity, performance and all matters relating to the interpretation and enforcement of an agreement between Sealeze and Buyer shall be governed by the laws of the Commonwealth of Virginia, exclusive of its conflicts of law provisions. By acceptance of the price quotation or invoice attached herein, Buyer consents to jurisdiction and venue in the Federal District Court for the Eastern District of Virginia (Richmond Division) and the Circuit Court of the County of Chesterfield, Virginia and agrees that such courts shall have exclusive jurisdiction and venue for any action or proceeding, whether legal or equitable, brought by the Buyer in connection with the Products.

REVISED – 10/2009