



Dear Future Valued Customer,

Thank you for your interest in PolyCon LLC!

We are delighted to hear you are considering our products and services. At PolyCon, we pride ourselves on delivering exceptional quality and outstanding customer service. Your interest means a lot to us, and we are eager to demonstrate how we can meet your needs and exceed your expectations.

To apply for a credit account, please complete the attached credit application form and return it to us at **Credit@polyconspf.com**. The information you provide will be treated with the utmost confidentiality and used solely for purposes of establishing your account.

Should you have any questions or need assistance with the application process, please do not hesitate to reach out to our Customer Care Team directly at **281-219-9400**. We are excited about the possibility of partnering with you and helping your business flourish.

Thank you for choosing PolyCon - we look forward to a long and successful **relationship/partnership!**

Warm regards,

PolyCon LLC

Doug Kramer
President & CEO



PolyCon Customer Account Setup Form

PolyCon LLC would like to request the following information to provide optimum service to your company. Please take a few moments to complete this form and return it at your earliest convenience.

If you require assistance completing these forms, please contact us at 855-PC1-FOAM.

Customer legal name:
Customer phone number:

Have you already spoken with a PolyCon Sales Representative?

If yes, please identify representative's name _____

Party responsible for placing orders *required

Purchaser:	Email*:
Phone Number:	Purchase Order Required: <input type="checkbox"/> YES <input type="checkbox"/> NO
Purchaser:	
Phone Number:	Purchase Order Required: <input type="checkbox"/> YES <input type="checkbox"/> NO

Shipping location

Attention:	Is this a residential address? <input type="checkbox"/> YES <input type="checkbox"/> NO
Email:	Phone Number:
Street Address:	
City, State, Zip Code:	

Delivery Information (required)

Receiving Hours: _____ to _____	Appointment Required: <input type="checkbox"/> YES <input type="checkbox"/> NO
Dock available for offloading? <input type="checkbox"/> YES <input type="checkbox"/> NO	If Yes, Contact Name:
Pallet jack required for offloading? <input type="checkbox"/> YES <input type="checkbox"/> NO	Email:
Power lift gate required for offloading? <input type="checkbox"/> YES <input type="checkbox"/> NO	Phone Number:

Trailer requirement: Flatbed pup truck full-size semi

Is your location in an industrial area? YES NO

Additional delivery details:

Advanced Shipment Notification (ASN) Contact:	
Email:	Phone Number:



Company Information

Company Legal Name:		DATE:
Federal ID (Taxpayer ID)#	DUNS#	
Street address:		
Mailing address:		
Business Phone Number:	A/P Contact:	
A/P Email:	A/P Phone Number:	
Sales Tax Exempt? (<i>exemption certificate must be attached</i>) <input type="checkbox"/> YES <input type="checkbox"/> NO		
Select One: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Joint Venture <input type="checkbox"/> LLP <input type="checkbox"/> LLC		
Date Company Started:	Credit Limit Requested: \$	

Owner(s) / Officer(s) / Principal(s)

Name:	Title:
Email:	Phone:
Name:	Title:
Email:	Phone:
Name:	Title:
Email:	Phone:

Bank Information

Bank Name:	Account number:
Bank Address:	
Contact:	Phone number:
Email:	

Execution of the credit agreement shall constitute written authorization to the bank listed above to release account information to PolyCon LLC to consider extending credit to the account applicant.

Major Trade References

Name:	Account:	Phone:
Address:		
Name:	Account:	Phone:
Address:		
Name:	Account:	Phone:
Address:		

The information provided to PolyCon LLC on this application by the applicant(s) and any other information provided to PolyCon LLC, including any financial statement(s), is warranted to be accurate, complete, and true and shall be the property of PolyCon LLC. PolyCon LLC is authorized to investigate the applicant(s) credit history and to answer questions about its credit experience with the applicant(s). Applicant authorizes their bank and suppliers to release information to PolyCon LLC as requested. If invoices are not paid when due, the applicant agrees to pay a past due payment charge, if assessed, of one and one-half percent (1 1/2%) per month on the unpaid balance (Annual Percentage Rate of 18%) or the maximum rate allowed by law, whichever is less. The applicant(s) agrees to pay all costs and expenses, including reasonable attorney fees, incurred by PolyCon LLC, in collecting past due accounts.

Printed Name	Signature
Title	Date
Printed Name	Signature
Title	Date

PERSONAL GUARANTY

To induce the extension of credit to Purchaser, undersigned Guarantors hereby guarantee payment of all existing and future indebtedness of Purchaser of PolyCon LLC, including any costs, expenses, and reasonable attorneys' fees payable because of PolyCon LLC collection efforts. The Guarantors agree that their liability hereunder is joint and several, with each other and with the Purchaser. This personal guaranty is absolute, complete, unconditional, irrevocable and continuing and it shall not be necessary for PolyCon LLC to give notice to Guarantors of any extension of credit to Purchaser, any renewal thereof, any modification of the terms thereof, or PolyCon LLC arrangements with any other Guarantor. A Guarantor may by written notice, sent via certified or registered mail to PolyCon LLC as described above (Attn: Credit Dept), terminate its guaranty as to any new extensions of credit to Purchaser made more than ten days after such written notice, but such Guarantor shall continue to be obligated in respect of any credit extended within ten days after PolyCon LLC receipt of such notice and any credit PolyCon LLC remains obligated to extend Purchaser at the close of business on the tenth day following PolyCon LLC receipt of such notice. Guarantors agree to provide personal financial information as requested by PolyCon LLC. The terms of the Credit Agreement are incorporated herein by reference.

Each undersigned Guarantor has, independently and without reliance upon PolyCon LLC and based upon such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Personal Guaranty, and has established adequate procedures for continually obtaining information to, and is now and at all times will be completely familiar with, the business, condition (financial or otherwise), operations, performance, and prospects of Purchaser and each other Guarantor.

TERMS AND CONDITIONS* These are the Terms and Conditions of sale for PolyCon LLC and each of its divisions ("Seller"). There are no other terms of sale unless Seller agrees in writing to different terms with you, the "Purchaser" of Seller's products:

1. **ACCEPTANCE OF ORDERS.** Seller's offer to sell products to Purchaser or acceptance of Purchaser's order is expressly conditioned upon Purchaser's acceptance of these Terms and Conditions ("Terms"). Purchaser's acceptance, use or holding of Seller's products for 10 days after shipment also establishes Purchaser's acceptance of these Terms. Seller expressly rejects and objects to all new, different, or additional terms of sale submitted by Purchaser. The seller reserves the right to select its own customers and the right to reject any order. Affidavits or certificates of compliance must be requested when orders are placed.
2. **PRICES.** All prices are subject to change without notice. Unless otherwise specified, orders will be shipped and invoiced at the price in effect at the time of shipment, and price adjustments for products in transit or in Purchaser's inventory will not be allowed. Any tax or other charge on the production, sale or shipment of the products imposed by federal, state, or local governmental authorities will be added to the price to be paid by the Purchaser.
3. **TERMS OF PAYMENT.** Subject to the approval of Seller's credit department, terms of payment are those in effect for product sales as of the date of shipment. The purchaser is also responsible for amounts due under No. 11 below.
4. **DELIVERY.** All product sales are Free Carrier ('FCA'), as defined by Incoterms® 2020, Seller's place of shipment. The seller shall have no liability for delays, damage, or delivery failures occurring after the product is delivered to the carrier. The purchaser is solely liable for detention and demurrage charges assessed at the destination. Product shortages and visibly damaged or defective products must be reported to Seller within 24 hours of delivery. Purchaser may not withhold payment on uncontested product deliveries.
5. **TITLE AND RISK OF LOSS; SECURITY INTEREST.** Title to and all risk of loss or damage to the products vests in Purchaser when products are delivered as set forth herein, regardless of any shipping and insurance arrangements made by Seller on Purchaser's behalf. However, Seller reserves, until full payment is received, a purchase money security interest in each product delivered.
6. **RETURNS.** Product returns will be accepted only after Purchaser receives Seller's prior written approval as follows: (a) For returns authorized due to Purchaser's rightful rejection or justifiable revocation of acceptance of the products, Seller will pay for reasonable handling and transportation charges for the product return and, in addition, will, at Seller's option, refund or credit the full purchase price upon return of the products. No request for returns based on damaged or defective products will be approved unless received within the time periods set forth in No. 4 and No. 7; (b) Where Seller determines, in its sole discretion, to accept returns for the convenience of Purchaser, the products are to be returned to the point of shipment, at Purchaser's expense, properly packed. Seller will issue a credit for the quantity of product received at Seller's shipping point in resalable condition, as determined by Seller in its reasonable discretion, less: (i) 25% of the original purchase price for handling and reconditioning; or, if greater, (ii) the actual charges incurred.
7. **LIMITED WARRANTY; SPECIFICATIONS.** All products sold are subject to the following limited warranty: Seller warrants that for a period of one year from the date of shipment the product will be free from defects in material and workmanship and is manufactured in all material respects to Seller's product specifications. Note: Seller's products may vary in details of design and construction from descriptions in any literature or from any sample, display or other model inspected by Purchaser. SELLER DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, IN FACT OR IN LAW, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. Every claim under this limited warranty shall be deemed waived unless in writing and received by Seller within 10 days of delivery if visibly damaged or defective, and, otherwise, within 30 days after the defect to which each claim relates is discovered, or should have been discovered, but in no event longer than 1 year after product shipment.
8. **LIMITATION OF REMEDY. PURCHASER'S EXCLUSIVE REMEDY AND THE LIMIT OF SELLER'S LIABILITY FOR BREACH OF THE LIMITED WARRANTY SET FORTH IN No. 7, WHETHER BASED ON NEGLIGENCE, BREACH OF WARRANTY, STRICT LIABILITY, OR ANY OTHER THEORY AT LAW OR IN EQUITY, SHALL BE, AT SELLER'S OPTION, REPAIR, REPLACEMENT WITH A LIKE QUANTITY OF NONDEFECTIVE PRODUCT OR REFUND OF THE PURCHASE PRICE, PLUS REASONABLE HANDLING AND TRANSPORTATION CHARGES INCURRED FOR APPROVED RETURNS UNDER No. 6 ABOVE.**

9. NO RECOVERY OF CONSEQUENTIAL OR SPECIAL DAMAGES. SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR SPECIAL DAMAGES BASED ON NEGLIGENCE, BREACH OF WARRANTY, STRICT LIABILITY, OR ANY OTHER THEORY AT LAW OR IN EQUITY, FOR FAILURE TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT ADDITIONALLY, CONSEQUENTIAL AND SPECIAL DAMAGES SHALL NOT BE RECOVERABLE EVEN IF THE REPAIR, REPLACEMENT OR REFUND REMEDY FOR SELLER'S BREACH OF ITS LIMITED WARRANTY FAILS OF ITS ESSENTIAL PURPOSE OR FOR ANY OTHER REASON.

10. FORCE MAJEURE. Seller shall not be liable, nor deemed in default hereunder, for any failure or delay in delivering the products or in the performance of its other obligations to Purchaser hereunder, caused by or arising out of: (a) compliance in good faith with any applicable foreign or domestic governmental regulation or order of whatever nature and whether foreign, federal, state or local; (b) all acts of God (such as, but not limited to, floods, fires, or tornadoes); (c) strikes and other labor trouble; (d) delays or nonperformance by suppliers (or other third parties) of raw materials, power or other needed supplies or services; (e) delays or nonperformance by transporting carriers; and/or (f) any other cause, contingency, or circumstance not subject to the reasonable control of Seller affecting the performance of Sellers obligations hereunder. The seller shall determine in good faith the extent to which it can control a cause, contingency, or circumstance affecting its performance obligations.

11. DEFAULT. In the event of Purchaser's default, Seller may terminate any purchase order or agreement with Purchaser. Upon default, Purchaser agrees to pay all costs and expenses, including reasonable attorneys' fees, incurred by Seller in the event Seller anticipates a default by Purchaser, whether involving collecting payments due or otherwise enforcing these Terms. Purchaser also agrees to pay Seller simple interest on unpaid amounts from due date at the lesser of 1-1/2% per month or the highest lawful rate.

12. SEVERABILITY. If any of these provisions are determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remainder of these Terms shall be unaffected. Also there shall be substituted for the affected provision a valid and enforceable provision as similar as possible to the affected provision.

13. MODIFICATION OR TERMINATION. These Terms and the specific order provisions contained on Seller's order set are the entire contract between the parties with respect to this order. This cancels and supersedes all previous agreements, confirmations, and terms of sale, oral or written. No waiver or modification of these Terms shall be binding upon Seller unless made in writing and signed by a duly authorized representative of Seller. Additional or different terms submitted by anyone other than Seller are specifically rejected and shall be deemed to be of no effect.

14. GOVERNING LAW; JURISDICTION. The Agreement and these Terms are governed by, and interpreted according to, the internal laws of the State of Colorado without applying its choice of law provisions. The Convention on the Sale of International Goods shall not apply to sale of products under these Terms and Conditions. The parties consent to the jurisdiction of the state and federal courts in Denver, Colorado and the effectiveness of service of process by certified United States mail.

15. CONFIDENTIALITY. Neither Seller nor Purchaser shall disclose any confidential information of the other party to any third party without such other party's prior written approval, unless a party is obligated to disclose such information by law or court order.

16. INTERNATATIONAL SALES*. Sales of products exported from the United States are subject to the Seller's Export Terms and Conditions.