

# ACCOUNT / CREDIT APPLICATION

# Utah Packaging/Traco

Please Fill Out and Return

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620 South 1325 West  
Orem, UT 84058  
Phone: 801-225-8040 Fax: 801-224-9727

Customer Name \_\_\_\_\_  
Physical Address \_\_\_\_\_  
City \_\_\_\_\_ ST \_\_\_\_\_ Zip \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_  
Billing Address (if different) \_\_\_\_\_ City \_\_\_\_\_ ST \_\_\_\_\_ PO Box Zip \_\_\_\_\_  
**OR** Email invoices to: \_\_\_\_\_  
Special Billing Instructions \_\_\_\_\_

## BILL TO ADDRESS OF PARENT COMPANY (If Applicable) - Fill In Below

Parent Company \_\_\_\_\_ Phone \_\_\_\_\_  
Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

## BUSINESS INFORMATION

Type of Business \_\_\_\_\_ Year Established \_\_\_\_\_  
State Resale Permit Number (if applicable) \_\_\_\_\_  
*(Attach sales tax certificate if shipping to Utah, Idaho or California)*  
Anticipated Purchasing Per Month \$ \_\_\_\_\_  
Purchase Order Required Yes  No  Name(s) of Authorized Buyer(s) \_\_\_\_\_

## CREDIT CARD INFORMATION – required for all accounts

Credit Card # \_\_\_\_\_ Expiration Date \_\_\_\_\_ CVV # \_\_\_\_\_  
Billing **ZIP CODE** where credit card bill is mailed: \_\_\_\_\_

## TERMS REQUESTED – Check One Below

- NET 30 CREDIT LIMIT DESIRED: \$ \_\_\_\_\_  
 PREPAY ONLY (CASH, CHECK and/or CREDIT CARD)  
 CREDIT CARD (PREPAY)

## OWNERSHIP – Check One Below

- THIS BUSINESS IS A CORPORATION  
If checked, give names of corporate officers \_\_\_\_\_  
Federal ID # \_\_\_\_\_
- THIS BUSINESS IS A SOLE PROPRIETORSHIP  
If checked, fill out information below  
Owner's Name \_\_\_\_\_  
Home Street Address \_\_\_\_\_  
City \_\_\_\_\_ ST \_\_\_\_\_ Zip \_\_\_\_\_  
Phone \_\_\_\_\_ SSN# \_\_\_\_\_
- THIS BUSINESS IS A PARTNERSHIP  
(If checked, give names of Partners)
- |                                  |                 |                       |
|----------------------------------|-----------------|-----------------------|
| Partner's Name _____             | Partner's _____ | Name _____            |
| Home Street Address _____        | Home _____      | Street _____          |
| City _____ State _____ Zip _____ | City _____      | State _____ Zip _____ |
| Phone _____ SSN# _____           | Phone _____     | SSN# _____            |

## CONTACT INFORMATION

Primary Contact \_\_\_\_\_ Position \_\_\_\_\_  
Email \_\_\_\_\_ Phone / extension \_\_\_\_\_  
A/P Contact \_\_\_\_\_ Position \_\_\_\_\_  
Email \_\_\_\_\_ Phone / extension \_\_\_\_\_

**COMMERCIAL TRADE REFERENCES**

Provide the following information for three companies you buy from on OPEN ACCOUNT.

<u>Company Name</u>	<u>City</u>	<u>State</u>	<u>Phone</u>	<u>Fax</u>
1. _____	_____	_____	_____ / _____	_____
2. _____	_____	_____	_____ / _____	_____
3. _____	_____	_____	_____ / _____	_____

**TERMS AND CONDITIONS**

1. Definitions. These defined terms shall have the following meaning in this Agreement:
  - a. "Agreement" shall mean the Account Application, Terms and Conditions and all exhibits, schedules, addenda and amendments attached to or executed pursuant to the Order.
  - b. "Buyer", "customer", "you" and "your" shall mean all the parties, other than Traco Manufacturing, Inc., executing this agreement.
  - c. "Grace period" shall mean five (5) business days after the credit term for net 30 day credit accounts and one (1) business day after the credit term for net 45 / 60 day credit accounts.
  - d. "Order" shall mean, collectively, all purchase orders received by Traco Manufacturing, Inc. from the Customer and acknowledged as a Customer Order by Traco Manufacturing, Inc., whether now or in the future.
  - e. "Traco", Traco Manufacturing", "we", "us" and "our" shall mean Traco Manufacturing, Inc.
2. Scope. This agreement applies to any and all Orders, including without limitation any subsequent changes, amendments or modifications to all such Orders, whether made in writing or verbal. This Agreement applies to this current Order, as well as any future Orders that you place.
3. Acknowledgements. Order acknowledgements are typically faxed after order entry to avoid misunderstanding and should be carefully examined with regard to all aspects of the order. All orders will be produced as acknowledged and no allowances will be made for failure to correct any discrepancies before production. All product must be scheduled to ship to the customer within 90 days of production or Traco reserves the right to ship and bill the order balance on or after the 90<sup>th</sup> day of this order acknowledgement.
4. Over/under runs. Due to variations in the manufacturing process, shipment may be 10% over or under the order quantity unless requested differently by the Customer. The actual quantity produced and shipped will be billed.
5. Lead times. Lead times on printed products start after approval of the artwork. All rush jobs will be charged an expedite fee.
6. Disclaimer of Warranties. We warrant the goods to be free from defects in material and workmanship under normal use and service. Our obligation under this warranty shall be limited to replacing at Traco's facility any products thereof which shall, within 30 days after delivery to the original purchaser, be demonstrated to be defective. This warranty is expressly in lieu of all other warranties, express or implied, including the warranties of merchantability and fitness for a particular purpose. Traco gives no other warranty, express or implied, as to description, quality, merchantability, fitness for any particular purpose, productiveness, FDA compliance or any other matter, of any goods which Traco shall supply. Traco shall be in no way responsible for their proper use and service. The buyer acknowledges that it is not relying on the seller's skill or judgment to select or furnish goods suitable for any particular purpose and that there are no warranties which extend beyond the description on the face hereof. The warranty provided herein and the obligations and liabilities of Traco thereunder are exclusive and in lieu of and buyer hereby waives all other remedies, warranties, guaranties or liabilities, express or implied, arising by law or otherwise. This warranty shall not be extended, altered or varied except by a written instrument signed by seller and buyer. The parties also agree that, regardless of the failure of the sole and exclusive remedy, seller will not be liable for any consequential damages of whatsoever kind or nature. The parties intend the exclusion of consequential damages as an independent agreement apart from the sole and exclusive remedy herein.
7. Limitation of Liability. To the maximum extent permitted by law, Traco disclaims all liability, whether based in contract, tort (including negligence), strict liability or otherwise, and further disclaims all losses, including without limitation lost profits, indirect incidental, consequential, special or exemplary damages arising out of or in any way connected with this Agreement, even if Traco has been advised of the possibility of such damages. Without limiting the above, you agree Traco's aggregate liability arising out of or in connection with this Agreement shall in no event exceed a credit against the amount you agreed to pay for the Services giving rise to the liability.
8. Indemnification. You agree to indemnify, defend and hold Traco, its officers, agents and employees harmless from any loss, liability, claim or demand, including reasonable attorney's fees, made by any third party due to or arising out of any product or service sold to you by Traco whether converted, manufactured or purchased by Traco.
9. Payment Terms. We may require advance payment in full or in part prior to converting, manufacturing or delivering any products to you. You authorize us to review your credit history to determine whether advance payment is required. Payment, including taxes, is due within the credit approved number of days of an invoice and any claims arising from invoices or discrepancies must be made within ten (10) days from date of invoice. Otherwise, the invoice is valid and due in full. You also authorize us to charge your credit card on file for outstanding amounts, together with a 3% handling fee, that are outstanding past the grace period. You also agree to pay Traco reasonable attorney fees, costs and expenses incurred as a result of our collection efforts. We may apply payments from you, or monies owed to you, toward amounts owed under this Agreement or any other agreement you have with us. All accounts not paid by the due date may be suspended at our sole discretion.
10. Default Remedies. If you fail to meet any obligation set forth in this Agreement or any other agreement you have with us, fail to make a payment when due, we may (i) declare the remaining balance of any or all Orders immediately due and payable; (ii) stop providing the Products' (iii) recover our costs in pursuing the remedies provided herein including attorneys' fees, court costs, collection agency costs and after-incurred costs of collection; (iv) terminate this Agreement without liability; (v) pursue any and all other available legal or equitable remedies.
11. Severability and Jurisdiction. If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, the court shall try to give

effect to the parties' intentions as reflected in such provision, and all other provisions of this Agreement shall remain in full force and effect. The Parties each irrevocably submit to the personal and subject matter jurisdiction of the Second District Court, Davis County, State of Utah for any dispute or action regarding or arising out of this Agreement, regardless of where the Parties reside or where the Parties or the Company are located.

12. Assignment. You may not assign any of your rights or obligation pursuant to this Agreement without our prior written consent. In the event of any assignment allowed by the preceding sentence both you and your assigned shall be jointly and severally liable for the timely performance of your obligations. We shall have the sole right to assign our rights and obligations under this Agreement. Any purported assignment made in violation of this provision shall be null and void.

11. Entire Agreement. This Agreement constitutes the entire agreement between you and us and supersedes all prior agreements, whether express or implied, written or oral, with respect to an Order. This Agreement may not be amended nor may any obligations be waived, except in writing signed by you and us. You warrant that you are not relying on any oral or written representations or promises not included in this Agreement.

Should you approve this application I (we) agree to pay for all goods purchased within 30 days following date of invoice. Traco is authorized to contact any references or banks listed above. It is understood that any information so obtained will be used solely for granting credit. Returned items require a 20% restocking fee, customers prepaying the freight. Returned items will not be accepted without an RMA number. Should it become necessary to collect this account through an attorney, by legal proceedings, or otherwise, the undersigned, including endorsers, promise to pay all costs of collections, including reasonable attorney fees plus interest. All claims for shortage or credit must be made within two (2) business days. There will be a \$25 charge on all NSF checks returned to Traco Mfg., Inc. All invoices are payable in Orem, Utah in USD. All sales are subject to the attached terms and conditions and are accepted as binding and agreed to when signing this application.

Dated \_\_\_\_\_ Authorized Representative \_\_\_\_\_  
*Signature*

Printed Name: \_\_\_\_\_ Title \_\_\_\_\_

**OFFICE USE ONLY**

<b>Customer ID:</b>		<b>Terms:</b>		<b>Credit Limit</b>	
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<b>Sales Rep ID:</b>		<b>Territory ID:</b>	
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