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**TRISTAR COMMERCIAL CREDIT APPLICATION AND AGREEMENT**

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**Date:**                    \_\_\_ / \_\_\_ / \_\_\_

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

**Business Address:** \_\_\_\_\_

**Business Phone:**        \_\_\_ - \_\_\_ - \_\_\_\_\_

**Business Fax:**         \_\_\_ - \_\_\_ - \_\_\_\_\_

**Officer / Owner Name:** \_\_\_\_\_

**Proprietorship**     **Corporation**     **Partnership**     **LLC**

**Credit Line Requested:** \$ \_\_\_\_\_ **Sales Tax Number:** \_\_\_\_\_ **Years in business:** \_\_\_\_\_

	<u>Trade References</u>	<u>Address</u>	<u>Telephone</u>	<u>Fax</u>
1.	_____			
2.	_____			
3.	_____			
4.	_____			

**Bank Name:** \_\_\_\_\_ **Account Number:** \_\_\_\_\_

**Bank Officer to contact:** \_\_\_\_\_ **Phone:** \_\_\_ / \_\_\_ / \_\_\_

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**TERMS OF AGREEMENT**

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The undersigned customer ("Customer") hereby certifies that all statements accompanying and contained in this Commercial Credit Application and Agreement (the "Agreement") are true and complete and are made for the purpose of obtaining credit and services from TriStar Plastics Corp. ("TRISTAR"). The Customer understands that the submission of this Agreement to TRISTAR does not obligate TRISTAR to extend credit. This Agreement is subject to review and acceptance by TRISTAR and may be denied by TRISTAR in its sole discretion. The Customer agrees further that TRISTAR's extending credit on any one occasion shall not obligate TRISTAR to extend credit on any other or future occasion, all of which being at TRISTAR's sole discretion. The Customer certifies that all services and products to be purchased from TRISTAR are being used for commercial purposes and not for family, household or personal uses. **TRISTAR MAKES NO EXPRESS OR IMPLIED WARRANTIES (INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY) OF ANY KIND OR NATURE WITH RESPECT TO ITS SERVICES OR PRODUCTS UNLESS EXPRESSLY STATED BY TRISTAR IN WRITING.**

In consideration of TRISTAR providing services/products to the Customer on credit, the Customer agrees to the following additional terms:

1. To pay for all services/products according to the terms mandated by TRISTAR at the time of each sale.
2. To the extent any term or provision contained in this Agreement conflicts with any term or provision contained in any other document submitted to TRISTAR by Customer including, without limitation, any current or future purchase order issued by the Customer, the term or provision contained in this Agreement shall control and govern on each such occasion.
3. The terms contained in this Agreement shall be deemed to be incorporated in and apply to each and every purchase made by the Customer from TRISTAR at any time hereafter and no reference need be made to this Agreement in any documentation exchanged between TRISTAR and the Customer, if any, in connection with such purchase(s). This Agreement and the terms contained in any invoices issued by TRISTAR shall constitute the complete agreement between the parties with respect to the products and services provided and sold by TRI-STAR.
4. The Customer agrees to pay a service charge for late payment, computed at the annual percentage rate of 18% (1.5% monthly), on all amounts which remain unpaid after their due date.
5. In the event the Customer fails to pay any amount due to TRISTAR on or before its due date, then the Customer shall be in default hereunder, all amounts then owed to TRISTAR under all outstanding orders shall become immediately due and payable without notice and, in addition to all amounts owed to TRISTAR, the Customer shall pay to TRISTAR all of TRISTAR's costs and expenses of collection including reasonable attorneys' fees and disbursements (whether or not litigation is initiated).
6. If at any time Customer fails to pay any amount due to TRISTAR on or before its due date, the Customer hereby authorizes TRISTAR to charge any such amount(s) at any time to any credit card account previously provided by Customer to TRISTAR. This authorization shall be deemed to be continuing and shall apply to any amount(s) due TRISTAR at any time by Customer.
7. If more than one individual is signing this Agreement, their obligations hereunder shall be joint and several. This Agreement may not be altered or modified or amended absent a written instrument executed by TRISTAR. Each term and provision contained in this Agreement is a material term and condition. This Agreement and all matters pertaining to the business relationship between the Customer and TRISTAR shall be governed by and construed under the internal laws of the Commonwealth of Massachusetts without regard for its choice of law principles. Any lawsuit concerning any dispute arising under or relating to this Agreement or to the business relationship between the Customer and TRISTAR shall be initiated and litigated in a state court located within Worcester County in the Commonwealth of Massachusetts, which courts shall have exclusive jurisdiction over any such proceedings. The Customer agrees to submit to the personal jurisdiction of the state courts located within the Commonwealth of Massachusetts and waive any objection to personal jurisdiction in such courts for the purposes of such proceedings.

The Customer has read this entire Agreement, agrees to and accept each and every term and condition hereof and has received a copy of this Agreement.

Executed as an instrument under seal on the date set forth at the top of this Agreement.

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

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

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

Print Name and Title: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

**Please Fax Back both pages to: 1-508-845-1200**