

Polyguard and Co.



Twin Spruce Industrial Park • P.O. Box 1269 • Afton, Wyoming 83110
www.polyguardvaults.com • e-mail: Polyguard@silverstar.com
1-800-654-1067

OPEN ACCOUNT CONTRACT

Date _____

Corporate Name _____ Phone _____

Business Address _____ ST _____ Zip _____

Business Address _____ ST _____ Zip _____

Former Company Name _____

Type of Entity: Sole Proprietorship Partnership Corporation Other

How long in business (Years) _____ Fax Number _____

REFERENCES

Bank Reference _____ Phone _____

_____ Address _____ Contact Person _____ Account Number _____

Trade Reference _____ Phone _____

_____ Address _____ Contact Person _____ Account Number _____

Trade Reference _____ Phone _____

_____ Address _____ Contact Person _____ Account Number _____

Trade Reference _____ Phone _____

_____ Address _____ Contact Person _____ Account Number _____

Are you Sales Tax exempt? Yes No Exemption # _____

Do you furnish purchase order numbers? Yes No

If No, please list the authorized personnel to place orders or to purchase from Polyguard & Co.

TERMS AND CONDITIONS

1. **Offer and Acceptance** – For valuable consideration in allowing our business to establish a thirty-(30)-day open account with Polyguard and Co. (Seller), we hereby agree to abide by the following terms and conditions of your open-account agreement. The parties understand that nothing contained herein shall obligate Seller to extend credit to Buyer. Nevertheless, if Seller elects to extend credit to Buyer, Seller reserves the right, among other remedies, either to terminate the Contract, to suspend further deliveries under it in the event Buyer fails to make any payment when same becomes due. Should Buyer's financial responsibility become unsatisfactory to Seller, cash payment, satisfactory security and/or written guarantees may be required by Seller for future delivery and for goods heretofore delivered.
2. **Payment Title** – Buyer's payment obligation shall be paid in United States currency when due and shall not be subject to any right of offset. Payment shall be made by the Buyer at the time of actual delivery of any and all goods delivered hereunder unless Seller's credit department has previously approved Buyer's credit and agreed in writing to sell to Buyer on open account or otherwise. Sales on open accounts shall be paid within thirty (30) days after delivery of all or any part of such good to Buyer unless otherwise agreed in writing. Buyer acknowledges that time is of the essence as to its payment obligation. Seller shall charge and Buyer agrees to pay Seller on Buyer's open account a FINANCE CHARGE of 1 ½ percent per month (annual percentage rate of 18%) on any and all delinquent payments. Title to all property sold hereunder shall remain with Seller until Buyer shall discharge all of its financial obligations to Seller pursuant to the terms of this contract or otherwise. Seller hereby retains a security interest in the good sold hereunder, including any process thereof, until paid in full by Buyer. Buyer agrees not to borrow against or pledge the goods without Seller's prior written consent. Buyer agrees to execute all documents reasonably required by Seller to carry out the intent of this provision. If Buyer shall be in default hereunder, Seller shall have all rights and remedies under the Uniform Commercial Code as in effect in the State of Wyoming together with any lien rights provided under the laws of the State of Wyoming.
3. **Delivery** – All shipments of goods sold hereunder are sold F.O.B. factory or Seller's warehouse, unless otherwise agreed in writing. Buyer's exclusive remedy shall be for damages which shall not exceed the price of the goods and services provided hereunder, or at the election of the Seller, the repair or replacement of such defective or damaged goods. In no event shall Seller be liable for incidental or consequential damages.
4. **Warranty Limitation** – Seller warrants title to goods sold hereunder. Subject to the preceding sentence and except as otherwise expressly stated herein, SELLER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER MATTER WITH RESPECT TO ANY GOODS OR SERVICES, WHETHER USED OR RENDERED ALONE OR IN COMBINATION WITH OTHER GOODS OR SUBSTANCES. Seller neither assumes nor authorizes any person or entity to assume for Seller or any person or entity acting on its behalf any other liability in connection with the seal or use of the goods sold hereunder and Buyer agrees that there are no oral agreements or warranties collateral to or effecting this contract. Seller shall not be liable for and Seller assumes no responsibility for any personal injury and property damage resulting from the handling, possession or use of the goods by Buyer or any third party. This provision shall not limit any warranty which may be available directly to Buyer from a manufacturer or other third party. Seller does not warrant that the purchases or use of the goods sold hereunder or articles made there from, either alone or in conjunction with other materials, will not infringe a patent.
5. **Excuse of Performance** – Deliveries may be suspended by Seller in case of acts of God or any cause beyond the control of Seller or Seller's suppliers.
6. **Risk of Loss** – All risk of loss, injury or other destruction of goods, regardless of cause, shall be upon Buyer at such time as the goods are identified to any sales contract.
7. **Miscellaneous** – This contract is to be construed according to the laws of the State of Wyoming and constitutes the full understanding of the parties.
If Buyer is in default or breach hereunder, Buyer agrees to pay all costs involved in collecting amounts due Seller, including court costs, and reasonable attorney fees.
All payments by Buyer to Seller shall be made to Seller at its address in Lincoln County, State of Wyoming.
If any part of this contract is finally declared invalid by any court or tribunal, the remainder of this contract shall not be affected thereby. The parties who have executed this document represent and warrant that they are duly authorized to sign this document for and on behalf of the entity specified above.

DATED this _____ day of _____, 20____.

Authorized Signature	Title
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Please Print Name

PERSONAL GUARANTEE – Required for Principals

We, the undersigned, do hereby jointly and severally agree to guarantee all of the obligations of Buyer as defined in this Contract in consideration for Seller extending credit to Buyer under the above-described open account agreement.

Dated this _____ day of _____, 20____.

Authorized Signature	Title
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Authorized Signature	Title
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Authorized Signature	Title
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FOR OFFICE USE ONLY:	
Submitted by _____	
Credit Rating _____	
Credit Limit _____	
Approved by _____	Date _____
CFSFA # _____	