



CREDIT APPLICATION AND AGREEMENT

This Credit Application and Agreement (this “**Credit Agreement**”) is made by the undersigned (the “**Applicant**”) for the benefit of Roto Polymers for Applicant to procure and establish credit, from time to time, from Roto Polymers.

CREDIT APPLICATION

The Applicant represents and warrants to Roto Polymers that the following information is true and correct and is submitted to Roto Polymers for the purpose of obtaining credit and that Roto Polymers is relying on this information in considering the application (as to this portion of this Credit Agreement, this “**Credit Application**”).

APPLICANT INFORMATION

Legal Name:	
DBA (if applicable):	
Date Established:	Federal Identification #:
Type of Entity:	State of Formation:

Principal Place of Business			Billing Address		
Address:			Address:		
City:	State:	ZIP:	City:	State:	ZIP:
Phone #:	Fax #:		Phone #:	Fax #:	

Company’s Website:	Primary Email:
President’s Name:	Vice President’s Name:
Treasurer’s Name:	Secretary’s Name:

Parent Legal Name:	Type of Entity:
Address:	State of Formation:
City:	State: ZIP:
Phone #:	Fax #: Company Website:

Additional Ship-To Address:
Additional Ship-To Address:
Additional Ship-To Address:

BANK INFORMATION

Bank Name:	Account Type	Account #
Bank Address:	<input type="checkbox"/> Savings	
City:	<input type="checkbox"/> Checking	
Phone #:	<input type="checkbox"/> Other _____	

ACCOUNTS PAYABLE INFORMATION

Contact Name:	Title:
Phone #:	Fax #: Email:

BUSINESS INFORMATION

DNB #:		# of Employees:
Net Annual Sales (\$):		Cost of Sales (\$):
Accounts Receivable (\$):		Accounts Payable (\$):
Current Assets (\$):		Current Liabilities (\$):
Long-Term Assets (\$):		Long-Term Liabilities (\$):
Inventory (\$):	Inventory (lbs):	Line of Credit (aggregate \$):

BUSINESS/TRADE REFERENCES

Reference 1			Reference 2		
Company:			Company:		
Account #:			Account #:		
Address:			Address:		
City:	State:	ZIP:	City:	State:	ZIP:
Phone #:	Fax #:		Phone #:	Fax #:	
Contact Name, Title:			Contact Name, Title:		
Contact Email:			Contact Email:		
Reference 3			Reference 4		
Company:			Company:		
Account #:			Account #:		
Address:			Address:		
City:	State:	ZIP:	City:	State:	ZIP:
Phone #:	Fax #:		Phone #:	Fax #:	
Contact Name, Title:			Contact Name, Title:		
Contact Email:			Contact Email:		

In addition to the information above, as part of this Credit Application, Applicant represents and warrants to Roto Polymers:

- Applicant is (i) duly organized, validly existing, in good standing under the laws of the state formation, (ii) qualified or licensed to do business in all jurisdictions in which such qualification or licensing is required, (iii) duly authorized to submit and to enter into and perform this Credit Agreement, and (iv) neither the execution, delivery nor performance of this Credit Agreement will conflict with or result in any breach in or constitute a default under any formation or governance documents of Applicant or any agreement to which Applicant is bound.
- Neither this Credit Agreement nor any written statement (including, without limitation, financial statements) produced by Applicant in connection with the extension of credit by Roto Polymers to Applicant contain any untrue statement or omit a material fact necessary to make the information herein or therein not misleading.
- There exists no actual, pending or, to the best of Applicant's knowledge, threatened lawsuits, actions, investigations or proceedings against Applicant, in any court or before any governmental authority, arbitration board or other tribunal, that would have a material adverse effect on Applicant, Applicant's business, operations, prospects, profitability or condition, or the ability of Applicant to repay any obligations owed Roto Polymers.
- Applicant is not in default of any obligation for borrowed money or under any lease, contract, instrument or other obligation which, if violated, would have a material adverse effect on Applicant or its ability to repay any obligations owed Roto Polymers.
- Applicant is solvent, able to pay its debts as they mature and will not be rendered insolvent by the extension of any credit by Roto Polymers.
- The person signing on behalf of Applicant has the authority to execute and deliver this Credit Agreement on behalf of Applicant, including the authority to authorize Roto Polymers to contact credit agencies, financial institutions and trade

references to obtain and verify credit information relating to Applicant and to have such information released to Roto Polymers to evaluate Credit Application & subsequently for the purpose to update, renew or extend the Credit Agreement and for reviewing or collecting the account, with a photocopy, facsimile or PDF of this authorization being valid as an original.

TERMS AND CONDITIONS

In connection with Applicant’s request for the extension of credit by Roto Polymers for purposes of financing Applicant’s purchase of goods or services from Roto Polymers, Applicant acknowledges and agrees as follows:

1. The terms of this Credit Application shall be effective upon Applicant’s delivery of the Credit Application to Roto Polymers and shall apply and be effective upon each extension of credit by Roto Polymers to Applicant.
2. Roto Polymers is authorized to contact credit agencies, financial institutions and trade references to obtain and verify credit information relating to Applicant and to have such information released to Roto Polymers to evaluate this Credit Application and subsequently for the purpose to update, renew or extend the Credit Agreement and for reviewing or collecting the account, with a photocopy, facsimile or PDF of this authorization being valid as an original.
3. Roto Polymers has no obligation to extend credit to Applicant and may increase or decrease any credit limit provided to Applicant at the discretion of Roto Polymers, without written notice.
4. Any extension of credit by Roto Polymers must be in writing and signed on behalf of Roto Polymers.
5. Unless Applicant provides Roto Polymers with written notice of any change in the information and representations and warranties of Applicant set forth above, all such information and representations and warranties shall be deemed to have been reaffirmed by Applicant as true, correct and complete upon each extension of credit from Roto Polymers to Applicant.
6. Applicant will execute and deliver to Roto Polymers such reasonable and appropriate additional documents, instruments or agreements as may be necessary or appropriate to effectuate the purposes of this Credit Agreement or any extension of credit provided by Roto Polymers to Applicant.
7. Roto Polymers has the right to charge interest on all amounts not paid within 15 days of Applicant’s credit terms at 1½% per month (18% per annum) or, if less, the maximum rate allowed by applicable law. Applicant shall pay any costs or expenses incurred by Roto Polymers in connection with the collection or enforcement, or any attempts at collection or enforcement, of any debts, liabilities or obligations of Applicant, including reasonable attorneys’ fees, collection agency fees and court costs.
8. Should there be a conflict between the terms of this Credit Agreement and the terms of any purchase order, invoice, quote, confirmation or similar document (each, a “**Sales Document**”), the terms of this Credit Agreement shall prevail unless the Sales Document is signed by both parties and expressly states on the face of the Sales Document that Roto Polymers and Applicant intend to modify the terms of this Credit Agreement specifically and solely for that Sales Document.
9. No failure or delay of Roto Polymers in exercising any right, power or remedy will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise or the exercise of any other right, power or remedy.
10. All notices under this Credit Agreement shall be in writing, shall be deemed to have been duly given upon receipt by of the party if personally delivered or sent by e-mail, mailed by registered mail, postage prepaid or delivered by a nationally recognized overnight courier to the address (i) for Roto Polymers: Attn: Credit Manager, 26210 Emery Rd., Suite 202, Warrensville Heights, OH 44128, and (ii) for Applicant at the Accounts Payable address above, or such other address as may hereafter be furnished to a party in writing by the other party.
11. This Credit Agreement shall be governed by the laws of the State of Ohio and Applicant consents to the jurisdiction of the court of the State of Ohio for Cuyahoga County or any federal district court having jurisdiction therein for the determination of all disputes under this Credit Agreement or an extension of credit.

IN WITNESS WHEREOF, the duly authorized representative of Applicant has executed and entered into this Credit Application and Agreement as of the date below Applicant’s signature.

Applicant Name: _____ Signatory Name (please print): _____

By: _____ Title: _____

Date: _____