



APPLICATION & AGREEMENT FOR OPEN ACCOUNT

Business Name: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Billing Address: \_\_\_\_\_

Shipping Address: \_\_\_\_\_

Purchasing Manager: \_\_\_\_\_ P. O. # Required Y N

Accounts Payable Manager: \_\_\_\_\_

Phone Number to Accounts Payable: \_\_\_\_\_

Taxable: Y N If non-taxable, please furnish Sales Tax Exemption Form

Date and Jurisdiction of Incorporation or Registration/Filing: \_\_\_\_\_

Please list Principle Officer's Names and Titles:

\_\_\_\_\_  
\_\_\_\_\_

Please provide 3 trade references and 1 bank reference (Name, address & phone number)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Customer furnishes the information herein to ChemWorld with the understanding that ChemWorld will rely upon it in determining whether to extend credit to Customer. Customer agrees, in the event that ChemWorld does extend credit to Customer, to pay for all goods and services received in accordance with the terms of payment appearing on ChemWorld invoice to Customer and other terms and conditions appearing on the application.

I have read and agree to be bound by the TERMS AND CONDITIONS OF SALE shown on this application and understand that they shall apply to all orders given by ChemWorld .

\_\_\_\_\_  
Signature of Authorized Individual Signing  
Agreement on Customer's Behalf

\_\_\_\_\_  
Typed Name and Title of Person Signing This  
Agreement on Customer's Behalf

PLEASE FAX THIS COMPLETED, SIGN

FORM TO:

Fax: (877) 209-1556

MAIL SIGNED ORIGINAL TO:

ChemWorld  
885 Woodstock Rd, Suite 430-111  
Roswell, GA 30075



## CHEMWORLD TERMS AND CONDITIONS OF SALE

1. Prices in effect at time of shipment shall prevail. All prices quoted by Chemworld are subject to change without notice. It is the policy of Chemworld to provide 30 days notice of price changes whenever possible. Terms are Net 30 Days and a late payment charge of 11/2% per month (which is an annual percentage rate of 18%) shall be charged on all past due accounts and buyer shall pay Chemworld all cost incurred by it in collecting any past due amount from Buyer, including all court costs and attorney fees. Return checks will incur a \$30.00 service charge.
2. Where the price specified here in provides for absorption by Seller of freight charges, either as a whole or in part, Seller shall have the right to select the means of transportation. If Buyer requires a means of transportation other than that selected by Seller, Buyer shall pay any extra cost incurred by reason of using such means.
3. Title to and risk of loss of all goods sold hereunder shall pass to Buyer upon Seller's delivery to carrier at shipping point.
4. In the event of war, fire, flood, strike, labor trouble, accident, riot, act of government authority, act of God or other contingencies, whether of like or different nature, beyond the control of the parties, interfering with the production, supply, transportation, or consumption of the goods covered by any other, or with the supply of raw material used in connection therewith (including without limitation Seller's inability to obtain raw materials from customary sources at customary prices and without litigation) quantities so affected shall be eliminated from the order without liability, but the order shall otherwise remain unaffected. Seller may without liability during any period of shortage due to any of said causes, prorate its supply of such goods among itself, for its own manufacturing uses, and customers, in such manner as Seller may deem fair and practicable.
5. (a) SELLER MAKES NO EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS OR ANY OTHER THING CONCERNING THE GOODS FURNISHED HEREUNDER, OTHER THAN THEY SHALL MEET THE SELLER'S CURRENT SALES SPECIFICATIONS.  
(b) Any recommendations made by Seller concerning the use, design or application of said goods are believed reliable but Seller makes no warranty of results to be obtained. Buyer assumes all responsibility and liability for loss or damage resulting from the transportation, handling, use or resale of said goods upon delivery to carrier at shipping point.  
(c) Buyer's exclusive remedy for breach of any warranty or of any other duty owed Buyer shall be limited to the purchase price of the goods sold hereunder, in respect to which damages are claimed, plus transportation charges, thereon. Under no circumstances shall Seller be responsible for special incidental or consequential damages. Buyer shall inspect the goods furnished hereunder immediately after delivery. If any goods furnished hereunder are rejected because of non-conformity to specifications, Buyer shall have the right to return same to Seller, buy only after inspection by Seller and receipt of definite shipping instructions from Seller, such inspection to be made and instructions given within thirty (30) days after notice of rejection by Buyer. Either (1) failure to give notice of any claim within thirty (30) days from date of delivery, or (2) use or commingling of the goods furnished hereunder, constitutes a waiver by Buyer of all claims in respect to such goods.  
(d) Buyer represents that it possesses all licenses and permits required by federal, state, local or foreign jurisdiction in connection with Buyer's intended or actual use of the goods.  
(e) Buyer agrees to indemnify and hold harmless Seller from and against any and all judgments, fees, awards, penalties and other expenses, including attorney's fees, which may be incurred by Seller arising out of or in connection with any claims or suits by third parties relating directly or indirectly to the transportation, handling, use or resale of goods sold hereunder.
6. The Seller does not assume patent responsibility for the use by the Buyer of material sold hereunder. The use made of the material may or may not constitute an infringement of patents. The election of the use to which the material is put is solely the Buyer's, and on him rests the responsibility of the exercise of his judgment.
7. Should goods be made up specifically for Buyer and not of a grade, type, or color customarily carried in stock by Seller, Buyer agrees that:
  - (a) Delivery of 90 (90%) percent of the amount specified in the order shall constitute fulfillment of order
  - (b) In case of an over-run, Seller may deliver such over-run up to 10 (10%) percent of order.
8. If the Buyer fails to make any payment when due or to comply with any other of the terms, conditions and provisions hereof, the Seller may, at his option, decline to make further shipments until all overdue indebtedness has been paid, or decline to make further deliveries except for cash, or cancel this contract.
9. Seller's weights for Product delivered hereunder shall govern unless proved to the reasonable satisfaction of Seller to be in error by two (2%) percent or more. Failure by Buyer to give notice of any claim regarding the weight of Product delivered hereunder within five(5) days from date of delivery to Buyer, or Buyer's use of Product or commingling of Product with other substances, whichever first, occurs, constitutes a waiver by Buyer of all claims with respect to the weight of such Product.
10. This contract contains the entire understanding of parties with respect to the subject matter hereof and supersedes any prior oral or written understanding or representations.
11. All goods are sold and shipped subject to this contract and neither acceptance of any order nor shipment of any goods shall constitute acceptance of any provision appearing in the Buyer's order blank or other forms inconsistent herewith. The failure of the Seller to insist upon its rights or upon strict performance of any of the provisions of this contract in any one or more instances shall not constitute a waiver of such provisions, or any other provisions, either then or for the future.
12. The laws and regulations of Georgia shall be applicable to the interpretation of these terms and conditions. Any and all judicial action instituted from any resulting orders shall only be brought in the Federal and/or Georgia Courts.