

# EXPRESSTUBES

Experts in custom packaging

8655 So. 208<sup>th</sup> St Kent WA 98031  
Ph (253) 981-6060 Fax (253) 867-5226

Account # \_\_\_\_\_

## CREDIT APPLICATION

LEGAL BUSINESS NAME \_\_\_\_\_ DATE \_\_\_\_\_

DOING BUSINESS AS (DBA) \_\_\_\_\_

ADDRESS \_\_\_\_\_ PHONE \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_ FAX \_\_\_\_\_

TYPE OF BUSINESS:  Sole Proprietor  Corporation  Partnership  Limited Liability Corp.

OWNER'S NAME \_\_\_\_\_ HOW LONG IN BUSINESS \_\_\_\_\_

FEDERAL TAX ID # \_\_\_\_\_ STATE OF INCORPORATION \_\_\_\_\_

IF SOLE PROPRIETOR OR PARTNER SOCIAL SECURITY # \_\_\_\_\_

STATE BUSINESS LICENSE # \_\_\_\_\_ RESALE NO. \_\_\_\_\_

P.O. # REQUIRED -  YES  NO DESIRED CREDIT LIMIT \_\_\_\_\_

BUSINESS BANK & BRANCH \_\_\_\_\_ PHONE \_\_\_\_\_

NAME OF BANK REP. TO CONTACT: \_\_\_\_\_

Checking Account Number \_\_\_\_\_  Savings Account Number \_\_\_\_\_

### CREDIT REFERENCES:

1. \_\_\_\_\_ PHONE (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_  
business name contact name

FAX (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

\_\_\_\_\_ E-MAIL \_\_\_\_\_  
address city state

2. \_\_\_\_\_ PHONE (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_  
business name contact name

FAX (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

\_\_\_\_\_ E-MAIL \_\_\_\_\_  
address city state

3. \_\_\_\_\_ PHONE (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_  
business name contact name

FAX (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

\_\_\_\_\_ E-MAIL \_\_\_\_\_  
address city state

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## CREDIT APPLICATION

## SALES AGREEMENT

- \_\_\_\_\_ (hereinafter "Customer") makes application to Express Tubes, Inc. (hereinafter "Seller") for credit and/or to obtain further credit with Seller. Customer agrees to the sales terms set forth herein. Customer certifies that the above information is true and correct to the best of Customer's knowledge and further agrees that a facsimile shall be as binding as an original signature. This agreement amends, modifies and supersedes any and all prior written and/or oral discussions and agreements. Any such prior discussions and agreements are merged herein.
- Unless otherwise specified on the face of the Seller invoice, all goods and services are sold F.O.B. Customer's plant. Delivery of goods to the carrier shall constitute delivery to Customer and all risk of loss or damage in transit shall be borne by Customer. Any delivery of goods and services by Seller is subject to a delivery charge.
- Customer agrees to supplement the information stated hereon upon request, and gives permission to Seller and/or its agents to verify and/or supplement the information stated hereon. Customer acknowledges that Seller may use third parties for credit services and for information to make any credit decisions.
- If credit is granted, Customer promises to pay all bills when rendered, and agree to pay interest on past due balances at 18% per annum unless agreement to such amount is not allowed by law and in that event, at the highest rate allowed by law.
- Customer agrees that invoices and monthly statements are accurate in all respects and waive any right to later object to the amounts stated therein, unless Customer notifies Seller in writing within 10 days of receipt of new charges on the invoice or statement. Payments received toward the account may be applied to the unpaid balance as Seller deems appropriate.
- Customer agrees to pay upon demand all of Seller's costs and expenses, including attorneys' fees and legal expenses, incurred by Seller in connection with collection of any amounts owed to Seller, including all attorneys' fees and other expenses relating to defenses, affirmative defenses and/or counterclaims that Customer may raise in any collection action initiated or pursued by Seller which must be resolved prior to collection by Seller of any amounts owed or enforcement of any terms of this agreement and/or a related guarantee. Seller may pay someone else to help enforce this credit agreement, and Customer shall pay the cost and expenses of such enforcement. Costs and expenses include but are not limited to all attorneys' fees and legal expenses billed by a law firm or attorney, or persons hired by a law firm or attorney, and their billings, whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (and including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services.
- Venue and jurisdiction of any suit or legal action may be had in Seattle, King County, Washington at the sole option of Seller. This agreement shall be construed and enforced in accordance with the laws of the State of Washington.
- Customer agrees to notify Seller, in writing, prior to any change of ownership and shall be liable for purchases of any buyer of the business should said notification not be given, notwithstanding any liability of the purchaser.
- Customer agrees that claims for shortages and/or notice of non-conforming goods must be made within 48 hours of delivery. The sole and exclusive remedy for non-conforming goods shall be replacement or refund of payment at Seller's option.
- SELLER warrants the goods sold are as described in Seller's invoice(s). Goods not manufactured by Seller are not warranted by Seller and carry only the warrant(ies) of the manufacturer. SELLER DISCLAIMS ANY AND ALL WARRANTIES (EXPRESS AND IMPLIED) CONCERNING OR RELATING TO ANY AND ALL GOODS INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- Customer agrees that Seller's liability with respect to this contract, any warranty, or the manufacture, delivery, installation, repair, or use of any goods under this contract shall not exceed the stated selling price of the goods upon which any such liability is based. Customer agrees that Seller shall not be liable for any incidental or consequential damages. Customer agrees that the remedies set forth herein are exclusive, and that Customer can bring no action more than one year after accrual of the cause of action therefore.
- Customer agrees that any goods accepted for return are subject to Seller's restocking charge.
- Seller reserves the right to revoke any credit extended to Customer if Customer fails to pay for any shipments when due. If in Seller's opinion there is a material adverse change in Customer's financial condition, Seller shall have the right to suspend further shipments until receipt of adequate assurance of Customer's ability to pay therefor. Customer's refusal to furnish such assurance within a reasonable time or failure of Customer to perform obligations under this or any other existing contract with Seller shall entitle Seller without notice to cancel this contract or so much of it as may remain unexecuted, all without prejudice to any claim for damage or any other remedy Seller may be entitled to make.
- Seller shall not be liable for any delay in manufacture or delivery due to causes beyond reasonable control of Seller. If the performance of the contract by Seller is made more burdensome by reason of any such cause of delay, Seller may request an increase in the price of goods sold hereunder to compensate for such extra burden and may cancel this contract without penalty upon Customer's failure to agree to such price increases. If the delay shall continue for ninety (90) days, then either party may, by written notice to the other, cancel this contract except as to goods specifically acquired by Seller for this contract or in the process of manufacture at the time such notice is received.
- Except as provided in paragraph 14, Customer cannot cancel any order(s) except by mutual consent. Notice is hereby given that Seller will not consent to cancellation if manufacturing or processing of Customer's goods has commenced, special goods have been purchased for this order or been assembled for loading.
- Seller's failure to insist upon strict performance of any provision of this agreement shall not be deemed to be a waiver of the Seller's rights or remedies, or a waiver by Seller of any subsequent default by Customer in the performance of, or compliance with, any of the terms of this agreement.
- If any term of this agreement is invalid, the invalid term shall be considered deleted from this agreement and shall not invalidate any other term(s).
- To the extent the terms of this agreement conflict with the terms of any other agreement Customer has in writing that the terms of this agreement are modified and such agreement expressly modifies this agreement and refers to this agreement by date and title.
- If at any time Customer's account becomes delinquent, Customer authorize Seller to charge the outstanding balance to Customer's credit card account(s) listed in the New Account Information section above.
- In the event that a lawsuit is commenced, Customer waives the right to jury trial on any or all issues, including but not limited to, claims that might be asserted against Seller, issues relating to non-payment of monies owed to Seller, defenses, affirmative defenses, and/or counterclaims.
- No terms or conditions of purchase orders different from the credit terms contained in this agreement will become part of any sales agreement, purchase order, or other document, unless specifically approved in writing by Seller and referring to this agreement by date and title.
- ORAL AGREEMENTS OR ORAL COMMITMENTS TO EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE RCW 19.36.110.

Signature \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
Please Print or Type Name and capacity, i.e., whether owner, officer  
(e.g., Pres., Vice Pres., etc.) and/or Partner

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Please Print or Type Name and capacity, i.e., whether owner, officer  
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## CREDIT APPLICATION

### CONTINUING PERSONAL GUARANTY

1. For good and valuable consideration, the undersigned hereby absolutely and unconditionally guarantees as a principal, on a continuing basis, the performance of all obligations of the person(s) and/or entity(ies) that signed the appended sales agreement (hereinafter "Customer") and any and all obligations owed to Seller (hereinafter "Seller"), including but not limited to the prompt payment of all present and future indebtedness.
2. The undersigned consents to any extension, modification or renewal of any obligation owed by Customer to Seller and guarantees such without prior notice, demand or pursuit of remedies against the party primarily liable.
3. This Guaranty is irrevocable and is binding on Guarantor and Guarantor's heirs, successors and assigns so long as any indebtedness remains unpaid or obligation unfulfilled. The guarantee shall continue in effect until the undersigned has notified Seller in writing of its cancellation, but such cancellation shall not alter any obligation of the undersigned arising hereunder prior to receipt of such written notice.
4. The undersigned hereby further agrees to indemnify and save Seller harmless from any loss, damage and expense caused by or arising out of any default on the part of Customer in making payment of any part or all sums owed to Seller and in the event of such default agrees, upon demand to pay Seller the amount of any such loss, damage, and expense.
5. Guarantor agrees to pay upon demand all of Seller's costs and expenses, including attorneys' fees and legal expenses, incurred in connection with collection of the Indebtedness from Customer, including all attorneys' fees and other expenses relating to defenses, affirmative defenses, counterclaims or other action including an action initiated or pursued by Seller which must be resolved prior to collection by Seller of the Indebtedness and/or in connection with the enforcement of this Guaranty. Seller may pay someone else to help enforce this Guaranty, and Guarantor shall pay the cost and expenses of such enforcement. Cost fees and legal expenses billed by a law firm or attorney, or persons or companies hired by a law firm or attorney, to perform services for Seller's benefit, whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (and including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services.
6. If there is a lawsuit, Guarantor agrees at Seller's sole option to submit to the jurisdiction of the courts of the State of Washington, and that venue shall be laid in the courts of Seattle, King County, State of Washington. This Guaranty shall be governed by and construed in accordance with the laws of the State of Washington.
7. This Guaranty, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Guaranty. No alteration or amendment to this Guaranty shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.
8. In the event that a lawsuit is commenced, I/we waive the right to jury trial on any or all issues, including but not limited to, claims that might be asserted against Seller, issues relating to non-payment of monies owed to Seller, defenses, affirmative defenses, and/or counterclaims.
9. Guarantor agrees to indemnify and hold Seller harmless from any and all claims or losses relating to any alleged fraudulent transfer and/or preferential and/or avoidable transfer either under state law or pursuant to Federal law, including but not limited to, 11 USC § 547, 548, 549, and/or 550 and relating in any way to voluntary or involuntary payments made to Seller either by Guarantor, Customer or any other party that are applied to Customer's indebtedness or to obligations under this Guaranty. Guarantor agrees to pay any and all costs and attorneys' fees incurred by Seller in defending any such action, including an appeal.
10. The undersigned further acknowledges and represents that any titles written near the signatures below is/are intended merely to clarify the individual's position with the Customer and in no way is intended to limit or cancel the personal nature of this guaranty.
11. The undersigned hereby consent(s) to Seller's use of a non-business consumer credit report on the undersigned in order to further evaluate the credit worthiness of the undersigned as principal(s), proprietor(s) and/or guarantor(s) in connection with the extension of business credit as contemplated by this credit application. The undersigned hereby authorize(s) Seller to utilize a consumer credit report on the undersigned from time to time in connection with the extension or continuation of the business credit represented by this credit application. The undersigned and his/her spouse as an individual(s) hereby knowingly consent(s) to the use of such credit report consistent with the Federal Fair Credit Reporting Act as contained in 15 U.S.C. § 1681 et seq.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Please Print or Type Name

\_\_\_\_\_  
Please Print or Type Name

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Address

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Address

\_\_\_\_\_  
City, State

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Zip

\_\_\_\_\_  
City, State

\_\_\_\_\_  
Zip

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## Terms and Conditions:

Prices based per sku and may vary based on Tube/Cap Color, Style, Material, Finish, & Size. Quantities vary 10% based on case pack. All prices quoted in USD and are subject to change upon review of final artwork. Lead times may increase based on tube specs, custom colored tubes, Qty and artwork. Express Tubes is not liable for product incompatibility inside the tubes. We provide samples for stability testing, fill capacity, compatibility w/filler, sizing boxes etc. It's the customer's responsibility to make sure the tube fulfills all of their needs. We do have a variety of samples on hand but in order to have an exact duplicate of specific tubes you need to order we will need to make them. Any claims must be made in writing within 120 days of receipt of goods and limited to the cost of the tubes or services purchased only.

### **Pre-Production Samples available at No additional Cost**

Allow 3-4 weeks for first Pre-Production sample and 1 additional week per additional sku. Please ensure to select only 1 design for your PPS when ordering several similar sku's. If you choose to waive your Pre-Production Sample you are accepting our Productions best effort to match.

### **Custom Color Tube & Cap Matches**

We can match any pantone but because pantone books can vary based on the age and condition, we require a physical sample of the pantone with the exact color.

### **How we process your order**

- 1. To start** your order we need a Purchase Order, Credit Application and your artwork shortly thereafter.
- 2. Payment Terms** – We require 50% deposit on Initial orders and the balance will be net-30, invoiced upon availability at the FOB point.
- 3. Order Confirmation** - We will provide you an Order Confirmation when we receive your order. This will clarify we're in agreement on the specs and cost of the tubes you are purchasing. We will need this signed and returned in order to start processing any order.
- 4. Art Work Approval** – Our in-house designer reviews all artwork prior to sending it to our manufacturing. We'll provide either a Pre-Production sample, picture of your sample via email or print out for you to approve prior to production. (Artwork Guide Available)
- 5. Pre-Production Sample** - This takes an average of 3-4 weeks for the 1<sup>st</sup> design and 1 week for each additional sku. We ask that you pick only 1 design for your PPS when ordering several similar sku's.
- 6. Lead Time** - The standard lead time is 6-8 wks. (may be higher during peak season) This timeline starts once your final artwork and PPS have been approved and when applicable after approval of custom color match.
- 7. Shipping** – The customer is responsible for shipping charges from the FOB Point to the final destination. Our Customer Service Representative will be in contact with you for your shipping preferences.
- 8. Air Freight Option** – In the event you need your tubes expedited we can offer you pricing to airfreight the tubes to your door and speed the lead time an average of 4-6 weeks.
- 9. Order Processing** – After you place your order, you will be contacted by one of our Customer Service Reps. The Rep. will work with you through these steps to ensure you receive your tubes in a timely manner. In the case that you need additional samples, information or pricing for future orders please re-contact your Sales Person.
- 10. Design Charges** – We offer Design Services at a rate of \$100/hour (1/2 hour minimum).
- 11. Cancellations** – In the event you cancel your order after plates have been made, and before production, you will be responsible for the full \$200 per plate charge. Your order cannot be cancelled once production has begun or you will be responsible for the full cost of the tubes. Changes to the artwork can be made prior to printing. Custom colored tube orders require a color match. A \$600.00 Non-Refundable Fee will be charged for any color changes made after a color match submission.

You hereby agree to pay all authorized charges on the account in accordance with the policies set forth in the Terms and Conditions document. You hereby certify that you are authorized to sign this agreement.

Company: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_